

AGREEMENT FOR PROFESSIONAL SERVICES

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

WITNESSETH:

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

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

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

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

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

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

1. LINE OF AUTHORITY:

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

2. SCOPE OF WORK AND CONTRACTOR RESPONSIBILITIES:

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

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

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

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

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

E. Subcontractors.

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

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

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

iv. Contractor is subject to Denver Revised Municipal Code (“**D.R.M.C.**”) § 20-112, wherein Contractor shall pay its subcontractors in a timely fashion. A payment is timely if it is mailed to the subcontractor no later than seven (7) days after receipt of any payment from the City. Any late payments are subject to a late payment penalty as provided in the Denver Prompt Payment Ordinance (D.R.M.C. §§ 20-107 through 20-118).

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

F. Personnel Assignments.

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

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

iii. Contractor shall be aware and comply with the policies as outlined in the Executive Order No. 136 "Non-displacement of Qualified Workers under City Service Contracts" and the Worker Retention Ordinance, D.R.M.C. §§ 58-31 through 58-34, attached hereto as ***Exhibit E***.

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

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

G. Non-displacement of Qualified Workers.

i. Consistent with the efficient performance of this Agreement, Contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those employees (other than managerial and supervisory employees) employed

under the predecessor contract whose employment will be terminated as a result of award of this Agreement or the expiration of the contract under which the employees were hired, a right of first refusal of employment under this Agreement in positions for which employees are qualified. Contractor and its subcontractors shall determine the number of employees necessary for efficient performance of the work. Except as provided in this Article II, Section (F)(2), there shall be no employment opening under this Agreement, and Contractor and any subcontractors shall not offer employment under this Agreement, to any person prior to having complied fully with this obligation. Contractor and its subcontractors shall make an express offer of employment to each employee as provided herein and shall state the time within which the employee must accept such offer, but in no case shall the period within which the employee must accept the offer of employment be less than ten (10) days.

ii. Contractor shall retain, for ninety (90) day transition employment period, qualified employees who have exercised their right to accept employment with Contractor as provided in Section F.1 of this Article. During the ninety (90) day transition employment period, Contractor shall not discharge without cause an employee retained pursuant to this section. For purposes of this section, the term “cause” shall include, but not be limited to, the employee’s conduct while employed under the predecessor contract that may have contributed to any decision to terminate the predecessor contract. At the end of ninety (90) day transition employment period, Contractor shall perform a written performance evaluation for each service employee retained pursuant to this section. If the employee’s performance during such ninety (90) day period is satisfactory, Contractor shall offer the employee continued employment under the terms and conditions established by Contractor or as required by law; provided, however, nothing in this section shall be construed to create any right or entitlement to continued employment by Contractor for any particular period of time in excess of the ninety (90) day transition employment period.

iii. Notwithstanding the obligation under Section (F)(1), above, Contractor and any subcontractors (1) may employ under this Agreement any employee who has worked for Contractor or subcontractor for at least three (3) months immediately preceding the commencement of this Agreement and who would otherwise face lay-off or discharge, (2) are not required to offer a right of first refusal to any employee(s) of the predecessor contractor who are not service employees within the meaning of Section 3 of Executive Order No. 136, and (3) are not required to offer a right of first refusal to any employee(s) of the predecessor contractor whom Contractor or any of its subcontractors reasonably believes, based on the particular employee’s past performance, has failed to perform suitably on the job.

iv. Contractor shall, not less than ten (10) days before completion of this Agreement, furnish the contract administrator a certified list of the names of all service employees working under this Agreement and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this Agreement and its predecessor

contracts either with the current or predecessor Contractors or their subcontractors. The contract administrator will provide the list to the successor Contractor, and the list shall be provided on request to employees or their representatives.

v. If it is determined that Contractor or its subcontractors are not in compliance with the requirements of this clause, appropriate sanctions may be imposed and remedies invoked against Contractor or its subcontractors, as provided in this Agreement.

vi. In every subcontract entered into in order to perform services under this Agreement, Contractor will include provisions that ensure that each subcontractor will honor the requirements of Sections (F)(1) through (F)(2) with respect to the employees of a predecessor subcontractor or subcontractors working under this Agreement, as well as of predecessor contractor and its subcontractors. The subcontract shall also include provisions to ensure that the subcontractor will provide Contractor with the information about the employees of the subcontractor needed by Contractor to comply with Section (F)(3), above. Contractor will take such action with respect to any such subcontract as may be directed by the contract administrator as a means of enforcing such provisions, including the imposition of sanctions for non-compliance; provided, however, that if Contractor, as a result of such direction, becomes involved in litigation with subcontractor, or is threatened with such involvement, Contractor may request that the City enter into such litigation to protect the interest of the City.

H. 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.

3. OWNERSHIP AND DELIVERABLES:

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

4. **TERM AND TERMINATION:**

A. Term. The Term of this Agreement shall expire three (3) years from the Effective Date, unless terminated in accordance with the terms stated herein (the “**Expiration Date**”). The Term of this Agreement may be extended for two (2) additional, one-year periods, on the same terms and conditions, upon mutual agreement between Contractor and the City, as signed by the CEO. However, no extension of the Term shall increase the Maximum Contract Amount stated below.

B. Suspension and Termination.

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

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

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

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

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

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

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

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

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

5. COMPENSATION AND PAYMENT:

A. Maximum Contract Amount. Notwithstanding any other provision of this Agreement, the City shall not be liable under any theory for payment for services rendered and expenses incurred by Contractor under the terms of this Agreement for any amount in excess of the sum of **Forty-Eight Million Three Hundred Forty-One Thousand Seven Hundred Ninety-Nine and Sixty-Nine Cents (\$48,341,799.69)** ("**Maximum Contract Amount**"). Contractor shall perform the services and be paid for those services as provided for in this Agreement up to the Maximum Contract Amount.

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

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

D. Basis for Contractor's Fee. Contractor's fee is based on the time required by its professionals to complete the services under this Agreement. Individual hourly rates are set forth in **Exhibit B ("Rates")**.

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

F. Invoices.

i. Contractor shall submit invoices to the City as outlined in ***Exhibit A***. Invoices containing reimbursable costs and receipts for professional services rendered under this Agreement shall be audited and approved by the City ("**Invoice**"). Each Invoice shall provide the basis for payments to Contractor under this Agreement. In submitting an Invoice, Contractor shall comply with all requirements of this Agreement and:

- a. Include an executive summary and status report(s) that describe the progress of the services and summarize the work performed during the period covered by the Invoice.
- b. Include a statement of recorded hours that are billed at an hourly rate.
- c. Include the relevant purchase order ("**PO**") number related to the Invoice.
- d. Ensure that amounts shown on the Invoices comply with and clearly reference the relevant services, indicate the hourly rate and multiplier where applicable, and identify the allowable reimbursable expenses.
- e. For only those reimbursable costs incurred in the billing period, as outlined in ***Exhibit A***, submit itemized business expense logs and, where billing is based upon receipts, include copies of receipts for all allowable reimbursable expenses.
- f. Include the signature of an authorized officer of Contractor, along with such officer's certification they have examined the Invoice and found it to be correct; and
- g. Submit each Invoice via email to ContractAdminInvoices@flydenver.com.

ii. Late Fees. Contractor understands and agrees interest and late fees shall be payable by the City only to the extent authorized and provided for in the City's Prompt Payment Ordinance.

iii. Travel Expenses. Travel and any other expenses are not reimbursable unless such expenses are related to and in furtherance of the purposes of Contractor's

engagement, are in accordance with this Agreement, and Contractor receives prior written approval of the SVP or their authorized representative.

iv. Special Projects. Billing for special projects will be sent directly to the responsible party (Construction Contractor, Event Staff, etc.) for payment with a copy being sent to the CSM. Billing rates for special projects will be agreed upon prior to the commencement of the special projects and must be approved, in writing, by the City. The CSM may pre-approve special project billing to be forwarded directly to the Construction Contractor from Contractor.

G. Disputed Invoices. The City reserves the right to reject and not pay any Invoice or part thereof, including any final Invoice resulting from a termination of this Agreement, where the SVP or their authorized representative determines the amount invoiced exceeds the amount owed based upon the work satisfactorily performed. The City shall pay any undisputed items contained in an Invoice. Disputes concerning payments under this provision shall be resolved in accordance with procedures set forth in Section 10.

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

6. MWBE, WAGES AND PROMPT PAYMENT:

A. Minority/Women Business Enterprise.

i. This Agreement is subject to D.R.M.C. Article III, Divisions 1 and 3 of Chapter 28, designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the “**MWBE Ordinance**”) and any Rules or Regulations promulgated pursuant thereto. The contract goal for MWBE participation established for this Agreement by the Division of Small Business Opportunity (“**DSBO**”) is five percent (5%).

ii. Under D.R.M.C. § 28-68, Contractor has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with its originally achieved level of MWBE participation upon which this Agreement was awarded, unless the City initiates a material alteration to the scope of work affecting MWBEs performing on this Agreement through contract amendment, or other agreement modifications, or as otherwise described in D.R.M.C. § 28-70. Contractor acknowledges that:

a. If required by DSBO, Contractor shall develop and comply with a Utilization Plan in accordance with D.R.M.C. § 28-63. Along with the Utilization Plan requirements, Contractor must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE participation goal. The Utilization Plan is subject to modification by DSBO.

- b. If Agreement modifications are issued under the Agreement, Contractor shall have a continuing obligation to immediately inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such agreement, upon any of the bases discussed in D.R.M.C. § 28-70, regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.
- c. If amendments or other agreement modifications are issued under the Agreement that include an increase in the scope of work of this Agreement, which increases the dollar value of the Agreement, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such amendments or modifications shall be immediately submitted to DSBO for notification purposes.
- d. Those amendments or other modifications that involve a changed scope of work that cannot be performed by existing project subconsultants are subject to the original goal. Contractor shall satisfy the goal with respect to such changed scope of work by soliciting new MWBEs in accordance with D.R.M.C. § 28-70. Contractor must also satisfy the requirements under D.R.M.C. §§ 28-64 and 28-73 with regard to changes in scope or participation. Contractor shall supply to the DSBO Director all required documentation described in D.R.M.C. §§ 28-64, 25-70, and 28-73, with respect to the modified dollar value or work under the Agreement.
- e. Failure to comply with these provisions may subject Contractor to sanctions set forth in D.R.M.C. § 28-76 of the MWBE Ordinance.
- f. Should any questions arise regarding DSBO requirements, Contractor should consult the MWBE Ordinance or may contact the Project's designated DSBO representative at (720) 913-1999.
- g. In addition to, or instead of, the Utilization Plan discussed above, Contractor shall develop, receive approval from the City, and comply with an Equity, Diversity and Inclusiveness Plan (“**EDI Plan**”) as provided in the Request for Proposals. The approved EDI Plan is attached as *Exhibit F*.

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

C. Prevailing Wage.

i. To the extent required by law, Contractor shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, D.R.M.C. §§ 20-76 through 20-79, including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the Effective Date of this Agreement.

ii. Prevailing wage and fringe rates will adjust on, and only on, the anniversary of the Effective Date of this Agreement. Unless expressly provided for in this Agreement, Contractor will receive no additional compensation for increases in prevailing wages or fringe benefits.

iii. Contractor shall provide the Auditor with a list of all subcontractors providing any services under the Agreement.

iv. Contractor shall provide the Auditor with electronically-certified payroll records for all covered workers employed under this Agreement.

v. Contractor shall prominently post at the work site the current prevailing wage and fringe benefit rates. The posting must inform workers that any complaints regarding the payment of prevailing wages or fringe benefits may be submitted to the Denver Auditor by calling 720-913-5000 or emailing auditor@denvergov.org.

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

D. City Minimum Wage. To the extent required by law, Contractor shall comply with and agrees to be bound by all requirements, conditions, and the City determinations regarding the City's Minimum Wage Ordinance, D.R.M.C. §§ 20-82 through 20-84, including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the City's Minimum Wage Ordinance. By executing this Agreement, Contractor expressly acknowledges that Contractor is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

E. City Prompt Pay.

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

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

7. **INSURANCE REQUIREMENTS:**

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

B. Contractor shall ensure and document that all subcontractors performing services or providing goods hereunder procure and maintain insurance coverage that is appropriate to the primary business risks for their respective scopes of performance. At minimum, such insurance must conform to all applicable requirements of DEN Rules and Regulations Part 230 and all other applicable laws and regulations.

