

**PARKING MANAGEMENT AGREEMENT**

**BETWEEN**

**THE CITY AND COUNTY OF DENVER**

**AND**

**SP PLUS**

## **PARKING MANAGEMENT AGREEMENT**

**THIS AGREEMENT**, is made and entered into as of the date stated on the signature page (“Effective Date”), by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City”), Party of the First Part, and **SP PLUS CORPORATION**, a Delaware Corporation who is authorized to business in the State of Colorado, (“Contractor”), Party of the Second Part:

### **WITNESSETH:**

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

**WHEREAS**, the City desires to obtain parking management services for the Parking Facilities at DEN; and

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

**WHEREAS**, the City has determined that the best interest of the public can be served by executing an Agreement for the operation of Parking Facilities at DEN; and

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

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

### **SECTION 1 - DEFINITIONS**

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

#### **1.01 AIRPORT; DEN**

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

#### **1.02 AIRPORT PARKING OFFICE; PARKING ADMINISTRATOR**

The “Airport Parking Office” (sometimes referred to as “Parking Administration”) means the office of the Director of Parking and Transportation, which is presently located on the 6<sup>th</sup> Floor, Airport Office Building, Denver International Airport, 8500 Peña Boulevard, Denver, Colorado 80249.

#### **1.03 CONTRACT ADMINISTRATOR**

“Contract Administrator” means the person designated by the Director of Parking and Transportation to perform day-to-day administration of this Agreement for the City. The Director of Parking and Transportation may from time to time designate a substitute or successor Contract Administrator by written notice to the Contractor.

#### **1.04 CONTRACTOR EMPLOYEE; CONTRACTOR PERSONNEL**

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

## **1.05 CONTRACTOR'S PROPOSAL**

"Contractor's Proposal" shall mean the Proposal as finally submitted by Contractor and accepted by the City and consisting of Contractor's plan of operation under this Agreement. Portions of Contractor's Proposal are attached hereto as **Exhibit C** and incorporated herein by reference.

## **1.06 GROSS REVENUES**

"Gross Revenues" means all parking fees and charges collected by the Contractor or due hereunder, whether collected or not, whether for cash or credit, resulting from the operations of the Parking Facilities.

## **1.07 CHIEF EXECUTIVE OFFICER**

"CEO" means the Chief Executive Officer.

## **1.08 PARKING FACILITIES**

"Parking Facilities" means the City's parking facilities at DEN, as described in **Exhibit A** of this Agreement, and as such facilities are modified from time to time during the term hereof.

## **1.09 REIMBURSABLE EXPENSES**

"Reimbursable expenses" are specified approved expenses actually incurred and paid by Contractor in its performance of this Agreement, which are reimbursed by the City in accordance with the provisions of this Agreement on a dollar for dollar basis, with no overhead or profit margin added.

## **1.10 STANDARD OPERATING PROCEDURES; SOPs**

"Standard Operating Procedures," "SOPs" or means procedures issued to the Contractor by the Contract Administrator pursuant to **EXHIBIT A**, which sets forth detailed procedures or requirements for specific portions of the Contractor's work hereunder.

## **SECTION 2 – OPERATIONS**

### **2.01 OPERATION OF RECONFIGURED FACILITIES AND FUTURE FACILITIES**

The Contractor shall operate the Parking Facilities as they may be altered and/or expanded by the City from time to time during the term of this Agreement.

### **2.02 MANNER OF WORK**

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

## **2.03 PREPARATIONS FOR ASSUMPTION OF RESPONSIBILITY**

The Contractor shall, after delivery of the written notice to proceed from the City, take such actions as are necessary to assure commencement of its operations under the Agreement beginning at 12:01 a.m. of the Agreement commencement date or other such time as may be identified by the CEO or his/her designee. These preparatory actions by the Contractor shall include, but are not limited to, setting up its office at DEN and hiring and training its personnel. In order to conduct an orderly transition, the Contractor will obtain, at least seven (7) calendar days prior to commencement of the Contractor's operations under this Agreement, all badges as necessary, clearances and/or driver's licenses which are required for such person's job classification as set out herein.

## **SECTION 3 – TERM**

### **3.01 TERM**

The term of this Agreement shall be for an initial period of five (5) years, to commence at 12:01 a.m. M.S.T. February 1, 2017 and terminating on January 31, 2022 (Initial Term), unless terminated sooner or extended in accordance with the provisions hereof.

### **3.02 AGREEMENT EXTENSION**

Upon written notice to the Contractor from the CEO or his/her designee, this Agreement may be extended for no more than two (2) consecutive extension periods of no more than twelve (12) months each under the same terms and conditions provided herein.

## **SECTION 4 – OBLIGATIONS OF THE CITY**

### **4.01 STANDARD OPERATING PROCEDURES**

It is the general purpose of the City in entering into this Agreement to make available to the public a high level of service in the Parking Facilities. To this end, the City shall prepare and provide to Contractor written operating procedures, job descriptions and standards of performance with which Contractor and its agents and representatives shall comply strictly in the performance of this Agreement. Said procedures and standards shall be incorporated in **Appendix A1** entitled "Scope of Work" and **EXHIBIT A** entitled "Standard Operating Procedures, Parking Facilities, Denver International Airport" hereinafter referred to as "SOPs", and by reference made a part hereof. The Contractor understands and agrees that the CEO or his/her successor in function and/or his/her designee, in his/her sole discretion, may amend, alter or change the SOPs; any such amendment, change or alteration will not require formal amendment to this Agreement. The CEO and/or his/her designee shall be the sole judge of Contractor's compliance with the Agreement.

### **4.02 OPERATING COSTS**

The City shall reimburse the Contractor for the costs of operating the Parking Facilities in accordance with the provisions as outlined in the Scope of Work.

#### 4.03 CREDIT CARD ACCEPTANCE

The City shall reimburse the Contractor for all costs associated with the acceptance of credit card charges for payment of parking fees if such acceptance is directed or approved by the City. Those costs shall include, without limitation, credit card processing equipment, processing fees, processing consumables, telephone service and dishonored charges so long as they are processed in accordance with procedures approved by the City. All other credit card transactions that are processed outside of the established procedures will be the responsibility of the Contractor.

#### 4.04 MAXIMUM LIABILITY

A. Any other provision in this Agreement notwithstanding, in no event shall the City be liable for payment under this Agreement for any amount in excess of **Ninety Million Dollars and Zero Cents (\$90,000,000.00)** (the "Maximum Contract Liability"). The Maximum Contract Liability may only be increased by amendment to this Agreement. All payments under this Agreement shall be paid solely and exclusively from the City's "City and County of Denver, Airport System and Operation and Maintenance Fund" and from no other fund or source. The City is under no obligation to make any future apportionments or allocations to said fund. Any services performed beyond those set forth therein are performed at Contractor's risk and without authorization under the Agreement.

B. It is agreed and understood that this Contract is a multi-year agreement with only partial funding authorized at the commencement of the term of this Contract, such partial funding consisting of the approved and/or encumbered amount of **Ten Million Six Hundred Thousand Dollars and Zero Cents (\$10,600,000.00)**. The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and the Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

#### 4.05 TIME OF PAYMENT

Payments will be made to Contractor in accordance with the City's Prompt Payment Ordinance, Denver Revised Municipal Code ("D.R.M.C.") §20-107, et. seq., subject to the Maximum Contract Amount set forth herein. Payments shall be based upon monthly invoices and receipts submitted by Contractor in accordance with the provision of this Agreement and that have been audited and approved by the City. The Contractor agrees that interest and late fees shall be payable by the City hereunder only to the extent authorized and provided for in the City's Prompt Payment Ordinance. Contractor agrees that interest and late fees shall be payable by the City hereunder only to the extent authorized and provided for in the City's Prompt Payment Ordinance.