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

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

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

8. **DEFENSE AND INDEMNIFICATION:**

A. Contractor hereby agrees to defend, indemnify, reimburse, and hold harmless the City, its appointed and elected officials, agents, and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“**Claims**”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful

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

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

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

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

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

9. PAYMENT AND PERFORMANCE BOND:

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

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

of the existing Performance Bond or an identical Bond from another Surety that is acceptable to the City.

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

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

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

10. DISPUTES:

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

11. GENERAL TERMS AND CONDITIONS:

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

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

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

D. Compliance with Patent, Trademark and Copyright Laws.

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

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

E. Notices.

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

by Contractor to:

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

And by the City to:

ACTS Airport Services, Inc.
2700 S. River Road, Suite 211
Des Plaines, Illinois 60018
Attn: President
Email: sjuchtman@acts-sec.com

ii. Delivery of Formal Notices. Formal notices of the termination of this Agreement shall be delivered personally during normal business hours to the appropriate office above or by prepaid U.S. certified mail, return receipt requested; express mail (Fed Ex, UPS, or similar service) or package shipping or courier service; or by electronic delivery directed to the person identified above and copied to the Project Manager through the electronic or software system used at the City's direction for any other official communications and document transmittals. Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service and electronically transmitted notices by pressing "send" or the equivalent on the email or other transmittal method sufficient to irretrievably transmit the document. Either party may from time-to-time designate substitute addresses or persons where and

to whom such notices are to be mailed, delivered or emailed, but such substitutions shall not be effective until actual receipt of written or electronic notification thereof through the method contained in Subsection (E)(ii).

iii. Other Correspondence. Other notices and day-to-day correspondence between the Parties may be done via email directed to the Project Manager or through the electronic or software system used for work-related communications and transmittals at the City's direction.

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

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

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

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

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

K. Cooperation with Other Contractors.

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

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

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

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

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

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

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

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

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

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

T. Environmental Requirements. Contractor, in conducting its activities under this Agreement, shall comply with all existing and future applicable local, state and federal environmental rules, regulations, statutes, laws and orders (collectively "**Environmental**

Requirements"), including but not limited to Environmental Requirements regarding the storage, use and disposal of Hazardous or Special Materials and Wastes, Clean Water Act legislation, Centralized Waste Treatment Regulations, and DEN Rules and Regulations.

- i. For purposes of this Agreement the terms "Hazardous Materials" shall refer to those materials, including without limitation asbestos and asbestos-containing materials, polychlorinated biphenyls (PCBs), per – and polyfluoroalkyl substances (PFAS), oil or any other petroleum products, natural gas, source material, pesticide, and any hazardous waste, toxic substance or related material, including any substance defined or treated as a "hazardous substance," "hazardous waste" or "toxic substance" (or comparable term) in the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sec. 9601 *et seq.* (1990)), the Toxic Substances Control Act (15 U.S.C. Sec. 2601 *et seq.* (1990)), and any rules and regulations promulgated pursuant to such statutes or any other applicable federal or state statute.
- ii. Contractor shall acquire all necessary federal, state and local environmental permits and comply with all applicable federal, state and local environmental permit requirements.
- iii. Contractor agrees to ensure that its activities under this Agreement are conducted in a manner that minimizes environmental impact through appropriate preventive measures. Contractor agrees to evaluate methods to reduce the generation and disposal of waste materials.
- iv. In the case of a release, spill or leak as a result of Contractor's activities under this Agreement, Contractor shall immediately control and remediate the contaminated media to applicable federal, state and local standards. Contractor shall reimburse the City for any penalties and all costs and expenses, including without limitation attorney's fees, incurred by the City as a result of the release or disposal by Contractor of any pollutant or hazardous material.

12. RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS:

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

B. No Discrimination in Employment. In connection with the performance of work under the Agreement, Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. Contractor shall insert the foregoing provision in all subcontracts.

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

D. Colorado Open Records Act.

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

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

E. Examination of Records and Audits.

i. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain

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

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

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

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

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

H. Conflict of Interest.

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

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

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

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

I. Worker Without Authorization.

i. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “**Certification Ordinance**”).

ii. Contractor certifies that:

- a. At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

- b. It will participate in the E-Verify Program, as defined in § 817.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
- c. It will not enter into a contract with a subconsultant or subcontractor that fails to certify to Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.
- d. It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to 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.
- e. If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.
- f. It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

iii. Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

13. SENSITIVE SECURITY INFORMATION:

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

14. DEN SECURITY:

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

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

C. Prior to assignment to DEN, all personnel must have undergone a fingerprint based Criminal History Records Check. Without limitation, any individuals charged with the offenses listed below hereby rejected by the City as being unfit to carry out the requirements of any position or post that might exist under the Agreement.

- i. Any Felony identified in 49 C.F.R. Section 1542.209(s) as amended, any additional felonies outlined on the DEN Badge Application; or
- ii. Any Misdemeanor, the description of which indicates that it is substantially the same offense as the one identified in 49 C.F.R. Section 1542.209(d) as amended; or
- iii. Any Felony or Misdemeanor involving violence, dishonesty, theft, arson, sexual misconduct, use of threat or use of force.

15. FEDERAL RIGHTS:

This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes and the expenditure of federal funds for the

extension, expansion or development of the Airport System. As applicable, Contractor shall comply with the Standard Federal Assurances identified in Appendix.

16. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:

A. Attachments. This Agreement consists of Section 1 through 16 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

Appendix 1: Standard Federal Assurances
Exhibit A: Scope of Work
Exhibit B: Rates
Exhibit C: Insurance Requirements
Exhibit D: Performance Bond
Exhibit E: Worker Retention
Exhibit F: EDI Plan

B. Order of Precedence. In the event of an irreconcilable conflict between a provision of Section 1 through 16 and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

Appendix 1
Section 1 through 16 hereof
Exhibit A
Exhibit B
Exhibit F
Exhibit E
Exhibit C
Exhibit D

17. CITY EXECUTION OF AGREEMENT:

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

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

[SIGNATURE PAGES FOLLOW]

APPENDIX 1

Standard Federal Assurances and Nondiscrimination Non-Federal Contract Provision

A5 CIVIL RIGHTS - GENERAL

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

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

Title VI Solicitation Notice:

The (**Name of Sponsor**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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. **Nondiscrimination:** 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.
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.

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Airport Improvement Program grant assurances.

NOW, THEREFORE, the Federal Aviation Administration as authorized by law and upon the condition that the (*Title of Sponsor*) will accept title to the lands and maintain the project constructed thereon in accordance with (*Name of Appropriate Legislative Authority*), for the (**Airport Improvement Program or other program for which land is transferred**), and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 USC § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the (*Title of Sponsor*) all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands

described in (*Exhibit A attached hereto or other exhibit describing the transferred property*) and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto (*Title of Sponsor*) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the (*Title of Sponsor*), its successors and assigns.

The (*Title of Sponsor*), in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the (*Title of Sponsor*) will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the Federal Aviation Administration and its assigns as such interest existed prior to this instruction].*

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

**CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED
UNDER THE AIRPORT IMPROVEMENT PROGRAM**

The following clauses will be included in (deeds, licenses, leases, permits, or similar instruments) entered into by the (*Title of 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 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, (*Title of 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 (*Title of 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 the (*Title 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.)

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 (*Title of 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, (*Title of 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, (***Title of Sponsor***) will there upon revert to and vest in and become the absolute property of (***Title 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 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 USC § 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 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 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 USC § 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 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 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 nondiscrimination 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 USC 1681 et seq).

A17 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 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.

A20 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. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer 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). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

Contract Control Number: PLANE-202159448-00
Contractor Name: ACTS AIRPORT SERVICES INC

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

SEAL **CITY AND COUNTY OF DENVER:**

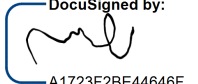
ATTEST: By: _____

APPROVED AS TO FORM: **REGISTERED AND COUNTERSIGNED:**
Attorney for the City and County of Denver
By: _____ By: _____

By: _____

Contract Control Number:
Contractor Name:

PLANE-202159448-00
ACTS AIRPORT SERVICES INC

By:  DocuSigned by:
A1723F2BE44646E...

Name: Sam Juchtman
(please print)

Title: President & COO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A

SECTION A: SCOPE OF WORK AND TECHNICAL REQUIREMENTS

A.1 GLOSSARY OF TERMS

- 1.) DEN or Airport: Denver International Airport.
- 2.) Part 1542: Code of Federal Regulations (C.F.R.) 49, Parts 1500 through 1562
- 3.) The City: Stands for The City and County of Denver
- 4.) SVP: Senior Vice President
- 5.) CEO: Chief Executive Officer of DEN
- 6.) CSM: Airport Security Contract Security Manager
- 7.) TSA: Transportation Security Administration
- 8.) FAA: Federal Aviation Administration
- 9.) D.R.M.C.: Denver Revised Municipal Code
- 10.) DEN Rules and Regs: Denver International Airport Rules and Regulations
- 11.) Airport Security: Division of DEN Airport Operations

A.2 SECURITY EXPECTATION

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

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

A.3 EMERGENCY 24 HOUR SERVICES

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

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

A.4.a. General Duties

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

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

Instructions may change at any time; however, the City will provide a 24-hours' notice of such change.

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

1. Maintain continual high standards of professional conduct while on duty:
 - a. Be courteous, polite, and professional in their duties; especially when dealing with the general public.
2. No visitors or guests are permitted to loiter on the job site at any time.
3. Be alert and awake at all times.
 - a. Contractor shall agree not to assign any person who has worked in any capacity in excess of twelve (12) hours per a 24-hour period, or sixty (60) hours per week, to perform security services hereunder, with the exception of emergency situations as stipulated by the City.
 - b. Each Security Officer must have a minimum of twenty-four (24) consecutive hours off each week.
 - c. Sleeping during shift(s) is prohibited.
4. Be able to perform the duties of their position, with or without reasonable accommodation.
5. Remain on the property while on duty, or until properly relieved by another Security Officer or a Supervisor.
6. No food, coffee, soft drinks, etc. are permitted around electronic screening or monitoring equipment, unless approved by the CSM. Reading material, cooking appliances, hobby craft materials, or any other non-essential materials shall not be allowed on the site unless specifically authorized by the City.
7. Remain on active patrol, or in an approved location throughout their shift.
8. Must use any electronic device supplied by Contractor to properly document and track regulatory requirements.
9. Must follow the City policy for logging-in and maintaining passwords for City electronic equipment.
10. Be able to utilize software equipment to fulfil their job duties and are expected to learn technology specific to their role.

11. Must respond appropriately, with both firmness and politeness, utilizing de-escalation techniques in the case of aggressive or belligerent behavior by another person. If such action does not result in neutralization of the situation, calmly refer the occupant or visitor to a supervisor for assistance. In the event of menacing or threats, contact City dispatch or call 303-342-4211.
12. 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.
13. Prior to assignment, Security Officers must learn the building/facility layout, equipment at their assignment or post, locations of access control devices and other emergency equipment.
 - a. Must be familiar with all emergency routes, elevator locations, stairwells, and fire exits.
14. Sign in and out in the of Contractor's time keeping system.
15. 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.
16. Courtesy.
 - a. Some facility locations are accessible to the traveling public. Although not employees of the City, the perception of the public at large is that Contractor's employees are representatives of the City, therefore, Contractor's interactions with the public must reflect well upon the City.
 - b. In event of lack of courtesy or responsiveness, the City may require a corrective action for the employee(s) in question and at the City's discretion may require removal of the employee(s) from assignment.
17. Appearance.
 - a. No Security Officers may enter duty until they have received a complete set of approved uniforms and accessories.
 - b. Security Officers are to be well groomed and display a professional appearance through cleanliness and alertness. Security Officers are expected to wear an approved identifiable uniform, which will be maintained in a clean and pressed condition. Hair is to be pulled back/away from one's face. Facial hair will be neatly trimmed.