For any subcontractor engaged by Contractor under this Agreement, the Contractor is subject to Section 20-112, D.R.M.C., requiring the Contractor to pay its subcontractors in a timely fashion. A payment is timely if it is mailed to the subcontractor no later than seven days after receipt of any payment from City. Any late payments by Contractor are subject to a late payment penalty as provided for in Section 20-112, D.R.M.C.

## **SECTION 5 – OBLIGATIONS OF THE CONTRACTOR**

### **5.01 AIRPORT RULES AND REGULATIONS**

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

### **5.03 AIRPORT SECURITY**

A. The Contractor shall comply with all rules, regulations, written policies and authorized procedures from the City and/or the Federal Aviation Administration with respect to Airport Security. The Contractor shall conduct all of its activities at the Airport in compliance with the Airport security program, which is administered by the Security Section of the Airport Operations Division, Department of Aviation.

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

C. The security status of the Airport is subject to change without notice. Should the security status of the Airport change at any time during the term of this Agreement, a written notice shall be issued to the Contractor detailing all applicable security modifications. The Contractor shall take immediate steps to comply with these security modifications.

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

### **5.04 SOLICITING**

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

## **5.05 CITY SMOKING POLICY**

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

## **5.06 USE OR POSSESSION OF ALCOHOL OR DRUGS**

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

B. Contractor shall require employees to submit to blood, urine or other screening for alcohol or drugs when there is reasonable suspicion of illicit use or the employee's being under the influence of or impaired by alcohol or drugs. Drug or alcohol screening may also be justified when, even though the employee does not exhibit observable symptoms of being under the influence, a workplace accident has occurred and there is reasonable suspicion that the accident may have been caused by human error which could be related to drug or alcohol use.

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

D. A copy of Executive Order No. 94 is attached hereto as Exhibit E, and the Contractor shall refer to it for the specific provisions of this policy.

## **5.07 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 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 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 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 fact 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 who 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's 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.

## **SECTION 6 – PARKING REVENUES; ACCOUNTING; RECORDS**

A. The City Auditor, the CEO, and their respective authorized representatives, shall have the right at any time and from time to time to audit all of the books of account, bank statements, documents, files, returns, papers, and other records, whether stored in electronic media or in hard copy, of the Contractor and other documents required to be kept by the Contractor relating to this Agreement. The Contractor, upon request by any of such officials, shall make all such records available for examination and inspection during reasonable office hours for a period of three (3) years after termination of this Agreement within the Denver metropolitan area. Subject to the prior written approval of the City and County of Denver, upon termination of this Agreement, the Contractor may surrender to the City all records and documents relating to this Agreement. In the event such records are not made available in the Denver metropolitan area, Contractor shall pay to the City in full, in advance, travel and related expenses of a City representative to travel to any location outside the Denver area for such examination. Following the travel, expenses shall be reconciled, and any difference between the advance payment and the actual expenses shall be paid by or refunded to Contractor as appropriate. Such documents shall be available to the City representative within fourteen (14) calendar days of the date of the written request. The parties agree that any delay in furnishing such records to the City will cause damages to the City which the parties agree are liquidated in the amount of Three Hundred and Fifty Dollars (\$350.00) per day for each day the records are unavailable beyond the date established as the City's notice.

B. Upon request of the Contract Administrator, the Contractor shall make available to the Contract Administrator or his/her authorized representative, all payroll records, training records, invoices for materials, books of account, and other relevant records pertinent to the Agreement for the purposes of inspection and audit of such records at the Contractor's office located at DEN.

C. The Contractor agrees that the City's Auditor or CEO or authorized representatives, may inspect any tax data provided to the Department of Revenue as required by Denver's Revised Municipal Code, Taxation and Miscellaneous Revenue and any related audit reports and data generated by the Department of Revenue. The Contractor waives any claim of confidentiality that it may have in connection therewith. Such records may include taxpayer's returns or reports, accompanying schedules and data, and associated audit data and information generated by authorized representatives of the City's Manager of Revenue.

D. If the Contractor carries out any duties of the Agreement through a subcontract with a value or cost of \$10,000 or more over a 6-month period with a related organization, the subcontract must contain a clause to the effect that the related organization must make available, upon written request, to any of the foregoing entities or officials, or their duly authorized representatives, the subcontract and the books, documents and records of the related organization that are necessary to verify the nature and extent of the costs. Such access shall be provided until the expiration of three (3) years after the services are furnished under the Agreement.

E. The contractor shall adhere to commonly accepted accounting practices and procedures that maintain proper segregation of duties at all times.

## **SECTION 7 – INDEMNITY; INSURANCE; BONDS**

### **7.01 INSURANCE**

A. Insurance Coverage. The Contractor shall obtain and keep in force during the entire term of this Agreement, including all warranty periods, all of the minimum insurance coverage forms and amounts set forth in **Exhibit F**, which is incorporated into this Agreement by this reference. The Contractor shall submit to the City a fully completed and executed ACORD form which specifies the issuing company or companies, policy numbers and policy periods for each required form of coverage.

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

C. All certificates required by this Agreement shall be sent directly to Denver International Airport, Risk Management, Airport Office Building, Room 89810, 8500 Peña Boulevard, Denver, Colorado 80249. The City Agreement number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.

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

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

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

G. No Waiver Intended. The Parties hereto understand and agree that the City and County of Denver, its officers, officials, and employees are relying on and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the City and County of Denver, its officers, officials, and employees.

## 7.02 INDEMNIFICATION

The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever, for any purpose whatsoever.

The Contractor hereby agrees to defend, indemnify and hold harmless the City, its officers, agents and employees from and against any reasonable and actual loss of or damage to property or injuries to or death of any person or persons, including property and employees of the City, and shall defend, indemnify and hold harmless the City and its officers and employees from any reasonable and actual claims, damages, suits, costs, expenses, liability, actions or proceedings, including Workers' Compensation actual claims, in any way resulting from or arising out of, directly or indirectly, the Contractor's negligent or wrongful acts in connection with, or breach of, this Agreement or the work that is the subject of this Agreement, or the Contractor's negligent or wrongful acts in the use or occupancy of City owned property or other property upon which work is performed under this Agreement, including negligent and wrongful acts and omissions of the Contractor's officers, employees, representatives, suppliers, invitees, contractors and agents; provided, however, that the Contractor's obligation to indemnify and hold harmless the City, its officers and employees under this paragraph shall not apply to liability or damages resulting from the sole negligence of the City's officers, agents and employees.