- c. Clothing must be appropriately sized and worn as designed. Uniforms shall be clean, and free of wrinkles.
- d. Security Officers and other personnel shall display their DEN Airport ID badge at all times.
- e. Leather footgear shall be clean and in good condition.
- f. Employees reporting for duty who do not meet these standards shall be sent home by Contractor. Should the City notify Contractor that an employee is unacceptable because of personal hygiene, abusive behavior, or reasonable suspicion of substance abuse, the employee is to be immediately removed from the job site. Contractor has two (2) hours to provide a replacement 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 Contractor personnel. Contractor shall inform its employees of this requirement prior to the time each such employee shall begin work for Contractor at DEN.

19. Gratuities.

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

20. Smoking.

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

21. Use or possession of alcohol or drugs.

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

alcohol, or being under the influence of alcohol while performing City business.

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

22. Security Requirements.

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

23. Rejection of Unfit Personnel.

- a. The City may reject at the City's discretion the use of individual personnel if it deems that the individual is not fit to carry out the requirements of the position or post to which Contractor has assigned said personnel.

- b. Contractor shall remove from the Airport work site any employee, for non-discriminatory reasons, when the CSM notifies Contractor in writing that such person is unacceptable to the City for any lawful reason. Such person shall not be reassigned to Airport work by Contractor, except with the expressed written consent of the CSM.

A.4.c. Qualifications of Contractor Personnel

1. As defined in D.R.M.C. Article 5, Chapter 42, any person acting as a Security Officer must obtain a Security Guard License (SGL) prior to assignment at DEN.
2. Contractor personnel assigned to the City shall be at least 21 years of age, possess a valid State of Colorado driver's license or State issued ID, and possess a valid SLG issued by the City. Each employee must have in their possession the required license or permit prior to being assigned to the City service.
 - a. Proof of such licensure should be available upon request by the City any time throughout the life of this Agreement.
3. Physical Qualifications. Contractor personnel shall be:
 - a. Physically, mentally and emotionally capable of performing all duties required for their assigned post/duties.
 - b. Be fully capable of performing normal or emergency duties requiring moderate to arduous physical exertion, such as standing or walking/patrolling for entire shift(s), climbing stairs, running and self-defense.
 - c. Capable of lifting a 25 lb. fire extinguisher, lifting and carrying a small child, and assisting in the lifting of handicapped persons during a building evacuation.
 - d. Be able to perform the duties of their position, with or without reasonable accommodation.
4. Citizenship.
 - a. All badged personnel working under this Agreement shall be citizens of the United States of America, U.S. Nationals and/or Lawful Permanent Residents. Contractor is required to produce evidence of such eligibility. Acceptable evidence shall consist of a state issued birth certificate, United States Passport or Permanent Resident Card (Green Card).

- b. Contractor is to take all necessary steps to verify that the qualifying documents are genuine, and the identity of the worker is the legally eligible for employment. Contractor shall hold the City harmless for any fines, assessments, or judgments as a result of such violation.

5. Background Checks.

- a. Contractor personnel must be able to obtain a DEN Airport ID badge and clear requisite Criminal History Records Checks (CHRC) and a Security Threat Assessment (STA) as required by the TSA. The City reserves the right to hold Contractor's employees to a higher standard for criminal background checks and may disqualify an applicant based on a pattern or number of crimes, including misdemeanor violations.

6. Literacy.

- a. Contractor personnel shall be proficient in English. They must have ability to read, comprehend and demonstrate understanding (through actions and behavior) of printed regulations, written orders and instructions, and ability to draft reports, which convey complete information.
- b. Contractor personnel should speak English.
 - i. Active bilingual capability is a "plus" when assisting the public and is encouraged.

7. Job Knowledge/Cognition.

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

A.5 COMMUNICATIONS REQUIREMENTS

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

A.6 CSM AUTHORITY

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

A.7 PROPERTY AND EQUIPMENT

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

b. *Parking Spaces*

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

c. *Detection equipment and other technology*

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

d. *Other equipment* – Handheld radios and other equipment shall include, but not be limited to, license plate readers, batteries, chargers and accessories:

- i. The City shall supply Contractor with an initial number of radios, handheld devices, batteries, and chargers to sufficiently conduct business. Any equipment upgrades shall be provided by the City.
- ii. Contractor shall supply microphones and earpieces and any additional equipment.
- iii. Any damage to the City-provided equipment requiring replacement or repair shall be paid for by Contractor, without remuneration to the City.
- iv. Regular audits of the equipment inventory are required, and Contractor must note the quantity, condition, and summary of maintenance received.

- v. Contractor shall maintain all equipment in proper working order and in good condition.

- e. *Security Keys*

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

- 2. Property Accountability.

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

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

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

- a. *Cellular Telephones*
 - i. Provided to each manager, shift supervisor and shift trainer at no additional remuneration by the City. All cellular telephone numbers shall be made available to the CSM and the Airport Operations Communications Center (Comm Center) upon issuance of said cellular telephones. In the event a cellular telephone required by this Agreement fails to be in operational condition, Contractor shall provide an alternate cellular telephone within two (2) hours and the alternate cellular telephone number shall be forwarded to the CSM and the Comm Center.
- b. *Operational and Activity Reporting Device* – Contractor shall provide, at its expense, an electronic tracking and reporting system through mobile and handheld devices issues to all on-duty personnel. Those systems and devices will enable Contractor to:
 - i. Track employees in real time for accurate response.
 - ii. Produce "breadcrumb" trail reports for patrol accountability.
 - iii. Provide real time security incident reports, daily activity reports, and maintenance requests with the ability to attach images for inclusion with reports to be shared electronically on a daily basis.
 - iv. Organize post orders, schedules, and logs.
 - v. Provide daily roll call briefing, pass-ons, and daily training topics.

- vi. Give real time updates regarding updating security regulations and practices.
 - vii. Store Sensitive Security Information (SSI) in a secure and encrypted way that follows all Part 1520 requirements and time-sensitive material (i.e. Be On the Lookout (BOLO), electronic Stoplist report).
 - viii. Provide instant access to post orders and recent changes to post orders or daily duties.
 - ix. Customize date, reporting and other information to meet changing regulatory or operational needs.
 - x. Collect and analyze real time data, trends and metric capabilities for inclusion into DEN's metric tracking system.
- c. *Vehicles* - A minimum of three (3) vehicles are required, which must remain operational throughout the term of the Agreement, with no more than 150,000 miles or be no more than five (5) years old. One (1) vehicle shall be all-wheel drive or four-wheel-drive pickup style vehicle for hauling traffic related items such as cones/ice melt. Contractor shall adhere to the minimum vehicle requirements. (NOTE: the City shall not be responsible for policy changes that adversely affect fleet utilization). One (1) of the vehicles supplied shall be a pickup truck capable of hauling a variety of cargo and equipment. Vehicles must be capable of responding over varying terrain and during all weather conditions. The CSM reserves the right to change the vehicle requirements at any time. Contractor must adhere to all vehicle requirements.
- i. Contractor must comply with the insurance requirements as outlined in *Exhibit C* of this Agreement.
 - ii. DEN shall perform emission tests on Contractor's applicable vehicles with said tests occurring annually (NOTE: This testing is performed by the City for CNG vehicles used in the tunnels and is not for Motor Vehicle licensing purposes). This test shall be provided annually at the DEN Testing Facility at no charge to Contractor. Should the testing facility find the vehicle to be defective, it shall be Contractor's responsibility to make the necessary repairs prior to the vehicle being returned to service at DEN.
 - iii. Vehicles shall be appropriately marked with Contractor's logo on both front doors in letters at least four (4) inches high

and with a yellow or amber beacon light attached to the roof. 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 Agreement shall be maintained and presented to the CSM a quarterly basis.

- iv. Contractor shall be required to submit any vehicle provided under this Agreement to a vehicle inspection at the request of the CSM. In the event a vehicle is unable to pass said inspection, the vehicle shall be removed from Airport property and replaced by Contractor within forty-eight (48) hours.

d. *Vehicle Permits*

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

e. *Automatic Vehicle Identification (AVI) Tags*

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

- f. Contractor is responsible for arranging and maintaining all fueling requirements.

g. *Mileage Reimbursement*

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

of the Agreement, a new mileage rate must be submitted and approved.

4. Vehicle Requirements by Quantity, Hours & Days.

VEHICLE REQUIREMENTS	NUMBER	HRS./DAY	DAYS/YR.
Regular Vehicle	2	24	365
All-Wheel-Drive/4WD	1	24	365
Total All Vehicles	3	24	365

5. Uniform Requirements.

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

6. Uniform Colors and Quantities.

- a. Shoes are to be either a black boot or black professional footwear. Athletic shoes are not acceptable.
- b. Matching dark color socks will be worn with the shoes.
- c. At a minimum, uniforms shall consist of:
 - i. Long and/or short sleeve shirts
 - ii. Trouser pant
 - iii. Winter coat for personnel required to work outdoor posts or respond outdoors.
 - iv. Winter stocking cap for personnel required to work outdoor posts or respond outdoors.
- d. NOTE: It is not required that personnel wear neckties. Employees may wear a white tee shirt or a contrasting color turtleneck under their uniform.

A.8 MANDATORY ONSITE POSITIONS

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

Certified Member (CM) designation is optional, but preferred. The Site Director will provide administrative direction for all phases of the security operation at DEN including Part 1542 Regulations. The CSM must pre-approve the Site Director.

- b. One (1) - ***Assistant Director*** overseeing all day-to-day operational issues. The Assistant Director furnished under this contract will possess a Bachelor's Degree in Aviation Management, Security Management, or a closely related field. They must have, at a minimum, three (3) years of experience in security or similar field including two (2) years of experience at a Part 1542, regulated airport, and a thorough understanding of the operational requirements of each post that will be serviced under the requirements of this Agreement. The Assistant Director must obtain as AAAE ACE for Security within two (2) years of their date of employment. The AAAE CM designation is optional, but preferred. Six (6) years of aviation/security management or similar experience may be substituted for a bachelor's degree. The Assistant Director will administer all phases of the security operation related to the airport as directed by the CSM. The Assistant Director shall be based at DEN on a full-time basis and be pre-approved by the CSM.
- c. Four (4) - ***Operations Manager***. The Operations Manager shall possess a Bachelor's Degree in Aviation Management, Security Management or a closely related field and must have, at a minimum, three (3) years of experience in the security or similar field including one (1) year of experience at a Part 1542 regulated airport and a thorough understanding of the operations requirements of each post that will be serviced under the requirements of this Agreement. Five (5) years of aviation/security management or similar experience may be substituted for a bachelor's degree. The AAAE ACE designation for Security is optional but preferred. The Operations Manager will administer all phases of the security operation related to the Airport as directed by the CSM. The Operations Manager shall be based at DEN on a full-time basis and be pre-approved by the CSM.
- d. ***Supervisors***. The Supervisors furnished under this Agreement shall possess a high school diploma and two (2) years of experience as a Supervisor in a professional environment. A Bachelor's Degree in Aviation Management, Security Management or a closely related field is preferable. Prior management and/or supervisory experience may be substituted for the required experience at the discretion of the CSM. Security related education may be substituted for one (1)

year of the minimum experience requirement as approved by the CSM.