In addition to all other defense and indemnity obligations undertaken by the Contractor under this Agreement, the Contractor and its subcontractors, to the extent that its performance of this Agreement includes the allowance of utilization by members of the public of credit cards to pay monetary obligations to the City or the Contractor, or includes the utilization, processing, transmittal and/or storage of credit card data by the Contractor, shall defend, release, indemnify and save and hold harmless the City against any and all actual fines, penalties, assessments, reasonable costs, actual damages or other financial obligations, however denominated, assessed against the City and/or the Contractor and its subcontractors by credit card company(s), financial institution(s) or by the National Automated Clearing House Association (NACHA) or successor or related entity, including but not limited to, any credit card company fines, regardless of whether considered to be consequential, special, incidental or punitive damages, costs of notifying parties and persons affected by credit card information disclosure, the cost of replacing active credit cards, and any actual losses associated with fraudulent transaction(s) occurring after a security breach with respect to credit card information, and shall defend, release, indemnify, and save and hold harmless the City from any and all actual claims, demands, suits, actions, liabilities, causes of action or legal or equitable proceedings of any kind or nature, of or by anyone whomsoever, in any way affected by such credit card data or utilizing a credit card in the performance by Contractor of this Agreement. In furtherance of this Contractor's covenant to defend and indemnify, the Contractor and its subcontractors shall maintain compliance with the Payment Card Industry Data Security Standard (PCI DSS) and certify such to the City annually and upon request and with all other requirements and obligations related to credit card data or utilization.

In addition to those claims, demands, suits or liabilities described above, the contractor will defend, indemnify and hold harmless the City from any reasonable and actual claims, demands, suits, or liabilities of any kind or nature to the extent caused by or arising from the negligent acts and/or omissions of the contractor.

The Contractor's obligations set out in this section shall survive the termination of this Agreement. The Contractor agrees that it will cause each of its subcontractors performing any of the services to be provided hereunder to comply with the requirements of this section. The insurance coverage

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

### **7.02a GOVERNMENTAL IMMUNITY ACT**

The City and County of Denver, its officers, officials and employees are relying on, and do not intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§24-10-101 to 120, Colorado Revised Statutes, or otherwise available to the City and County of Denver, its officers, officials and employees.

### **7.03 PAYMENT AND PERFORMANCE BOND**

A. Performance, Payment, and Guarantee Bond satisfactory to the City and County of Denver on the form required by the City, in an amount not less than **Two Million Dollars (\$2,000,000.00)** is required of the Contractor to guarantee that it will perform the work in strict accordance with Agreement Documents and shall pay all debts incurred under this Agreement. The Surety named in the Bond must be authorized to do business in the State of Colorado.

B. This Bond must be either renewed annually by the Surety named in the Bond or replaced with an identical Bond covering the subsequent year of the Agreement issued by another Surety which has been approved in advance by the CEO. If the CEO does not receive written notice from the Surety in the manner provided in the Bond at least one-hundred and twenty (120) days before it expires or does not receive a substitute Bond in the form required by the City from an approved Surety at least one-hundred and twenty days (120) before the Bond expires, then the Contractor shall be in default of this Agreement and the CEO may immediately terminate this Agreement by giving the Contractor written notice of such default. If the City elects to extend the Agreement for up to two additional one year periods at the same prices, terms and conditions pursuant to Section 3 of this Agreement, the Contractor shall obtain and submit either an extension of the existing Performance, Payment and Guarantee Bond or the an identical Bond from another Surety that is acceptable to the City.

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

D. The only acceptable alternative to a Performance, Payment, and Guarantee Bond is an Irrevocable Unconditional Letter of Credit from a local financial institution acceptable to the City and County of Denver in the amount of Two Million Dollars (\$2,000,000.00). Renewal of said Irrevocable Unconditional Letter of Credit during the term and any one-year extensions of the Agreement shall be as set out above with respect to the Performance, Payment, and Guarantee Bond.

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

## **SECTION 8 – SUBCONTRACTING**

### **8.01 SUBCONTRACTING ALLOWED**

The Contractor may sublet portions of the Work. Notwithstanding the foregoing, all revenue functions shall be Contractor's responsibility and may not be subcontracted. No subcontractor shall in turn subcontract any portion of its work; there shall only be one tier of subcontracting.

### **8.02 OBLIGATIONS OF CONTRACTOR**

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

A. Preserve and protect the rights of the City and its funding agencies under the Agreement Documents with respect to the work to be performed so that the subcontracting thereof will not prejudice those rights; and

B. Require that the Subcontractor be bound to the Contractor by the terms of the Agreement Documents, that its work be performed in accordance with the requirements of the Agreement Documents, and, that with respect to the work it performs, that it assume toward the Contractor all the obligations and responsibilities which the Contractor assumes toward the City.

### **8.03 APPROVAL OF SUBCONTRACTORS**

All subcontractors which the Contractor expects to perform Work under this Agreement must be accepted in writing by the CEO or his/her authorized representative before the subcontractor begins work. The CEO or his/her authorized representative may refuse to accept a subcontractor for reasons which include, but are not limited to, the following:

A. Default on an Agreement within the last five (5) years.

B. Default on an Agreement which required that a surety complete the Agreement under payment or performance bonds issued by the surety.

C. Debarment within the last five (5) years by a public entity or any organization which has formal debarment proceedings.

D. Significant or repeated violations of Federal Safety Regulations (OSHA).

E. Failure to have the specific qualifications listed in the Agreement Documents for the work that the subcontractor will perform.

F. Failure to have the required City or Colorado licenses to perform the work described in the subcontract.

G. Failure to pay workers the proper wage and benefits or to pay suppliers or subcontractors with reasonable promptness within the last five (5) years.

H. Conviction within the last five (5) years of the subcontractor or its principal owners or officers of an offense involving fraud or racketeering.

Before the CEO or his/her authorized representative accepts any such subcontractor, the Contractor shall submit to the CEO a statement signed by an officer or principal of the Contractor certifying that the Contractor has investigated the qualifications and background of its proposed subcontractors and identifying the existence of any of the problems listed above or certifying that to the best of his or her knowledge the problems listed do not exist.

#### **8.04 NO CONTRACTUAL RELATIONSHIP**

The City does not intend that this Section 8, or any other provision of this Agreement, be interpreted as creating any contractual relationship between the City and any subcontractor. The City does not intend that its acceptance of a subcontractor will create in that subcontractor a right to any subcontract. The City's acceptance of a subcontractor does not relieve the Contractor of its responsibilities to the City for the work to be performed by the subcontractor.

### **SECTION 9 – WAGES AND SALARIES**

#### **9.01 PAYMENT OF LIVING WAGES**

A. Pursuant to Section 20-80 of the Revised Municipal Code, the Contractor shall pay every Covered Worker, as defined in § 20-80(a) D.R.M.C., employed by it directly upon the site of the work under this Agreement the full amounts accrued at the time of payment, computed at wage rates not less than \$ 11.68 per hour, the current living wage pursuant to § 20-80 D.R.M.C, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such workers. The Contractor shall post in a prominent place which is easily accessible to the Covered Workers the scale of wages to be paid to such workers.

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

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

assumed by the Contractor. Decreases in living wages after the date of this Agreement shall not be permitted.

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

**9.02 MINIMUM WAGE REQUIREMENTS FOR EMPLOYEES**

A. The Contractor shall be required to pay, at a minimum, an hourly wage for all employees working under this Agreement in the following positions:

POSITION	START
Parking Attendant	\$11.68
Office Staff	\$11.68
Clerk	\$11.68

B. No decrease in salary. Notwithstanding any other provision in this Section 9.02, no employee will receive a decrease in pay.

Upon request, the Contractor shall provide the City's contract administrator with documentation that verifies that these minimum wages and salaries are being paid for such positions.

**9.03 PREVAILING WAGE: PAYMENT OF PREVAILING WAGES**

A. Contractor, where applicable, shall comply with Section 20-76 of the Denver Revised Municipal Code on prevailing wages. Pursuant to Section 20-76 of the Denver Revised Municipal Code, the Contractor and each of its subcontractors shall pay every worker, laborer or mechanic employed by it directly upon the site of the work under this Contract the full amounts accrued at the time of payment, computed at wage rates not less than those shown on the current prevailing wage rate schedule for each class of employees performing work for the Contractor and its subcontractors under this Agreement. The wages shall be those prevailing as of the date of this Contract, and the Contractor shall post in a prominent and easily accessible place in its work area at the Airport, a copy of the wage rates for the positions or positions to which the prevailing wage ordinance applies. All construction workers, mechanics and other laborers shall be paid at least once per week; non-construction workers such as janitorial or custodial workers shall be paid at least twice per month.

B. The Contractor shall furnish to the City Auditor or his authorized representative, each week during which work is performed under this Contract, a true and correct copy of the payroll records of all workers employed to perform the work, to whom the prevailing wage ordinance applies. All such payroll records shall include information showing the number of hours worked by each worker, the hourly pay of such worker, any deductions made from pay, and the net amount of pay received by such worker for the period covered by the payroll. The payroll record shall be accompanied by a sworn statement of the Contractor that the copy is a true and

correct copy of the payroll records of all workers performing such work, either for the Contractor or a subcontractor, that payments were made to the workers as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all workers were paid the prevailing wages as set forth in this Contract.

C. If the term of this Contract extends for more than one year, the minimum City prevailing wage rates that contractors and subcontractors shall pay during any subsequent yearly period or portion thereof shall be the wage rates in effect on the yearly anniversary date of this Contract which begins such subsequent period. Decreases in prevailing wages subsequent to the date of this Contract shall not be effective except on the yearly anniversary date of this Contract. In no event shall any increases in prevailing wages after the first anniversary of this Contract result in any increased liability on the part of the City and the possibility and risk of any such increase is assumed by the Contractor.

D. If the Contractor or any subcontractor fails to pay such wages as required herein, the City Auditor shall not approve any warrant or demand for payment to the Contractor until the Contractor furnishes to the Auditor evidence satisfactory to the Auditor that such wages so required by this Contract have been paid. The Contractor may utilize the procedures set out in D.R.M.C. §20-76(d)(4) to satisfy the requirements of this provision.

E. If any worker to whom the prevailing wages are to be paid, employed by the Contractor or any subcontractor to perform work hereunder, has not been or is not being paid a rate of wages required by this Section 9, the CEO may by written notice to the Contractor, suspend by a stop-work order or terminate the Contractor's services hereunder, or the part of such services performed by such workers. The issuance of a stop-work order shall not relieve the Contractor or its sureties of any obligations or liabilities to the City under this Contract, including liability to the City for any extra costs incurred by it in obtaining substitute services for Airport facilities while any such stop-work order is in effect or following termination for such cause.

E. Payment of "Fringe Benefits" as determined by the Career Service Board's current prevailing wage schedule is required except when the vendor attaches to his/her proposal a Conversion Fringe Benefit Schedule approved by the Career Service Authority as applicable to this contract only, and in which event, the vendor and all subcontractors hereunder as a part of this contract shall be required to pay to the workers, mechanics, and laborers affected, the approved conversion in lieu of the "Fringe Benefits" set forth in the Prevailing Wage Schedule

## **SECTION 10 – CONTRACT ADMINISTRATION**

### **10.01 AUTHORITY OF THE CONTRACT ADMINISTRATOR**

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

B. The Contract Administrator shall from time to time issue to the Contractor written Standard Operating Procedures, which shall provide detailed procedures and/or standards for the performance of specific aspects of the Contractor's work hereunder. By way of example, a Standard Operating Procedure may address processing of transactions, deposits of monies, the content of and schedule for various reports, operational requirement for the revenue system

hardware and/or software, response to incidents, traffic routing, facility closures, or gate vending. The Standard Operating Procedures shall not materially change the specifications or scope of work herein, but shall give guidance to the Contractor's performance of such work which is in accord with then existing conditions. The Contractor shall comply with the Standard Operating Procedures which are in effect at all times. The Contract Administrator may amend or rescind any Standard Operating Procedure by notice in writing to the Contractor. Certain Standard Operating Procedure are attached to this Agreement as Exhibit A, and the Contractor shall comply with each such Standard Operating Procedure until such time, if any, as it is amended or rescinded.

C. In addition to issuing, amending or rescinding Standard Operating Procedures, the Contract Administrator may make changes in the specifications of work performed by the Contractor, including changes in the number of entry or exit lanes required for a specific parking facility, or the hours of operation, if such changes do not alter the general nature of the work being performed. Notice to the Contractor of such changes will be made orally if the duration of such change is for a limited period of time; otherwise, notice will be given in writing. In no event will the monthly management fee paid to the Contractor be adjusted for such changes.

## **10.02 CONTRACTOR'S PERFORMANCE**

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

## **10.03 DISPUTE RESOLUTION**

Disputes arising out of this Agreement shall be resolved by administrative hearing before the CEO following the procedures outlined in Denver Revised Municipal Code Section 5-17; provided, that City shall retain its right to obtain an order of eviction in accordance with applicable state law. It is further agreed that no cause of action shall be brought against the City until there has been full compliance with the terms of this Section. The parties hereto agree that the CEO's determination resulting from said administrative hearing shall be final, subject only to the Contractor's right to appeal the determination under Colorado Rule of Civil Procedure, Rule 106.

## **10.04 CONTRACT DOCUMENTS; ORDER OF PRECEDENCE**

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

Appendix No. 1A	Scope of Work
Appendix No. 1	Disadvantaged Business Enterprises
Appendix No. 2	ACDBE Non-discrimination
Appendix No. 3	ACDBE Policy
Appendix No. 4	Scheduling
Appendix No. 5	PCI
Appendix A	Compliance with Non-discrimination

Appendix C	Standard Federal Assurances
Appendix D	Standard Federal Assurances in Use or Access
Appendix E	Title VI
Exhibit A	Standard Operating Procedures
Exhibit B	IT User Agreement
Exhibit C	Contractor's Proposal (excerpts)
Exhibit D	Parking Facilities Maps
Exhibit E	Executive Order No. 94
Exhibit F	City and County of Denver Insurance Certificate
Exhibit G	Performance and Payment Bond/Letter of Credit Form

In the event of an irreconcilable conflict between (i) a provision of Sections 1 through 13 and any of the listed attachments or (ii) between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

- Appendices No. 1A through 5 and A through E
- Sections 1 through 13 hereof
- Exhibit A
- Exhibit B
- Exhibit C
- Exhibit D
- Exhibit F
- Exhibit E
- Exhibit G

## **10.05 LABOR ACTIVITY**

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

## **SECTION 11 – RESERVED**

## **SECTION 12 – DEFAULT, REMEDIES, TERMINATION**

### **12.01. TERMINATION:**

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

**B.** If this Agreement is terminated by the Contractor, or if this Agreement is terminated by the City for cause, the Contractor shall be compensated for, and such compensation shall be limited to, (1) the sum of the amounts contained in invoices which it has submitted and which

have been approved by the City, (2) the reasonable value to the City of the work which the Contractor performed prior to the date of the termination notice, but which had not yet been approved for payment, and (3) the cost of any work which the CEO approves in writing which he determines is needed to accomplish an orderly termination of the work. If this Agreement is terminated for the convenience of the City and without the fault of the Contractor, the Contractor shall also be compensated for any reasonable costs it has actually incurred in performing services hereunder prior to the date of the termination.