- i. A minimum of two (2) Supervisors working eight (8) hours per day, seven (7) days per week for day, swing and midnight shifts.
 - ii. The Supervisors will be assigned to DEN on a full-time basis. Supervisors at all levels must be individuals of integrity who display a mature attitude and exercise good judgment. Supervisors should set the example for security guards and should foster an environment in which guards feel valued, respected and part of an effective and important team. Each Supervisor is to have a minimum of two (2) years of successful experience in security loss prevention or law enforcement at DEN, a Part1542 regulated airport or as approved by the CSM.
- e. One (1) - ***Product, Quality, Control and Training (PQC&T) Manager***. The PQC&T Manager furnished under this agreement shall possess a High School diploma, and one (1) year as a trainer of adult learners in a professional environment and experience as a supervisor in a professional environment. A Bachelor's Degree in Aviation Management, Security Management, Law Enforcement, or a closely related field is preferable. Prior management and/or supervisory experience may be substituted for the required experience at the discretion of the CSM. Security related education may be substituted for one (1) year of the minimum experience requirement as approved by the CSM. The PQC&T Manager will be permanently assigned to DEN, as their sole duty, shall provide planning, coordination and supervision of the training and compliance department at DEN.
- f. One (1) - ***Assistant PQC&T Manager***. The Assistant Manager PQC&T furnished under this Agreement shall possess a high school diploma and must have had a minimum of one (1) year of experience as a trainer of adult learners in a professional environment. They will be assigned to DEN on a full-time basis and be responsible for implementing Security Officer training and compliance program. A staffing minimum of one (1) Assistant PQC&T Manager per fifty (50) security Officers is required. Assistant PQC&T Manager shall be assigned to a variety of shifts as needed for the Security Officer training.
- g. One (1) - ***Administrative Manager***. The Administrative Manager shall possess a high school diploma and be assigned to DEN on a

full-time basis. Overall administrative responsibilities for the operation including, assisting recruitment and onboarding, oversight of scheduling and management of administrative compliance.

- h. One (1) - ***Administrative Assistant***. The Administrative Assistant shall possess a high school diploma and be assigned to DEN on a full-time basis, to provide support for the Director, Operations and Administrative Manager.
- i. ***Security Officers***. Security Officers shall possess a high school diploma or a General Education Development (GED) certificate. Security Officers must be able to read, write legibly and speak the English language.
- j. ***Traffic Officers***. Traffic Officers support over 34,000 vehicle entries per day into passenger pick up and drop off locations at the Main Terminal at DEN. Hours can be broken down by FT (Full Time), PT (Part Time), and On-Call. The requirement is for the curbside to be staffed 24/7 on Levels 4 and 6, passenger pick up and drop off, respectively. Hours will be adjusted based on operational needs or security threat directives. Contractor will also staff DEN's Airport Office Building (AOB) Vehicle Access Gate and Loading Dock Operation which facilitates over fifty (50) deliveries per day.
- k. ***AOB Receptionist***. The AOB Receptionist shall possess a high school diploma or GED and have a minimum of two (2) years of experience in a customer service setting, manning the AOB Reception desk up to 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 CSM.
- l. ***AOB Dockmaster***. The AOB Dock Master shall possess a high school diploma or a GED. Security Officers must possess excellent communication skills, and be able to read, write legibly and speak the English language. They have one (1) year experience in a dock environment managing busy truck and delivery operations.
- m. ***Screeners***. Contractor shall provide, at their expense, a minimum of sixteen (16) hours of training for Screeners prior to their assignment to DEN. Screeners must be trained in the use of explosives detection technology, security equipment, and/or diagnostic imaging technology, how to screen individuals and their accessible property,

and/or screen merchandise and consumables. The purpose of this training is to deter, detect, and prevent the introduction of unauthorized weapons, explosives, and incendiaries into a regulated area.

- i. The training provided shall be sufficiently comprehensive to assure that the personnel can perform their duties effectively and efficiently prior to being assigned to a Screener position. In the event that a screener does not pass a random security screening test by Airport Security or the TSA, they will be removed from the position and immediately replaced with another screener at Contractor's expense.
2. Contractor shall provide the CSM with copies of training plans and all training materials, (e.g., manuals, films) for approval. Contractor shall update screener training as new equipment and procedures are mandated by the TSA and is responsible for all training records. The CSM may review the records upon request.
 - a. Contractor may suggest additional onsite positions and expected compensation.

A.9 INVOICING AND LIQUIDATED DAMAGES

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

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

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

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

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

A.9.a. Value Engineering

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

A.10 INCENTIVE PROGRAM**A.10.a. Program**

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

A.10.b. Scoring

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

A.10.c. Review Board

1. The Review Board will be comprised of the following individuals:
 - a. Site Director or individual of higher standing/position within the company.
 - b. CSM or designee.
 - c. Additional City/Stakeholder (of the CSM's choosing).
2. Any substitution of the above Review Board must be pre-approved by the CSM. Additional employees of either Party may participate in the Incentive

Program Review meeting, but only three (3) of the Review Board members' scores will be applied to the final Incentive Program calculation. During this meeting, the preliminary scores must be discussed and a final score determined. The CSM will prepare the necessary documentation to allow Contractor to submit an invoice for the Incentive Program Award that quarter.

A.10.d. Incentive program quarterly award

1. Maximum amount of the quarterly incentive will be one and five tenths (1.5%) percent of the applicable quarter's billing invoice amounts verified by the CSM. Should the billing cycle not coincide with the quarterly review period, the CSM may delay preparing the approval letter sent to Contractor until the entire quarter's invoicing is complete. Exceptions to the quarterly incentive calculation include:
 - a. Any Incentive Program Award from the previous quarter.
 - b. Any Letter of Investigation (LOI) or corrective action by TSA or FAA.
 - c. Deductions due to a Civil Penalty will be scored for the quarter the LOI was received.
 - d. Deductions for repair or replacement of City provided equipment.
 - e. Any specific security equipment purchased by Contractor as requested by the City and reimbursed through the billing process.
 - f. Deductions for "non-performance or substandard performance".

A.11 BENEFITS-REQUIRED MINIMUMS:

The following minimum benefits are to be provided by Contractor:

A.11.a. Employee Parking Required

1. Contractor agrees to provide its employees with parking. To qualify, employees must be located at DEN pursuant to this Agreement (Eligible Employees). Contractor shall pay the current rate. Rates are subject to change at any time. Contractor shall bear all parking expenses.
 - a. For Eligible Employees that wish to take public transportation, Contractor shall provide bus passes. Bus passes shall be purchased in accordance with an approved transit plan provided by the Regional Transportation District (RTD).

- b. Contractor shall be responsible for administering its transit plan with RTD for negotiated reduced rate and agrees to comply with all terms and conditions of the transit plan.
- c. The City shall reimburse Contractor at 100% of the negotiated reduced rate bus pass cost for each Eligible Employee at the end of the calendar year.
- d. Contractor agrees to provide the City with the following information attached to the final invoice that needs to be received by December 15 of the current year:
 - i. A copy of the contract relating to the transit plan between Contractor and RTD,
 - ii. A monthly report of all Eligible Employees who have and have not accepted the bus pass, and
 - iii. A detailed invoice with the cost of the transit plan, which must be clearly identifiable.
- e. Contractor agrees that any duly authorized representative of the City shall have the right to audit the books, documents, papers and records, involving the transit plan within the record retention period generally established in the Agreement.
- f. Any Eligible Employee who accepts a bus pass under this program cannot also receive an employee parking permit in the DEN Employee Parking Lot.

A.12 BENEFITS, VACATION PAY AND SICK LEAVE

A.12.a. Health And Dental Benefits

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

5. Failure to adhere to these requirements is a substantial breach of this Agreement.

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

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

A.12.c. Holiday Pay

Holiday pay shall be compensated at a rate of time and one/half. The standard observable holidays are: New Year's Day (January 1), 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).

A.12.d. Overtime

1. 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 Contractor for overtime expenses.

A.12.e. Public Health Emergency Leave (PEHL)

1. PEHL, as defined in the Healthy Families and Workplaces Act (HFWA), C.R.S. § 8-13.3-401, shall be paid by Contractor to the employee and may be directly reimbursed by the City at the employees' hourly rate. PEHL shall be in effect until the expiration period determined by HFWA. Contractor shall comply with all of the PEHL obligations and be subject to the requirements below:
2. PEHL leave must be identified on an invoice line item for the applicable billing period and billed at the employees rate of pay, only for the actual hours taken.

A.13 TRAINING**A.13.a. Training Requirements (General)**

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

5. Additionally, Contractor must provide ongoing, on-the-job training in response to personnel needs and changing conditions to ensure its personnel are performing to the satisfaction of the City and meeting all regulatory requirements. All training provided for personnel servicing DEN shall be at Contractor's expense and Contractor shall not request additional remuneration for training.
6. Security Officer training must include, but not be limited to the following:
 - a. *Operational orientation* - DEN/TSA/City policies, procedures, post orders, rules and regulations.
 - b. *Legal Restrictions* - Problem solving exercises and policies related to confrontational situations and self-defense.
 - c. *Patrols* - Methods of patrolling (offices, main terminal area, terminal drives, outlying buildings, parking areas, perimeter fence lines, tunnels, etc.) and the safe conduct of patrol rounds with guidance on notification of unsafe and security related issues.
 - d. *Report Writing* - How to prepare, draft, review, and submit relevant information for City Officers along with insurance, investigative, or litigation purposes. Security Officers must have working knowledge of the Colorado Open Records Act (CORA) and how that pertains to their Incident Reports, notes, etc.
 - e. *Radio Communications* - Radio operations in-routine and emergency situations, as well as specific training on terminology and protocol to be used with the Comm Center.
 - f. Operation and use of handheld electronic devices.
 - g. *Evacuation Procedures* - Actual walk-through of emergency evacuation for all facilities. Evacuation of handicapped persons training and activation of evacuation systems, emergency communications systems, etc.
 - h. Applicable Occupational Safety and Health Act requirements specific to the security services industry.
 - i. 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.

- j. *First Responder/First Aid* - Certified Red Cross instruction including Cardiopulmonary resuscitation (CPR).
- k. *Alarm System Orientation* - Identification and discussion of various alarm devices found on City property.
- l. Responding to and dealing with security access alarms and the various types of alarms (to include procedures for securing the event).
- m. *Screening and Inspection* - Discussion and procedure for screening or inspection of persons, their accessible property, merchandise and consumables. May include use of explosives detection technology and/or diagnostic imaging technology to perform screening. Purpose of training shall be to deter, detect, and prevent the introduction of unauthorized weapons, explosives, and incendiaries into a regulated area.
- n. *Guard Gate* - Discussion and procedure review to include all aspects of the access control system, escort program, emergency response plans, vehicle inspection program, person vetting through DEN's Identity Management System, etc.
- o. *Perimeter Patrol* - All aspects of perimeter inspection and appropriate reporting of security issues, haul route processes, GPS unit training, use of security keys, etc.
- p. Completion of the Defensive Driving Course (if applicable).
- q. Training is to include appearance, courtesy, and customer service to the public. New security officer training shall also include training specific to the duties required at specific City facilities. Security Officers and supervisors shall be familiar with site location details and provide accurate directions to the public.
- r. *Post Certification* - Posts that require additional training and are deemed critical to the operation.
- s. *Annual Recertification* - Performed with all personnel on all eligible posts prior to commencement of work and includes all items required by the CSM.

- t. *Leadership growth and development classes* - A minimum of sixteen (16) hours required for supervisors, trainers and management. Includes topics and training on leadership, team building, retention, work/life balance, communication and/or any other relevant leadership topics.
- u. *Leadership development program* - Must be in place at the time of contract initiation or within one (1) year of the Agreement initiation date.
- v. *Security Officers* - Annual, in the positions or posts in which they are staffed. Proficient in the use of de-escalation techniques, situational awareness self-defense, maintaining a high visible presence, ability to detect, deter, observe and report, how to assess situations at a high level, disengagement techniques, conflict resolution and have taken specific training of Management of Aggressive Behavior (MOAB).
- w. All personnel training documents and forms must be kept electronically, reviewed and updated annually, and be available upon request.
- x. New Post assignments due to operational need.

A.14 IMPLEMENTATION REQUIREMENTS

- 1. Contractor is responsible for securing all licenses and permits required by the laws of the State of Colorado and the City for their personnel- including supervisory, managerial and other employees directly engaged in providing protection and preserving the peace in compliance with D.R.M.C. §§ 42-131 through 167.
- 2. Thirty (30) days prior to September 14, 2022, Contractor must provide the following:
 - a. Lists of the Security Guards, Supervisors, Trainers, etc. under this Agreement and include copies of their valid Security Guard License(s), Driver's Licenses or State issued ID's, copies of all written candidate background investigation reports and evidence of CPR and First Aid training.
 - b. Samples of the Security Guards' uniform and equipment for the City's approval.
 - c. New Post Assignments: Existing Security Guards assigned to new posts shall be required to be oriented and instructed in the areas

outlined in the training requirements prior to commencing their tour of duty with a minimum of sixteen (16) hours instruction specific to the post.

- d. DEN-approved defensive driving course for each driver. The CSM shall receive copies of the training manuals and materials. The guidelines of the course should be comparable to those used by a certified defensive driving training school. The copies of each employee's training record shall be kept on file and reviewed upon request. Contractor shall not request, and the City shall not provide, additional remuneration for defensive driving courses.
3. The City shall provide Contractor with a minimum staffing plan for transition by August 15, 2022.
4. Contractor shall staff to the minimum levels established. The City will waive all fees and fines associated to unstaffed positions outside of the minimum staffing plan for the first thirty (30) days of the Agreement.

ACTS Pricing						
Description	Hours/Period (Bi-Weekly)	Year 1	Year 2	Year 3	Year 4	Year 5
Site Director	80	\$ 71.25	\$ 72.32	\$ 73.41	\$ 74.51	\$ 75.62
Assistant Director	80	\$ 55.60	\$ 56.43	\$ 57.28	\$ 58.14	\$ 59.01
Operations Manager	320	\$ 48.05	\$ 49.49	\$ 50.97	\$ 52.50	\$ 54.08
HR Manager (Admin Manager)	80	\$ 48.26	\$ 48.99	\$ 49.72	\$ 50.47	\$ 51.22
Payroll/Billing Supervisor (admin Asst.)	80	\$ 39.90	\$ 41.09	\$ 42.33	\$ 43.60	\$ 44.91
Compliance Supervisor (PQCT Mgr)	80	\$ 38.03	\$ 38.60	\$ 39.17	\$ 39.76	\$ 40.36
Training Supervisor (PQCT Asst. Mgr.)	80	\$ 38.03	\$ 39.17	\$ 40.34	\$ 41.55	\$ 42.80
Guard Supervisor	672	\$ 38.66	\$ 39.82	\$ 41.02	\$ 42.25	\$ 43.51
Management Fee		\$ 3.20	\$ 3.24	\$ 3.29	\$ 3.34	\$ 3.39
AOB Receptionist	160	\$ 32.60	\$ 33.58	\$ 34.58	\$ 35.62	\$ 36.69
Vehicle Mileage		\$0.72	\$0.72	\$0.72	\$0.72	\$0.72
Guards	6,544	\$ 33.33	\$ 34.33	\$ 35.36	\$ 36.42	\$ 37.51

EXHIBIT C

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

A. Certificate Holder and Submission Instructions

Contractor must provide a Certificate of Insurance as follows:

Certificate Holder: CITY AND COUNTY OF DENVER
Denver International Airport
8500 Peña Boulevard
Denver CO 80249
Attn/Submit to: [insert specific DEN email address for the given contract]

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

The City may at any time modify submission requirements, including the use of third-party software and/or services, which may include an additional fee to the Contractor.

B. Defined Terms

1. "Agreement" as used in this exhibit refers to the contractual agreement to which this exhibit is attached.
2. "Contractor" as used in this exhibit refers to the party contracting with the City and County of Denver pursuant to the attached Agreement.

C. Coverages and Limits

1. Commercial General Liability:
Contractor shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, independent contractors, and products and completed operations in minimum limits of \$10,000,000 each occurrence, \$10,000,000 products and completed operations aggregate; if policy contains a general aggregate, a minimum limit of \$10,000,000 annual per location aggregate must be maintained.
 - a. Coverage shall include Contractual Liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.
 - b. Coverage shall include Mobile Equipment Liability, if used to perform services under this Agreement.
2. Business Automobile Liability:
Contractor shall maintain a minimum limit of \$1,000,000 combined single limit each occurrence for bodily injury and property damage for all owned, leased, hired and/or non-owned vehicles used in performing services under this Agreement.
 - a. If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required.
 - b. If Contractor does not have blanket coverage on all owned and operated vehicles and will require unescorted airside driving privileges, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.
 - c. The policy must not contain an exclusion related to operations on airport premises.

- d. If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
 - e. If Contractor does not own any fleet vehicles and Contractor's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Contractor shall ensure that Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Contractor. This provision does not apply to persons solely commuting to and from the airport.
 - f. If Contractor will be completing all services to DEN under this Agreement remotely, this requirement will be waived.
3. Workers' Compensation and Employer's Liability Insurance:
Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits no less than \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- a. Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the Contractor to determine their eligibility for providing this coverage, executing all required documentation with the State of Colorado, and obtaining all necessary approvals. Verification document(s) evidencing exemption status must be submitted with the Certificate of Insurance.
4. Builder's Risk Insurance or Installation Floater:
During the duration of any tenant buildout activity, Contractor shall provide, coverage on a Completed Value Replacement Cost Basis, including value of subsequent modifications, change orders, and cost of material supplied or installed by others, comprising total value of the entire project at the site. Such insurance shall:
- a. apply from the time any covered property becomes the responsibility of the Contractor, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site;
 - b. be maintained until formal acceptance of the project by DEN or the placement of permanent property insurance coverage, whichever is later;
 - c. include interests of the City and if applicable, affiliated, or associate entities, the General Contractor, subcontractors, and sub-tier contractors in the project;
 - d. be written on a Special Completed Value Covered Cause of Loss form and shall include theft, vandalism, malicious mischief, collapse, false-work, temporary buildings, transit, debris removal, demolition, increased cost of construction, flood (including water damage), earthquake, and if applicable, all below and above ground structures, piping, foundations including underground water and sewer mains, pilings including the ground on which the structure rests and excavation, backfilling, filling and grading;
 - e. include a Beneficial Occupancy Clause and shall specifically permit occupancy of the building during construction. Contractor shall take reasonable steps to obtain consent of the insurance company and delete any provisions with regard to restrictions within any Occupancy Clauses within the Builder's Risk Policy;
 - f. include Equipment Breakdown Coverage (a.k.a. Boiler & Machinery), if appropriate, which shall specifically cover insured equipment during installation and testing (including cold and hot testing).
5. Commercial Crime including Client Coverage:
Contractor shall maintain a minimum limit of \$1,000,000 per occurrence including theft of City's monies, securities or valuable property by Contractor's employees, including any extended definition of employee. The City and County of Denver shall be named as Loss Payee as its interests may appear.

6. Professional Liability (Errors and Omissions) Insurance:
Contractor shall maintain a minimum limit of \$5,000,000 each claim and annual aggregate, providing coverage for all applicable professional services outlined in this Agreement.
7. Property Insurance
Contractor is solely responsible for any loss or damage to its real or business personal property located on DEN premises including, but not limited to, materials, tools, equipment, vehicles, furnishings, structures and personal property of its employees and subcontractors unless caused by the sole negligence of the City. If Contractor carries property insurance on its property located on DEN premises, a waiver of subrogation as outlined in Section F will be required from its insurer.
8. Property Insurance – Contractor Improvements and Betterments
Contractor shall maintain All-Risk Form Property Insurance on a replacement cost basis. If leased property is located in a flood or quake zone (including land subsidence), flood or quake insurance shall be provided separately or within the property policy. City shall be included as Loss Payee, as its interests may appear.
 - a. The City and County of Denver shall maintain All-Risk Form Property Insurance coverage for the real property occupied by Contractor.
9. Technology Errors and Omissions, Network Security, and Privacy Liability (Cyber):
Contractor shall maintain a minimum limit of \$5,000,000 per occurrence and \$5,000,000 annual policy aggregate including cyber liability, network security, privacy liability and product failure coverage.
 - a. Coverage shall include, but not be limited to, liability arising from theft, dissemination and/or use of personal, private, confidential, information subject to a non-disclosure agreement, including information stored or transmitted, privacy or cyber laws, damage to or destruction of information, intentional and/or unintentional release of private information, alteration of information, extortion and network security, introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon, advertising injury, personal injury (including invasion of privacy) and intellectual property offenses related to internet.
10. Excess/Umbrella Liability:
Combination of primary and excess coverage may be used to achieve minimum required coverage limits. Excess/Umbrella policy(ies) must follow form of the primary policies with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance.

D. Reference to Project and/or Contract

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

E. Additional Insured

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

F. Waiver of Subrogation

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

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

G. Notice of Material Change, Cancellation or Nonrenewal

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

1. Such notice shall reference the DEN assigned contract number related to this Agreement.
2. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal or reduction in required coverage unless due to non-payment of premiums for which notice shall be sent ten (10) days prior.
3. If such written notice is unavailable from the insurer or afforded as outlined above, Contractor shall provide written notice of cancellation, non-renewal and any reduction in required coverage to the Certificate Holder within three (3) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer's as verification.

H. Additional Provisions

1. Deductibles, Self-Insured Retentions, or any other type of retention are the sole responsibility of the Contractor.
2. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
3. Coverage required may not contain an exclusion related to operations on airport premises.
4. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under all policies where Additional Insured status is required.
5. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City under all policies where Additional Insured status is required.
6. If the Contractor procures or maintains insurance policies with coverages or limits beyond those stated herein, such greater policies will apply to their full effect and not be reduced or limited by the minimum requirements stated herein.
7. All policies shall be written on an occurrence form. If an occurrence form is unavailable or not industry norm for a given policy type, claims-made coverage will be accepted by the City provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to the City, whichever is earlier, and continuous coverage will be maintained or an extended reporting period placed for three years (eight years for construction-related agreements) beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
8. Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required minimum per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required minimum per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage remains in force.
9. Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by an authorized representative and must be submitted to the City at the time Contractor signed this Agreement.
10. The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
11. Certificate of Insurance and Related Endorsements: The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. . All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Contractor is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements herein.
12. The City shall have the right to verify, at any time, all coverage, information, or representations, and the insured and its insurance representatives shall promptly and fully cooperate in any such audit the City may elect to undertake including provision of copies of insurance policies upon request. In the case of such audit, the City may be subject to a non-disclosure agreement and/or redactions of policy information unrelated to the required coverage.

13. No material changes, modifications or interlineations to insurance coverage required under this Agreement shall be allowed without the review and written approval of DEN Risk Management.
14. Contractor shall be responsible for ensuring the City is provided updated Certificate(s) of Insurance ten (10) days prior to each policy renewal.
15. Contractor's failure to maintain the insurance required by this Agreement shall be the basis for immediate suspension and cause for termination of this Agreement, at the City's sole discretion and without penalty to the City.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned ACTS AIRPORT SERVICES, INC., a corporation organized under the laws of the State of DE, hereinafter referred to as the "Contractor" and BERKLEY INSURANCE COMPANY, a corporation organized under the laws of the State of DE, and authorized to transact business in the State of Colorado, hereinafter referred to as Surety, are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "CITY", in the penal sum of Five Hundred Thousand and 00/100 Dollars (\$500,000.00), lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

WHEREAS, the above Contractor has, as of the date of execution listed on the contract signature page, entered into a written contract with the City for furnishing all labor, materials, equipment, tools, superintendence, and other facilities and accessories for the construction of Contract Number 202159448, DEN Security Services – Curbside and Public Area Interfaces Denver International Airport, in accordance with the Technical Specifications, Contract Drawings and all other Contract Documents therefor which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

NOW, THEREFORE, the condition of this performance bond is such that if the Contractor:

1. Promptly and faithfully observes, abides by and performs each and every covenant, condition and part of said Contract, including, but not limited to, its warranty provisions, in the time and manner prescribed in the Contract, and
2. Pays the City all losses, damages (liquidated or actual, including, but not limited to, damages caused by delays in the performance of the Contract), expenses, costs and attorneys' fees, that the City sustains resulting from any breach or default by the Contractor under the Contract, then this bond is void; otherwise, it shall remain in full force and effect.
3. This bond is for the term beginning 08/01/2022 and ending 07/30/2023. The bond shall be extended for additional terms at the option of the surety, by continuation certificate executed by the Surety in accordance with Contract Number 202159448, DEN Security Services – Curbside and Public Area Interfaces Denver International Airport.