**C.** If this Agreement is terminated, the City shall take possession of all materials, equipment, tools and facilities owned by the City which the Contractor is using by whatever method it deems expedient, and the Contractor shall deliver to the City all drafts or other documents it has completed or partially completed under this Agreement, together with all other items, materials and documents which have been paid for by the City, and these documents and materials shall be the property of the City. This paragraph specifically excludes any software licenses, and the rights granted to the City there under, shall, upon termination, cease and the software programs shall be deinstalled and returned to Contractor or destroyed.

**D.** Upon termination of this Agreement by the City, the Contractor shall have no claim of any kind whatsoever against the City by reason of such termination or by reason of any act incidental thereto, except for compensation for work satisfactorily performed as described herein.

**E.** The Contractor has the right to terminate this Agreement with or without cause by giving not less than thirty (30) days prior written notice to the City.

## **12.02 DEFAULT**

The following are events of default under this Agreement:

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

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

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

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

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

**F.** The Contractor fails to keep, perform and observe any other promise, covenant or agreement set forth in this Agreement, and such failure continues for a period of more than 30 days after delivery by the City of a written notice from the CEO of such breach or default, except where a shorter period is specified herein, or where fulfillment of its obligation requires activity over a period of time and Contractor within 10 days of notice commences in good faith to perform

whatever may be required to correct its failure to perform and continues such performance without interruption except for causes beyond its control.

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

### **12.03 REMEDIES**

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

A. The City may elect to allow this Agreement to continue in full force and effect and to enforce all of City's rights and remedies hereunder.

B. The City may cancel and terminate this Agreement upon giving 30 days written notice to Contractor of its intention to terminate, at the end of which time all the rights hereunder of the Contractor shall terminate, unless the default, which shall have been stated in such notice, shall have been cured within such 30 days.

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

### **12.04 REMEDIES CUMULATIVE**

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

## **SECTION 13 – MISCELLANEOUS**

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

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

### **13.02 NO DISCRIMINATION IN EMPLOYMENT**

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

### **13.03 ASSIGNMENT OF AGREEMENT**

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

### **13.04 NO THIRD PARTY BENEFICIARIES**

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

### **13.05 PATENTS AND TRADEMARKS**

A. The Contractor covenants that it is the owner of or fully authorized to use any and all services, processes, machines, articles, marks, names or slogans to be used by it in its operations under or in any way connected with this Agreement. The Contractor agrees to save and hold the City, its officers, employees, agents and representatives free and harmless of and from any loss, liability, expenses, cost, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Contractor under or in any way connected with this Agreement.

B. The Contractor agrees that it will not engage in or allow its employees, subcontractors or agents to engage in, any unauthorized use or infringement of any trademark or copyright registered or owned by the City, including the City's DEN registered trademark. The Contractor agrees to save and hold the City free and harmless of and from any loss, liability, expenses, cost, suit or claim for damages in connection with any infringement by the Contractor or its officers, employees, subcontractors, agents or representatives, of any of the City's trademarks or copyrights, arising out of the operations of the Contractor under or in any way connected with this Agreement.

### **13.06 MASTER PLAN**

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

**13.07 STATUS OF CONTRACTOR AS INDEPENDENT CONTRACTOR; CITY DOES NOT FURNISH UNEMPLOYMENT OR WORKERS COMPENSATION COVERAGE:**

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

B. Without limiting the foregoing, the parties hereby specifically acknowledge that the Contractor is not entitled to unemployment insurance benefits unless the unemployment compensation coverage is provided by the Contractor or some other entity besides the City, that the Contractor is not entitled to worker's compensation benefits from the City, and that the Contractor is obligated to pay federal and state income tax on moneys earned pursuant to this Agreement. The parties further acknowledge that the provisions of this paragraph are consistent with the Contractor's insurance obligations which are set forth in this Agreement.

**13.08 NO WAIVER OF RIGHTS**

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

**13.09 NOTICES**

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

by Contractor to: CEO  
Airport Office Building, 9th Floor  
Denver International Airport  
8500 Peña Boulevard  
Denver, CO 80249

by City to: SP Plus  
1301 East Ninth Street, Suite 1050  
Cleveland OH 44114  
Contact Name: Jack Ricchiuto

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

**13.10 FEDERAL PROVISIONS**

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

expansion or development of Denver International Airport. The provisions of the attached Appendices Nos. 1 and 3 are incorporated herein by reference.

### **13.11 ESTIMATED QUANTITIES**

The approximate service and personnel needs outlined 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 outlined herein according to actual needs.

### **13.12 TIME IS OF THE ESSENCE**

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

### **13.13 CONFLICT OF INTEREST**

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

### **13.14 ADVERTISING AND PUBLIC DISCLOSURES**

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

### **13.15 SEVERABILITY**

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

### **13.16 ELIGIBLE TRANSIT PASS PROGRAM**

A. The Contractor agrees to provide its employees located at Denver International Airport under this Agreement ("Eligible Employees"), with transit passes. Transit passes shall be purchase in accordance with an approved transit plan provided by the Regional Transportation District (RTD).

B. The Contractor shall be responsible for administering its transit plan with RTD and agrees to comply with all terms and conditions of the transit plan.

C. For every month that the Contractor provides transit passes for its Eligible Employees, the City shall reimburse the Contractor 75% of the transit pass cost for each Eligible Employee.

D. The Contractor agrees to provide the City with the following information:

1. A copy of the contract relating to the transit plan between the Contractor and RTD;

2. A monthly report of all Eligible Employees who have and have not accepted the transit pass; and
3. A detailed invoice with the cost of the transit plan clearly identifiable.

E. The Contractor agrees that any duly authorized representative of the City shall have the right to audit the books, documents, papers and records of the Contractor, involving the transit plan within the record retention period generally established in the Contract.

F. The City agrees to reimburse the cost of the transit passes in accordance with subsection (C) above.

G. Any Eligible Employee who accepts a Transit Pass under this program will not also receive an employee parking permit in the DIA Employee Parking Lot. The City will provide monthly hang tags to the Contractor to issue to those employees who need to drive to the Airport for occasional use.

### **13.16 ENTIRE AGREEMENT**

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

### **13.17 CITY EXECUTION OF AGREEMENT**

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

### **13.18 NO WAIVER OF RIGHTS**

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

### **13.19. CERTIFIABLY GREEN DENVER PROGRAMS AND INITIATIVES**

Contractor shall, when applicable and practicable, follow standards and recommendations of the United States Environmental Protection Agency EPP program, the Green Seal organization, and standards and practices specified by the U.S. Green Building Council, including the Leadership in Energy and Environmental Design (LEED) program. Contractor shall fully implement all appropriate LEED-EB principals to minimize negative economic, environmental, and public health impacts of its operations and maintenance. Services must meet any directly applicable LEED-EB standards, and otherwise help the City realize the goals of the City's Certifiably Green Denver programs and initiatives.