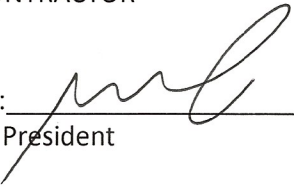
IN ADDITION, if said Contractor fails to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or any other supplies used or consumed by said Contractor or its subcontractors in its performance of the work contracted to be done or fails to pay any person who supplies rental 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 shall pay the same in an 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 any and all changes in the Contract or compliance or noncompliance with the formalities in the Contract for making such changes shall not affect the Surety's obligations under this bond and the Surety hereby waives notice of any such changes.

(End of Page)

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 8 day of June, 2022.

ACTS AIRPORT SERVICES, INC.
CONTRACTOR

By: 
President

BERKLEY INSURANCE COMPANY
SURETY

By: 
Derek J. Elston, 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.)

CITY AND COUNTY OF DENVER

By: _____
MAYOR

By: _____
Chief Executive Officer
Denver International Airport

APPROVED AS TO FORM:

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

By: _____
Assistant City Attorney

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Sandra M. Winsted; Susan A. Welsh; Christopher P. Troha; Judith A. Lucky-Eftimov; Christina L. Sandoval; Derek J. Elston; Sandra M. Nowak; Aerie Walton; Bartlomiej Siepierski; Jessica B. Dempsey; Samantha Chierici; Kristin L. Hannigan; Nicholas Pantazis; Rachel Fore; Nicholas Kertes; Corinne Chapman; Jean Torres; Roger Paraison; or Christopher T. Moser of Aon Risk Services Central, Inc. of Chicago, IL* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

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

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

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

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

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

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 5th day of May, 2022.



Attest:

By

Ira S. Lederman
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 5th day of May, 2022, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

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

Witness my hand and seal of the Company, this 8th day of June, 2022.



Vincent P. Forte
Vincent P. Forte

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned ACTS AIRPORT SERVICES, INC., a corporation organized under the laws of the State of DE, hereinafter referred to as the "Contractor" and BERKLEY INSURANCE COMPANY, a corporation organized under the laws of the State of DE, and authorized to transact business in the State of Colorado, hereinafter referred to as Surety, are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "CITY", in the penal sum of Five Hundred Thousand and 00/100 Dollars (\$500,000.00), lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above Contractor has entered into a written contract with the City for furnishing all labor, materials, tools, superintendence, and other facilities and accessories for the construction of Contract No. 202159448 Denver International Airport, in accordance with the Technical Specifications, Contract Drawings and all other Contract Documents therefor which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

NOW, THEREFORE, the condition of this payment bond obligation is such that if the 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 shall indemnify and save harmless the City to the extent of any and all payments in connection with the carrying out of such Contract which the City may be required to make under the law, then this obligation shall be null and void, otherwise, it shall remain in full force and effect;

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that any and all changes in the Contract, or compliance or noncompliance with the formalities in the Contract for making such changes shall not affect the Surety's obligations under this bond and the Surety hereby waives notice of any such changes.

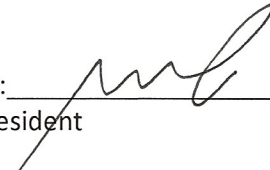
PROVIDED HOWEVER, this bond is for the term beginning 08/01/2022 and ending 07/30/2023. The bond shall be extended for additional terms at the option of the surety, by continuation certificate executed by the Surety in accordance with the Contract Number 202159448, DEN Security Services – Curbside and Public Area Interfaces.

[END OF PAGE]

Bond No. 0245208

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 8 day of June, 2022.

ACTS AIRPORT SERVICES, INC.
CONTRACTOR

By: 
President

BERKLEY INSURANCE COMPANY
SURETY

By: 
Derek J. Elston, 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.)

CITY AND COUNTY OF DENVER

By: _____
MAYOR

By: _____
Chief Executive Officer
Denver International Airport

APPROVED AS TO FORM:

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

By: _____
Assistant City Attorney

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Sandra M. Winsted; Susan A. Welsh; Christopher P. Troha; Judith A. Lucky-Eftimov; Christina L. Sandoval; Derek J. Elston; Sandra M. Nowak; Aerie Walton; Bartlomiej Siepierski; Jessica B. Dempsey; Samantha Chierici; Kristin L. Hannigan; Nicholas Pantazis; Rachel Fore; Nicholas Kertes; Corinne Chapman; Jean Torres; Roger Paraison; or Christopher T. Moser of Aon Risk Services Central, Inc. of Chicago, IL* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

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

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

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

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

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

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 5th day of May, 2022.



Attest:

By

Ira S. Lederman
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 5th day of May, 2022, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

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

GIVEN under my hand and seal of the Company, this 8th day of June, 2022.



Vincent P. Forte
Vincent P. Forte

Exhibit E**EXECUTIVE ORDER NO. 136****TO: All Departments and Agencies Under the Mayor****FROM: John W. Hickenlooper, Mayor****DATE: May 21, 2009****SUBJECT: Non-displacement of Qualified Workers under City Service Contracts**

Purpose: When a city service contract expires, and a follow-on contract is awarded for the same service, at the same location, the successor contractor or its subcontractors often hires the majority of the predecessor's employees. On some occasions, however, a successor contractor or its subcontractors hires a new work force, thus displacing the predecessor's employees.

The City and County of Denver's procurement interests in economy and efficiency are served when the successor contractor hires the predecessor's employees. A carryover work force reduces disruption to the delivery of services during the period of transition between contractors and provides the City and County of Denver benefits of an experienced and trained work force that is familiar with the city's personnel, facilities and requirements.

- 0.0 **Applicable Authority.** The applicable authority relevant to the provisions and requirements of this Executive Order is found in § 2.2.10 (A) and (C) of the Charter of the City and County of Denver, as well as in the Mayor's authority to make and enforce contracts on behalf of the City and County of Denver as set forth in §§ 2.2.3 and 2.2.4 of the Charter.
- 1.0 **Policy.** It is the policy of the City and County of Denver that city service contracts and solicitations for such contracts shall include a clause that requires the contractor, and its subcontractors, under a contract that succeeds a contract for performance of the same or similar services at the same location, to offer those employees (other than managerial and supervisory employees) employed under the predecessor contract whose employment will be terminated as a result of the award of the successor contract, a right of first refusal of employment under the contract in positions for which they are qualified. There shall be no employment openings under the contract until such right of first refusal has been provided. Nothing in this order shall be construed to permit a contractor or subcontractor to fail to comply with any provision of any other Executive Order or other applicable laws and policies.

2.0 **Applicability.** As used in this Executive Order, the term “city services contract” shall mean a contract entered into directly by the City and County of Denver with a private contractor to provide maintenance or operational services to a city building or facility, and to which either the city’s Living Wage Ordinance (Sec. 20-80, D.R.M.C.) or the city’s Prevailing Wage Ordinance (Sec. 20-76) otherwise applies; to wit, this Executive Order shall apply to contracts for the performance of work by the following types of service employees only:

- A. Parking lot attendant.
- B. Security guard.
- C. Child care worker at any public building or public parking facility owned by the city.
- D. Clerical support worker.
- E. Janitors or custodian, including window washers and other similar janitorial or custodial work.

3.0 **Authority to Exempt Contracts.** If the head of any department or agency finds that the application of any of the requirements of any requirement of this Executive Order would not serve the purposes of this order or would impair the ability of the City and County of Denver to procure services on an economical and efficient basis, the head of such department or agency may exempt its department or agency from the requirements of any or all of this Executive Order with respect to a particular city services contract or any class of city services contracts.

4.0 **Contract Clause.** The following contract clause shall be included in solicitations for city service contracts that succeed contracts for performance of the same service at the same location and in the contract itself:

“NONDISPLACEMENT OF QUALIFIED WORKERS

“(a) Consistent with the efficient performance of this contract, the contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those employees (other than managerial and supervisory employees) employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the employees were hired, a right of first refusal of employment under this contract in positions for which employees are qualified. The contractor and its subcontractors shall determine the number of employees necessary for efficient performance of the work. Except as provided in paragraph (b) there shall be no employment opening under this contract, and the

contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation. The contractor and its subcontractors shall make an express offer of employment to each employee as provided herein and shall state the time within which the employee must accept such offer, but in no case shall the period within which the employee must accept the offer of employment be less than 10 days.

“(b) The contractor shall retain, for a ninety (90) day transition employment period, qualified employees who have exercised their right to accept employment with the contractor as provided in paragraph (a) of this section. During the ninety (90) day transition employment period, the contractor shall not discharge without cause an employee retained pursuant to this section. For purposes of this section, the term “cause” shall include, but not be limited to, the employee’s conduct while employed under the predecessor contract that may have contributed to any decision to terminate the predecessor contract. At the end of the ninety (90) day transition employment period, the contractor shall perform a written performance evaluation for each service employee retained pursuant to this section. If the employee’s performance during such ninety (90) day period is satisfactory, the contractor shall offer the employee continued employment under the terms and conditions established by the contractor or as required by law; provided, however, nothing in this section shall be construed to create any right or entitlement to continued employment by the contractor for any particular period of time in excess of the ninety (90) day transition employment period.

“(c) Notwithstanding the obligation under paragraph (a) above, the contractor and any subcontractors (1) may employ under this contract any employee who has worked for the contractor or subcontractor for at least 3 months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (2) are not required to offer a right of first refusal to any employee(s) of the predecessor contractor who are not service employees within the meaning of Section 3.0 of Executive Order No. 136, and (3) are not required to offer a right of first refusal to any employee(s) of the predecessor contractor whom the contractor or any of its subcontractors reasonably believes, based on the particular employee’s past performance, has failed to perform suitably on the job.

“(d) The contractor shall, not less than 10 days before completion of this contract, furnish the contract administrator a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service

employee under this contract and its predecessor contracts either with the current or predecessor contractors or their subcontractors. The contract administrator will provide the list to the successor contractor, and the list shall be provided on request to employees or their representatives.

“e) If it is determined that the contractor or its subcontractors are not in compliance with the requirements of this clause, appropriate sanctions may be imposed and remedies invoked against the contractor or its subcontractors, as provided in this contract.

“(f) In every subcontract entered into in order to perform services under this contract, the contractor will include provisions that ensure that each subcontractor will honor the requirements of paragraphs (a) through (b) with respect to the employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor contractor and its subcontractors. The subcontract shall also include provisions to ensure that the subcontractor will provide the contractor with the information about the employees of the subcontractor needed by the contractor to comply with paragraph (c) above. The contractor will take such action with respect to any such subcontract as may be directed by the contract administrator as a means of enforcing such provisions, including the imposition of sanctions for non-compliance: provided, however, that if the contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the contractor may request that the city enter into such litigation to protect the interest of the city.”

5.0 Enforcement. The head of the department or agency administering a particular city service contract is responsible for receiving any complaints, investigating, and obtaining compliance with this Executive Order and any contractual provision entered into pursuant to this order.

6.0 Severability. If any provision of this Executive Order, or the application of such provision to any person or circumstance, is held to be invalid, the remainder of this order and the application of the provisions of such to any person or circumstance shall not be affected. Thereby.

7.0 General Provisions.

7.1 Nothing in this Executive Order shall be construed to impair or otherwise affect the authority granted by law to any department or agency of the city.

- 7.2 This Executive Order shall be implemented consistent with applicable law and subject to the availability of appropriations.
- 7.3 This Executive Order is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the City and County of Denver, its departments, agencies, officers, employees, agents, or any other person.

8.0 **Effective Date.** This order shall become effective immediately and shall apply to solicitations for city service contracts issued on or after the date set forth above.

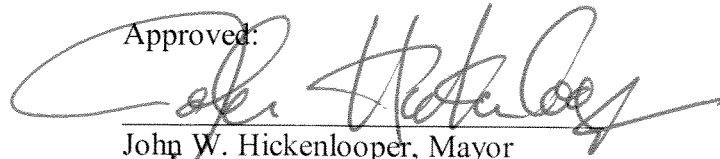
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Approved for legality:

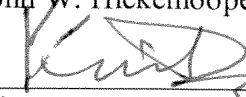


David R. Fine, City Attorney


Approved:



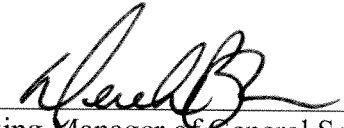
John W. Hickenlooper, Mayor



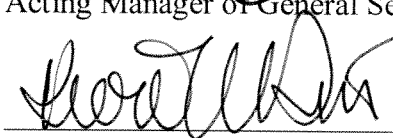
Kim Day
Manager of Aviation



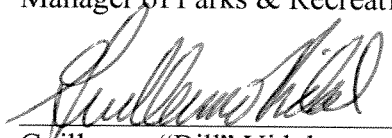
Nancy Severson
Manager of Environmental Health



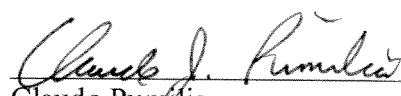
Acting Manager of General Services



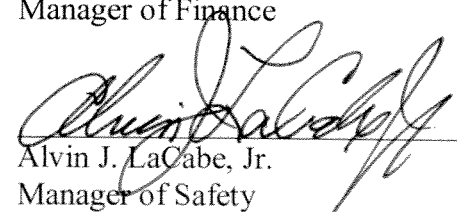
Kevin Patterson
Manager of Parks & Recreation




Guillermo "Bill" Vidal
Manager of Public Works



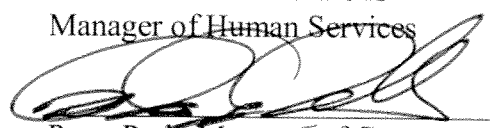
Claude Pumilia
Manager of Finance



Alvin J. LaCabe, Jr.
Manager of Safety



Patricia Wilson Pheanious
Manager of Human Services



Peter Park, Manager of Community
Development and Planning



MWBE EQUITY, DIVERSITY, AND INCLUSION PLAN



Project Number 202159448



PREPARED FOR:
CITY AND COUNTY OF
DENVER DEPARTMENT
OF AVIATION



PREPARED BY:
ACTS Airport Services



13 April 2022



MWBE, EQUITY, DIVERSITY, AND INCLUSION PLAN

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

ACTS' dedication to fostering inclusiveness internally with our employees and externally with our vendors and partners serves as our foundation as we seek to implement similar standards in leading the security program at DEN. Since our founding following the tragic events of September 11th, ACTS has delivered workforces which mirror the diverse make-up of the communities we serve. Today 85% of our workforce, both frontline and management, consists of employees from diverse backgrounds. At 51% men and 49% women, our staff is almost equally represented by both men and women. Additionally, as more municipalities and government entities have decided to set Equity, Diversity, and Inclusion (EDI) goals for the involvement of Minority Women Business Enterprises (MWBE), ACTS has established partnerships with certified and diversely owned firms in supplying security personnel, uniforms, and equipment. We point to these examples in demonstrating our dedication towards serving as an equal opportunity employer, a supporter of inclusive initiatives, and a leader in expanding diversity practices within the security industry.

As ACTS establishes a partnership with DEN in administering the Curbside and Public Areas Interfaces security program, ACTS offers the following MWBE Utilization Plan.

Key Personnel

The following personnel from ACTS will oversee our management of the Curbside and Public Areas Interfaces contract at DEN. We have listed their contact information and the responsibilities connected to the MWBE EDI Plan.

Sam Juchtman
President of ACTS Airports Services
M: 305-890-7917
E: sjuchtman@acts-sec.com

Our President, Sam Juchtman will assume the ultimate responsibility for the success of the Curbside and Public Area Interfaces contract with DEN. Relying upon more than 35 years of aviation, military, and maritime security experience, Juchtman will oversee all of ACTS' operations and personnel collaboratively with the selected MWBE firm on this contract, Advanced Professional Security, LLC, d/b/a Advanced Professional Security (henceforth Advanced Professional), a privately owned minority security guard company serving customers in Colorado and Arizona, including the City and County of Denver. Juchtman will coordinate all initial and ongoing facets of our engagement with Advanced Professional to create a comprehensive security program which fulfills all the security needs, EDI requirements, and compliance standards of DEN by utilizing a workforce comprised of employees which demonstrate the diversity of the greater Denver area. Should the DEN security force experience any challenges, those concerns will be quickly identified and collaboratively addressed in partnership with the leadership of Advanced Professional on potential solutions.



Jose “Luis” Castillo
Director, Human Resources and Equal Opportunity Employment Coordinator
M: 773-630-3462
E: lcastillon@acts-sec.com

Serving in the dual capacity as Director, Human Resources, and Equal Opportunity Employment Coordinator, Castillo oversees all recruiting, screening, and hiring practices of ACTS. The creation and posting of job opportunities and administering of all hiring practices ensures that ACTS fulfills all Local, State and Federal legal requirements and the specific contract standards for DEN. Castillon oversees our Regional Human Resources Manager, Mital Joshi, who will collaborate with Amiel Jackson, our proposed Project Manager, to conduct outreach to Denver based workforce centers, college, university, and veteran placement organizations, as well as local job fairs and open houses, and our employee referral program to create a robust and diverse candidate pipeline. Collectively, the efforts of Castillon and Joshi will ensure that every applicant is given equal opportunity to employment with ACTS regardless of their race, color, religion, sex, national origin, age, or disability. Castillon will partner with Advanced Professional to ensure that these same standards and processes are applied to their hiring practices to ensure a consistent and efficient staffing process for the Curbside and Public Area Interfaces at DEN.

Amiel Jackson
Proposed Project Manager
M: 773-812-2430
E: ajackson@acts-sec.com

ACTS proposes Jackson as the Project Manager of the Curbside and Public Area Interfaces security program at DEN. The Project Manager will serve as the day-to-day contact between DEN and ACTS. As the on-site leader of the Curbside and Public Area Interfaces, this position will have direct control of the management, supervisory, and service teams from ACTS. He will interact each day with the leadership from Advanced Professional to ensure the positions assigned to them are staffed, that the responsibilities entrusted to their personnel are being completed to the standards of DEN and identify new ways in which the partnership of ACTS and Advanced Professional can deliver value to DEN. Jackson will also serve as our designated B2GNow contact, either entering information himself, or overseeing the administrative personnel who will subsequently be hired and may also be responsible for data entry, into the B2GNow system, once DSBO creates a vendor profile for ACTS.

Seema Halani
Controller
M: 312-369-9733
E: shalani@acts-sec.com

As the Controller of ACTS, Halani will be responsible for ensuring the timely delivery of invoices to DEN, according to the airport’s specifications, and coordination of payments to Advanced Professional.

Rich Fiore
General Counsel
M: 773-366-6778
E: rfiore@acts-sec.com



Fiore will negotiate and finalize all contract terms with both DEN and Advanced Professional. He will work with both organizations to establish fair, mutually beneficial contract terms, and provide guidance throughout the term of our relationship.

MWBE Utilization Strategies

Throughout every RFP which requests the inclusion of a MWBE business in our operations, ACTS conducts an intensive search for organizations which are certified in delivering security services within the jurisdiction issuing the solicitation. ACTS hosts an initial round of interviews, learning of the prospective contractors' operations, their expertise, and their client base so we can ensure that organization can deliver to the specifications of the RFP. We often request a capabilities report to further vet these organizations and gain trust in their abilities as a suitable partner for ACTS and our prospective client. As our final review, the leadership of ACTS conducts a face-to-face interview. These conversations enable us to ensure alignment between the MWBE firm and ACTS. We seek to ensure that moving forward into a partnership will benefit both organizations and allow us to equally enhance the reputation of each company. Following this dialogue, ACTS selects our partner and requests pricing and proposal information which can be incorporated into RFP submission.

ACTS is committed to collaborating with Advanced Professional on this initiative. We have full faith in their capabilities having connected with them since the initial site visits in DEN and then collaborated in our pricing and proposal composition. We believe in their capabilities and look forward to partnering with them on the implementation of our services and the integration of our hiring, training, and mentoring process for the security personnel at DEN. We believe our interactions to this point will allow us to establish a program in which ACTS and Advanced Professional work as one in meeting DEN's security requirements. Our regular engagement with Advanced Professional and fostering of a mutually beneficial relationship will enable us to share responsibilities for this endeavor and future ones which expand upon our partnership and realize growth for both organizations. As ACTS grows, we hope that is in conjunction with Advanced Professional.

In addition to our partnership with Advanced Professional, ACTS will obtain our uniform supplies at DEN from Asia Trading International, LLC d/b/a UniPro International. For almost 20 years, UniPro has delivered uniforms and equipment for a range of industries, including security and law enforcement. As a nationally certified Women-Owned Business Enterprise, our partnership with UniPro in meeting the uniform and equipment needs of DEN, provides a meaningful growth opportunity.

Technical Assistance

Given the global security experience which the management of ACTS delivers to our security program, we welcome the chance to mentor Advanced Professional in enhancing their own security operations. ACTS' expertise in recruiting, hiring, training, compliance, and employee engagement are hallmarks of our organization and facets which we willingly share in ensuring that Advanced Professional hires high caliber Security Guards and Supervisors. By integrating Advanced Professional into our transition with DEN, our hiring, our quality assurance delivery, and our operational processes, we provide them with firsthand exposure to the methods which ACTS utilizes in delivering an industry-leading security program. This access will enable Advanced Professional to adapt and integrate these practices into their own operations thereby enhancing the security programs which they deliver, now and in the future. Additionally, as ACTS seeks to expand its operations into other markets, the partnership we initiate with Advanced



Professional at DEN could grow in meeting the MWBE goals of other clients. Our leadership team, including our operational and legal staff, are available to serve as a resource as Advanced Professional seeks guidance in bonding, insurance coverage, and technical assistance.

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

As previously identified, our Controller, Seema Halani, will collaborate with the operational leadership of Advanced Professional to create invoices, to be submitted to ACTS, which provide the staffing detail which DEN requires for payment. Halani will marry this information with the specifics of ACTS' operation. After working with DEN to design invoices which fulfill its requirements, Jackson and Halani will audit our submissions to ensure their accuracy and submit them so as to ensure timely payment to both ACTS and Advanced Professional from DEN.

ACTS is committed to fulfilling Denver's Contractor Prompt Payment requirements by paying Advanced Professional any invoiced and undisputed amounts for accepted and completed work within 35 days of ACTS' receipt of their invoice.

Procurement Process

In the interest of identifying a potential MWBE partner and meeting the participation goals of 5% of the valuation of this contract, ACTS contacted all prospective partners properly certified with the City and County of Denver, the government entity leading this solicitation. In this correspondence, we included a copy of the RFP so prospective partners were aware of the requirements of this solicitation. ACTS followed up on this initial outreach with a call or email to confirm or disqualify prospective vendors from future consideration. This decision is reached solely on the organization's expertise and ability to meet the specifications of the Scope of Work, as defined by our potential client. For instance, if a company is certified under the NAICS code for Security Officers and Patrol Services but specializes in fingerprinting staff for licensing purposes, they would be disqualified due to an inability to deliver security staffing. However, if there is good alignment between the company's capabilities and the Scope of Work, ACTS will schedule an initial introductory conversation to discuss their background, their financial strength, their employee base, their clientele, and their capabilities in meeting the Scope of Work.

In this case, our Director of Business Development and Marketing, Kevin Tomich followed up on his initial email outreach with a call to Advanced Professional. He spoke with Galen Morrow, CEO of Advanced Professional, about the possibility of working together on this initiative. Both agreed to meet following the site visits at DEN in November 2021. Once the site visits had concluded, Juchtmann and Tomich met with Morrow to discuss this opportunity, share our interest, and plan a more in-depth conversation once answers were provided to questions submitted to DEN. Once we gained additional insight through DEN's answers, ACTS hosted a conversation with Morrow, enabling an advanced conversation with our leadership and that of Advanced Professional. That call allowed the senior management of both companies the chance to exchange information on their



respective organizations, discuss their cultures, and lay out their vision for this particular security operation. With both companies agreeing to move forward, ACTS extended an invitation for Advanced Professional to supply a pricing quote and content which could be included within our proposal submission. After ACTS analyzed this information for accuracy with the terms of the RFP, local legislation or Collective Bargaining Agreements, ACTS integrated it into our submission to DEN and requested Advanced Professional to complete any necessary documents which confirmed our partnership.