**13.20 NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Agreement, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation, terms, conditions or privileges of employment against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

**13.21 CONFLICT OF INTEREST:** The Contractor agrees that it will not engage in any transaction, activity or conduct which would result in a conflict of interest under this Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interest of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after it has given the Contractor written notice which describes the conflict. The Contractor shall have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner acceptable to the City.

**13.22 TAXES AND COSTS:** The 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. If the City is exempt from the payment of such sales or use taxes, the City shall promptly, upon the execution of this Agreement, notify and provide to Contractor a tax-exempt certificate.

**13.23 COMPLIANCE WITH ALL LAWS AND REGULATIONS:** All of the work performed under this Agreement by the Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado and with the charter, ordinances, and rules and regulations of the City and County of Denver.

**13.24 NO THIRD PARTY BENEFICIARIES:** The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of the City and the Contractor that subconsultants and any other person other than the City or the Contractor receiving any benefits from this Agreement shall be deemed to be incidental beneficiaries only.

**13.25 ADVERTISING AND PUBLIC DISCLOSURES:** The Contractor shall not reference this Agreement or its work hereunder in marketing or public relations materials without first obtaining the written approval of the CEO, which approval will not be unreasonably withheld. Any oral presentation or written materials related to Denver International Airport shall include only presentation materials, work product, designs, renderings and technical data which have been submitted to the Chief Revenue Officer for review and approval. The Chief Revenue Officer shall review and either reject, modify, or approve submittals in a timely manner so that the Scope of Work is not adversely affected. Nothing herein shall preclude the transmittal of by the City any information to officials of the City, including without limitation, the Mayor, the CEO, member or members of City Council, or the Auditor.

**13.26 OWNERSHIP OF WORK PRODUCT:** The City may, without restriction, make use materials and documents created by Contractor and/or submitted to the City by the Contractor

under this Agreement. The product of any custom development work performed by the Contractor specifically for the City shall become the sole property of the City.

**13.27 PROHIBITION AGAINST EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THIS AGREEMENT:**

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

B. The Contractor certifies that:

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

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

C. The Contractor also agrees and represents that:

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

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

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

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

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

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

**13.28 COLORADO OPEN RECORDS ACT:**

The Contractor acknowledges that the City is subject to the provisions of the Colorado Open Records Act, Colorado Revised Statutes §24-72-201 et seq., and all documents prepared or

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

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 the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of material the Contractor may consider confidential, proprietary or otherwise exempt from disclosure. In the event of the filing of a lawsuit to compel disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees it will either intervene in such lawsuit to protect materials the Contractor does not wish disclosed, or waive any claim of privilege or confidentiality. If the Contractor chooses to intervene in such a lawsuit and oppose disclosure of any materials, the Contractor agrees to defend, indemnify, and save and hold harmless the City, its officers, agents, and employees, from any claim, damages, expense, loss or costs arising out of the Contractor's intervention including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

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

### **13.30 FEDERAL REQUIREMENTS**

#### **NON DISCRIMINATION**

Contractor covenants 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 precluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds Contractor and sub-tier contractors from the bid solicitation period through the completion of the Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

Contractor covenants it will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are attached hereto as Appendix E and herein incorporated by reference and made a part of this Agreement.

Contractor covenants, with regard to the work performed under this Agreement, it will not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor covenants it will not participate directly or indirectly in the discrimination prohibited by

any Federal Acts and or Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

Contractor covenants it will provide all information and reports required by the Federal Acts, 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 City or the FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish the information, Contractor will so certify to City or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

In the event of Contractor's noncompliance with the non-discrimination provisions of this Agreement, City will impose such sanctions as it or the FAA may determine to be appropriate including, but not limited to:

- a. Withholding payments to Contractor under this Agreement until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending this Agreement, in whole or in part, and re-enter the Premises as if this Agreement had never been made or issued.

This provision will not be effective until the procedures of 49 CFR Part 21 are followed and completed, including exercise or expiration of appeal rights.

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

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

### **CITY'S ACDBE POLICY**

As a condition of eligibility for financial assistance from the FAA, City through its Division of Small Business Opportunity ("DSBO") developed and implemented an ACDBE Policy and Program for DEN. The ACDBE Program was developed and implemented in accordance with DOT's Final Rule 49 CFR Part 23.

City's Director of DSBO has been delegated as the ACDBE Liaison Officer for DEN. In that capacity, the Director of DSBO is responsible for compliance with all aspects of the ACDBE program. The Director of DSBO has established ACDBE goals for DEN and may also establish

ACDBE concession specific goals as a percentage of annual gross receipts for this Agreement. The applicable concession specific ACDBE goal, if any, is stated in the Summary of Contract Provisions of this Agreement. The stated goal was included in a competitive solicitation process in which Contractor was recommended to operate in the Premises. During that process, Contractor submitted its required **Exhibit** to meet the ACDBE goal. DSBO found the required **Exhibit** to be responsive and thus, required that the **Exhibit** is attached to this Agreement. During the Term of this Agreement, Contractor agrees that it shall in good faith make every effort to meet the stated ACDBE goal.

To carry out its ACDBE responsibilities as they are described in this Agreement and in the Required Form C, Contractor agrees to assign this responsibility to a high level company official accountable directly to Contractor's chief executive officer. Contractor acknowledges that if its actions or failure to act violates its ACDBE responsibilities under this Agreement or the ACDBE regulations of the DOT as they may be adopted or amended from time to time, such actions shall constitute a material breach by Contractor of this Agreement and, in addition to all other remedies available to City, City may, in its sole discretion, terminate this Agreement.

### **ACDBE NON-DISCRIMINATION**

A. Contractor and any subcontractor of Contractor will not discriminate on the basis of race, color, national origin, or sex in performance of this Agreement. Contractor will carry out applicable requirements of 49 CFR Part 23 and 26 in the award and administration of agreements. Failure by Contractor to carry out these requirements is a material breach of this Agreement, in addition to all other remedies available to City, City may, in its sole discretion, terminate this Agreement.

B. This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations 49 CFR Part 23 and 26. Contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management Contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23 and 26.

C. Contractor agrees to include the statements in paragraphs (A) and (B) above in any subsequent concessions agreement or Contracts covered by 49 CFR Part 23 and 26 that it enters and cause those businesses to similarly include the statements in further agreements.

### **ACDBE PARTICIPATION AND COMPLIANCE**

A. ACDBE Goal. Contractor agrees that it will provide for a level of ACDBE participation in this Agreement equal to or greater than **Fifteen percent (15%)** of the total Maximum Contract Liability, or clearly demonstrate in a manner acceptable to City its good faith efforts to do so. Contractor will Contract with those ACDBEs as identified in their **Exhibits** for each ACDBE presented with Contractor's Response and approved by City, or such other ACDBEs certified with City's DSBO as may be approved by City. Contractor is required to make good faith efforts to explore all available options to meet the goal to the maximum extent practicable through direct ownership arrangements with ACDBEs.

Contractor shall not take any action during the term of this Agreement that may have a materially negative impact upon the Contractor's ability to meet its stated ACDBE goal.