Our engagement with Advanced Professional aligns with the procedures which ACTS follows for every RFP which lists participation goals for MWBE certified firms. From our initial conversations through our transition process, and throughout the contract terms, ACTS is upfront with each prospective partner in sharing details of the initial RFP and changes to the Scope of Work while learning how their expertise and capabilities can be integrated into the security operation to ensure a best-in-class program. We believe our engagement removes barriers by allowing firms of all sizes and experience to receive full consideration and engage with us for consideration as a prospective partnership. Our evaluation process helps us identify the best subcontractor; one which will enable ACTS to meet the client's requirements by delivering security solutions which protect their people, property, and operations.

ACTS notifies firms which do not advance beyond our initial conversations. We debrief on our engagement by providing feedback and the reasons we selected a different firm, without disclosing our selected partner due to confidentiality and because the RFP process is ongoing. During this call, we provide the MWBE firm with the chance to ask questions and gain insight on the reasons behind our selection. We hope our feedback assists these companies in elevating their future performance and we always encourage them to remain in touch for collaboration on upcoming opportunities.

Communication and Vendor Management

As previously discussed, ACTS believes that communication is key to establishing and maintaining a quality relationship with our MWBE subcontractor, Advanced Professional. Once the service contract has been negotiated between ACTS and DEN and throughout our partnership, since ACTS is the prime contractor, we will serve as the primary point of contact with DEN and take the lead on the transition initiatives including composition of Post Orders and allocation of staff to particular posts.

We recognize that Advanced Professional possesses a deep understanding of the operations at DEN and throughout the Denver area. Through our daily interaction between the Project Manager and the Advanced Professional supervisor, as well as regular dialogue between the leadership of both companies, our communication will flow, enabling a collaborative effort in meeting DEN's current and future security requirements. Advanced Professional's willingness to share knowledge of the Denver area can help ACTS establish a more comprehensive security operation. We welcome their feedback and insight in establishing our processes which enable the successful operation of our Curbside and Public Area Interfaces security program.

As independent organizations, ACTS and Advanced Professional will each be responsible for hiring their own staff.

While the exact training plan for DEN still needs to be determined in collaboration with DEN's leadership, within our staffing plan ACTS included a Training Supervisor and Trainer. These security leaders will leverage their security expertise to train the personnel of ACTS and Advanced Professional in securing DEN. All the employees from Advanced Professional will be required to attend the training administered by the Training Supervisor and Training of ACTS so that each Security Guard and Supervisor is educated to the same standard. This ensures consistency from



employee to employee, equal understanding across the security force, and flexibility in meeting the varying post and staffing requirements of this detail.

Once employees are onboarded, trained on security at DEN and the specification of the Post Orders, ACTS will collaborate with Advanced Professional on the deployment of their staff to ensure compliance with DEN's standards, the response to new security threats, and delivery of solutions to DEN.

As the relationship advances into Quality Assurance reviews with DEN, ACTS will include Advanced Professional so potential adjustments to the security program can then be received from DEN and shared with the field personnel of ACTS and Advanced Professional. Again, this ensures the security detail is working together as one.

Our President, Juchtmann, will coordinate all initial and ongoing facets of our engagement with Advanced Professional. Additionally, the ACTS Project Manager and the Supervisors from Advanced Professional will engage during each shift, to ensure staffing levels are appropriate and all the details of the Post Orders are being fulfilled. Should the DEN security force experience any challenges, those concerns will be quickly identified and shared with Juchtmann, as he will be the person maintaining our relationship with DEN. Juchtmann, who also serves as the primary point of contact with our MWBE subcontractor, will then share details of these conversations with Advanced Professional and work with them in identifying potential solutions. Since we seek to establish open lines of communication, if Advanced Professional holds any concerns, Juchtmann and Jackson, our Project Manager, are available 24/7 to discuss them, listen for suggested solutions, and collectively deliver improvements to DEN, its employees, and passengers. Regular communication between DEN, ACTS, and our Advanced Professional, the MWBE subcontractor, will enable the success of all parties.

Past Performance

Throughout our history, ACTS has implemented training programs, established vendor relationships, and recently hired a MWBE subcontractor to assist in our goals of equity for all.

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

Since NAVEX is a training platform which ACTS has independently purchased and is accessible only to those employees within our IT system, we are happy to connect NAVEX with Advanced Professional, or vice versa, so they can contract independently and ensure a consistent training regimen for all the security personnel within the Curbside and Public Area Interfaces security program.

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

ACTS has also established a subcontractor relationship with an MWSBE (Minority, Women, Small Business Enterprise) certified firm in Charlotte, North Carolina, as part of a recent award to ACTS Airport Services, Inc. from the City of Charlotte for the Airport Traffic Services contract at Charlotte Douglas International Airport (CLT) which began in January 2022. Through this



partnership, the MWSBE firm will deliver 336 HPW in traffic enforcement and customer service safety programs to CLT. This new venture has enabled us to partner with an organization already succeeding in Charlotte and offer mentoring which advances their future growth.

ACTS Culture

ACTS is an organization that actively promotes a diverse and inclusive culture. Our philosophy and company culture as it relates to equity, diversity, and inclusion is outlined in our company values of Trust, Professionalism, Heart, and Teamwork. ACTS seeks to build diverse teams based on the capabilities of our employees in responding to the unique needs of each client. Our commitment to diversity is built on the belief that a company consisting of employees with different professional backgrounds, life experiences, and skills, produces better, collaborative results. Our goal is foster an environment which reflects, understands, and gives voice to all our stakeholders; a mission achieved through communication across all levels of our organization.

ACTS actively promotes hiring operational leadership from our hourly ranks with an excellent track record of promoting from within. With 85% of our staff coming from diverse backgrounds, ACTS ensures we build an inclusive operational management team by always initially turning to our incumbent staff in filling vacancies or newly created management roles. This process ensures ACTS fosters an inclusive, diverse management team, retains our internal subject matter experts who are well-versed on our operations and expectations, and rewards those whose efforts have enabled our success.

In addition to promotion from within, our commitment to diverse leadership is reflected in our approach to hiring for all management positions. We require that the final interview panel includes a diverse pool of qualified candidates. While we always select the most qualified candidate, this policy has significantly impacted the diversity of our management, including our Senior Leadership Team.

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

These beliefs have been reaffirmed through our implementation of “ACTS Diversity and Inclusion” through NAVEX Global. The annual training which our staff receives has enabled ACTS to supplement our inclusive culture and establish a workplace culture which respects the beliefs and background of all. We will connect Advanced Professional with NAVEX, or vice versa, so the same instruction can be delivered to their employees.

Future Initiatives

Within the last year, ACTS has witnessed a greater focus from our customers, particularly government entities, in enacting programs which demonstrate an enhanced commitment towards diversity and inclusion. Just as ACTS intends to do with Advanced Professional, clients like DEN are seeking to add a MWBE subcontractor or increase the level of participation from these firms. ACTS supports the increased use of MWBE firms, as demonstrated in the process we outlined for vetting Denver certified MWBE firms for this solicitation.

With DEN awarding the Curbside and Public Area Interfaces to ACTS, we intend to partner with Advanced Professional over the next five years in fulfilling the security staffing requirements of this detail. We are committed to meeting the participation goals defined by DEN and maintaining this level throughout the duration of our contract. We acknowledge that DEN has embarked on significant facility upgrades, which will improve the services offered to employees, passengers, and vendors, like ACTS and Advanced Professional, at the airport. As the scope of the Curbside and



Public Area Interfaces security program grows with these expansions, so too will the level of staffing delivered by both ACTS and Advanced Professional. Our collaboration on this initiative means both organizations will be responsible for expanding upon their workforce in response to these expected, yet undetermined, needs. This growth will enable Advanced Professional to gain increased equity and responsibility in meeting DEN's needs. ACTS will expect that Advanced Professional will utilize their recruiting, hiring, and screening processes to identify qualified Security Guards and Supervisors and partner with ACTS in training them to our collective standard of excellence.

As previously detailed, ACTS is an equal opportunity employer. Our practices ensure we hire qualified security professionals and then deliver training which educates them, mentoring which develops them, and promotional opportunities which inspire them. ACTS ensures the security professionals of today become our supervisors and operational leaders of tomorrow by looking to our current workforce in filling operational management opportunities.

ACTS Vision for Diversity and Inclusion in DEN

ACTS is prepared to meet the diversity and inclusion goals established by DEN, which, as detailed below, is that 5% of the security program for the Curbside and Public Area Interfaces security program will be administered by Advanced Professional. Just as DEN has a long-standing practice of making business opportunities available to Minority, Women, and Small Business Enterprises, ACTS is committed to encouraging the growth of these firms. Our solution focuses on the delivery of quality goods and services to DEN utilizing a diverse, minority-owned organization in meeting the security requirements of DEN's facilities.

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

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

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

Advanced Professional currently employs 187 full-time employees and generates annual revenue of \$4 million.



Given its financial strength and customers, which include leading airports and airlines, ACTS is excited at the opportunity to partner with Advanced Professional as we feel their operations and business model will enable us to collaborate in protecting those traveling through DEN.

As the awarded contractor for the Curbside and Public Area Interfaces contract, ACTS will subcontract a total of 224 hours per week to Advanced Professional. This commitment amounts to 5% of the anticipated contract value for the Curbside and Public Area Interfaces contract. Through our relationship, Advanced Professional will supply 168 hours per week of Security Guard staffing plus 56 hours per week of Supervision to oversee Advanced Professional's personnel and coordinate with the management of ACTS on our response to DEN's evolving security needs. We anticipate this detail will require Advanced Professional to hire between 6 to 8 people.

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

ACTS will demonstrate its commitment to fulfillment of the MWBE participation goal by providing regular communication with DEN's security leadership and the Division of Small Business Opportunity (DSBO) with the City and County of Denver and documentation of the participation levels from Advanced Professional through their invoices.

ACTS does not anticipate any issues meeting the participation goals of this solicitation, especially in light of Advanced Professional's success administering similar programs in the City and County of Denver and additional service to DEN. However, should that occur, ACTS will notify the DSBO and the security leadership at DEN. Our intent would be to collaborate with all parties involved to establish a process which quickly remediates any concerns. While we are dedicated to working with Advanced Professional in overcoming potential challenges, we understand that our commitment to meeting the MWBE participation goal of this contract, as previously defined, is of utmost importance. Should we experience consistent failures from Advanced Professional, ACTS will reinitiate our procurement process, as outlined above, and attempt to identify either a new MWBE contractor or additional contractors, certified with the City and County of Denver, which can assist in providing the security staffing and services necessary to enable ACTS to meet the MWBE participation commitment. We would work with the security leadership of DEN and the DSBO throughout that process, so all parties are aware and updated on these proceedings and the efforts of ACTS to satisfy our MWBE commitment.



Agreement

This agreement has been executed by the signatories listed below. In addition to all applicable provisions of the MWBE Ordinance and any corresponding Rules and Regulations, ACTS Airport Services, Inc. shall comply with the requirements of this Approved Plan. Updates to this plan will be performed annually by ACTS Airport Services, Inc. and approved by DSBO, beginning in April of 2023 or at the request of DSBO.

Contractor

Name of Firm: ACTS Airport Services, Inc.

Firm's Representative: Sam Juchtman, President

Address: 2700 S. River Road, #211, Des Plaines, IL 60018

Phone: 305-890-7917

E-Mail: sjuchtman@acts-sec.com

Signature:

A handwritten signature in black ink, appearing to read "Sam Juchtman", is written over a light gray rectangular background.

Denver Economic Development & Opportunity

Name of Firm: Division of Small Business Opportunity

Director:

Address: 8500 Pena Boulevard, Main Terminal, 6th Floor, Denver, CO 80249-6340

Phone: 720-913-1714

E-Mail: dsbo@denvergov.org

Signature:

A handwritten signature in black ink, appearing to read "Brittany Eron", is written in a cursive style.

(delegated authority from DSBO Director)

4/28/2022