B. ACDBE Termination and Substitution. Contractor will not terminate an ACDBE for convenience without City's prior written consent. If an ACDBE is terminated by Contractor with

City's consent or, if an ACDBE fails to complete its work on this Agreement for any reason, Contractor must make good faith efforts, in accordance with the requirements of 49 CFR Part 23.25(e) (1) (iii) and (iv), to find another ACDBE to substitute for the original ACDBE to provide the same amount of ACDBE participation. Contractor shall forthwith submit to DSBO and to the CEO a modified ACDBE Good Faith Effort together with a written request for review and approval, setting forth the circumstances in sufficient detail and with appropriate documentation to explain the necessity for the change. In every case, Contractor shall substitute a DSBO certified ACDBE, and if it cannot, then Contractor shall be required to document that it made good faith efforts to do so.

C. Reporting Requirements. No later than ten (10) days after the end of each calendar month during the Term, Contractor will submit to DSBO, in DSBO's online system or on DSBO's monthly ACDBE Utilization Report form, a report of Contractor's total Gross Receipts during the month and the total dollar value of Gross Receipts earned by each ACDBE under this Agreement or the total dollar value of goods and services purchased or leased from each ACDBE during the month, in each case calculated in accordance with the requirements of 49 CFR Part 23. If any reported ACDBE participation is from the purchase and/or lease of goods and services, Contractor must submit to DSBO, on DSBO's monthly ACDBE Utilization Report form, a report of the total dollar value of goods and services procured by the Contractor from ACDBE and non-ACDBE (non-minority/woman- owned) firms. Whenever a Joint Venture is used to meet ACDBE goals, Contractor shall submit to DSBO an annual financial statement for the preceding year indicating compensation, profit sharing, capital contributions of ACDBE partners, or any other financial information as requested by DSBO relevant to determining ACDBE compliance. Contractor shall also disclose annually the ACDBE partner's management involvement and its role in decision making. The annual financial statement shall be on a form satisfactory to DSBO and delivered to DSBO no later than February 28th of the following year. Contractor further agrees to submit any other report(s) or information that City is required by law or regulation to obtain from Contractor, or which the CEO may request relating to Contractor's operations.

D. Monitoring. DSBO will monitor the compliance and good faith efforts of Contractor in meeting the requirements of this Article. Contractor covenants to grant City and DSBO access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this Article, including, but not limited to, records, records of expenditures, contracts between Contractor and the ACDBE participants, and other records pertaining to the ACDBE participation plan, which Contractor will maintain for a minimum of three (3) years following the termination of this Agreement. Contractor covenants to grant City and DSBO access to each Concession Location under this agreement for purposes of DSBO monitoring. The extent of ACDBE participation will be reviewed prior to the exercise of any renewal, extension or material amendment of this Agreement to consider whether an adjustment in the ACDBE requirement is warranted. Without limiting the requirements of this Agreement, City reserves the right to review and approve all sub-leases or subcontracts utilized by Contractor for the achievement of these goals.

E. Other Requirements. Contractor agrees to comply with Federal, State, and Local Disadvantage Business Programs as fully set forth in **Exhibits and Contract**. Contractor's failure to comply with Federal, State, and Local Disadvantage Business Programs shall constitute a material breach by Contractor of this Agreement and, in addition all other remedies available to City, City may, in its sole discretion, terminate this Agreement.

F. Non-Compliance. In the event of Contractor's non-compliance with the ACDBE Program or failure to meet the ACDBE goal set forth in Section 9.03(A), or to demonstrate a good faith

effort to do so, City may, in addition to pursuing any other available legal remedy, terminate, suspend or cancel this Agreement in whole or in part; and/or suspend or debar Contractor from eligibility to contract with City in the future or to receive bid packages or request for proposal packages or other solicitations, unless Contractor demonstrates, within a reasonable time as determined by City, its compliance with the terms of the ACDBE Program or this Article or its good faith efforts to comply.

### **FAIR LABOR STANDARDS ACT**

This Agreement incorporates by reference the provisions of 29 C.F.R. Part 201, the Federal Fair Labor Standards Act ("FLSA"), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Contractor agrees to incorporate by reference the provisions of FLSA in all contracts and subcontracts resulting from this Agreement. Contractor has full responsibility to monitor compliance to the referenced regulation. Contractor must address any claims or disputes arising from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

### **OCCUPATIONAL SAFETY AND HEALTH ACT**

This Agreement incorporates by reference the requirements of 29 C.F.R. Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and any subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 C.F.R. Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

### **EQUAL OPPORTUNITY**

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **PROHIBITION OF SEGREGATED FACILITIES**

(1) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(2) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(3) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

### **13.31 BOND ORDINANCES; GOVERNING LAW; VENUE:**

This Agreement shall be deemed to have been made in, and construed in accordance with the laws of, the State of Colorado and the Charter and Ordinances of the City and County of Denver. This Agreement is in all respects subject and subordinate to the Airport's General Bond Ordinance any and all City bond ordinances applicable to the Denver Municipal Airport System and to any other bond ordinances which amend, supplement, or replace such bond ordinances. Venue for any action hereunder shall be in the City and County of Denver, State of Colorado.

### **13.32 SEVERABILITY**

In the event any of the provisions, or applications thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or applications thereof, shall not be affected.

### **13.33 HEADINGS**

The heading contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

### **13.34 CITY EXECUTION OF AGREEMENT**

This Agreement is expressly subject to, and shall not become effective or binding on the City, until it is fully executed by all signatories of the City and County of Denver. This Agreement may be signed electronically by either party in the manner specified by the City.

### **13.35 ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**

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

### **13.36 ENTIRE AGREEMENT**

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

**[SIGNATURE PAGES FOLLOW]**



Contract Control Number: PLANE-201628677-00

Contractor Name: SP Plus Corporation

By: 

Name: Jack Ricchiuto  
(please print)

Title: Executive Vice President - Airports  
(please print)

ATTEST: [if required]

By: 

Name: Robert Reiser  
(please print)

Title: Senior Vice President - East Airports  
(please print)



**Contract Control Number:**

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

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



## APPENDIX 1A SCOPE OF WORK

The successful Contractor shall be RESPONSIBLE for all phases of Parking Management Services at Denver International Airport as set out herein. The services provided by the Contractor under the resulting Contract include, but are not limited to:

- Collecting all Gross Revenues,
- Revenue reporting,
- Credit card processing services,
- Traffic control in the Parking Facilities,
- License plate inventory,
- Courtesy emergency vehicle service to parking patrons.
  - Jump Starts
  - Lock out
  - Lost customer
  - Air for tires
- Or other services as deemed necessary.

The Contractor shall furnish all necessary labor, tools, equipment and supplies to perform the required services at the Public Parking Facilities as defined herein, except for the equipment and facilities to be provided by the City under the provisions of this Contract.

### PARKING FACILITIES MANAGEMENT

The successful Contractor shall provide Parking Management Services in accordance with this Contract for present and future Public Parking Facilities at DEN, efficiently and in accordance with the highest standards of safety and customer service, which will provide the public with a first-class parking service, for twenty-four (24) hours per day, each day of the year, including all holidays.

### OPERATION OF EXISTING FACILITIES

The successful Contractor shall operate all Public Parking Facilities currently owned by the City and County of Denver, Aviation Department (DEN). A map showing the general layout and locations of the existing Parking Facilities and office space is incorporated in this Contract as Exhibit C. At the time of execution of this Contract, these facilities consist of:

- A. Public Parking Garage, East and West. A 5 level parking structure located on both the east and west side of the Terminal consisting of approximately 16,686 total spaces. (MOD 4 east is anticipated to open 3<sup>rd</sup> quarter 2016, this number is included in the 16,686 total).
- B. Economy Parking Facility, East and West. A surface parking facility located adjacent to the Parking Garage on both the east and west side of the Terminal, consisting of a minimum of 9,248 parking spaces.
- C. Pikes Peak Shuttle Parking. A surface parking facility located on the south side of 75<sup>th</sup> Avenue between Gun Club Road and Jackson Gap Street. This facility consists of an approximately 8,947 spaces.

- D. Valet Parking Facility, East and West. Valet parking is located in the Garage Facility on Level 4 with access from the Arrivals level. These facility consist of a minimum of 642 spaces.
- E. Mt. Elbert Parking Facility. A surface parking facility located at 68<sup>th</sup> Avenue and Valley Head Street, approximately 3.5 miles south of the Terminal Building, presently consisting of over 8,587 parking spaces.
- F. Short-term Parking Facility, East and West. Short-term is located in the Garage Facility on Level 4 with access from the Arrivals level. These facilities have a minimum of 199 spaces
- G. Hotel Valet. Additional valet will be located at the hotel. This operation will consist of 250 spaces in and around MOD 4 west.
- H. 61<sup>st</sup> and Pena Station Pay on foot parking lot located at 61<sup>st</sup> Ave and Pena Blvd. This lot will have a minimum of 800 spaces.
- I. Office Space. Over 9,945 square feet of offices, located in the Terminal Building on Level 1 West, Room 1100-15. Four additional satellite offices include vault rooms, supervisors' offices, and break rooms. Additional office space is located on Level 4 East near door 401.

## **OPERATION OF RECONFIGURED FACILITIES AND FUTURE FACILITIES**

The successful Contractor shall operate the Parking Facilities as they may be altered and/or expanded by the City from time to time during the term of this Contract, including any reduction in the number of usable parking spaces resulting from Airport security measures.

## **TYPES OF OPERATION**

The successful Contractor shall operate the Parking Facilities and insure quality service and effective revenue control in accordance with the Agreement and in the Standards Operating Procedures (SOP)

## **GENERAL REQUIREMENTS**

- A. The Contractor shall at all times provide properly trained and competent personnel in the number and classifications necessary to perform its services in an efficient manner and in accordance with the Contract Documents. The Contractor shall be responsible for the conduct of all the Contractor's personnel at all times.
- B. The Contractor's personnel are required to be properly trained and competent to perform the duties of their positions
- C. The Contractor's personnel shall be fluent in speaking, reading and writing in the English language, at no less than the level required for competent and efficient performance of the duties of his or her position, to accurately provide information

to the public and to respond to routine emergency communications by telephone or radio.

- D. Contractor shall be responsible for the neat appearance, courtesy, efficiency and conduct of all the Contractor's personnel at all times. They shall be properly uniformed, clean and neat in appearance while on duty, and shall deal with members of the public in a prompt, polite and businesslike manner. The City will provide guidelines and approval of all uniform items.
- E. The Contractor's personnel shall be strictly impartial with regard to services rendered and shall be polite under all circumstances. Under no circumstance shall any personnel or representative of the Contractor be loud or boisterous or use profane or abusive language on or about Airport property.
- F. The City may refuse to approve the Contractor's employment of any person to perform work at DEN under the contract, if such person is deemed by the Chief Executive Officer, (CEO) or his/her designee to be unfit to carry out the duties of the position to which the Contractor intends to assign or has assigned such individual.
- G. The Contractor shall remove from the Airport work site any Contractor personnel on, or invited by it onto, the Airport, when the CEO notifies the Contractor in writing that such person: a) is, in the sole opinion of the CEO or his/her designee, incompetent, unfit or disorderly; or b) has used profane or abusive language or behavior to a parking patron, to any person employed at the Airport, or to any member of the public. Such person shall not be reassigned to Airport work by the Contractor, except with the expressed written consent of the CEO or his/her designee.

#### **JOB ASSIGNMENTS; SUBSTITUTION OF PERSONNEL**

- A. The Contractor personnel performing work under this Contract shall perform exclusively under this Contract, and shall not perform any work for the Contractor, or subcontractor, as the case may be, except the work which is defined herein, consisting of Parking Management Services on site. The CEO or his designee may permit specific exceptions to this provision where such permission is obtained in writing.
- B. The Contractor shall instruct all Contractor personnel that their employment with the Contractor, or subcontractor, to work under this Contract is their primary employment. Additional employment shall in no way interfere with or compromise a personnel's ability to perform his or her duties for the Contractor or subcontractor under this Contract, or the integrity of the Airport Revenue Control System. Secondary employment cannot be a conflict of interest as determined by DEN. The Contractor shall require all Contractor personnel to promptly and to fully disclose all outside employment, and shall report all such outside employment to the DEN Contract Administrator.
- C. It is the intent of the City that all key personnel identified in the vendor's submittal actually perform such work at the Airport under the Contract, and that such key personnel be retained to work at the Airport for a minimum of 1 year to the extent

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

## **TRAINING**

- A. The Contractor shall provide personnel assigned to perform work under this Contract with adequate training in the duties of his or her job to perform the work competently. The Contractor will establish a formal, written training program for each job classification and provide to the DEN Contract Administrator a copy of its training manual, which will be kept current with all amendments to the manual.
- B. The Contractor shall provide supervisory and management level training for all supervisors and managers performing work under this contract. This training shall include customer service and parking specific training.
- C. The Contractor shall maintain a training record for each personnel. The training record shall show, the personnel's name, date of employment, and the type and date of each training class attended. Such records shall be made available to the DEN Contract Administrator upon his/her request. The DEN Contract Administrator may, from time to time, monitor the conduct of such training classes.
- D. The failure by the Contractor to comply with the requirements of this section shall constitute a material event of default under this Contract.

## **CORPORATE OVERSIGHT**

- A. The Contractor shall provide senior level corporate oversight to ensure compliance with the terms of this agreement. Such oversight shall maintain proper communication between the contractor's senior management and their staff at DEN.
- B. This requirement shall involve quarterly visits to DEN by the regional manager to review the Contractor's operations, policies, and procedures and to understand DEN's concerns. Such on-site visits are to be scheduled at least 15 calendar days in advance and consist of meetings with DEN's parking operations staff.

## **CONTRACTOR'S MANAGER AND ASSISTANT MANAGERS**

- A. The Contractor shall appoint a full-time experienced manager and full-time assistant managers to supervise all aspects of the Contractor's performance of this Contract. The manager shall be present at the Airport a minimum of forty (40) hours per week, usually during normal business hours, and shall have the overall responsibility and authority to assure the Contractor's compliance with this Contract. The manager and assistant managers appointed during the term of this Agreement are subject to written approval of the CEO or his/her designee.
- B. Each assistant manager shall assist the manager in the supervision of all aspects of the Contractor's performance of this Contract, and shall be onsite at the Airport a minimum of forty (40) hours per week. An assistant manager, as designated by the manager, shall act as the manager in the manager's absence. The Contractor shall have the number of assistant managers at all times as required to provide manager coverage as stated in the contact documents.

*NOTE: The categories, duties and qualifications of the positions set forth below may be changed by the Manager through the SOPs.*

## **SPECIFIC POSITION REQUIREMENTS - MANAGER**

The Contractor's manager is responsible for administering the performance of the Contract in all respects, including supervision of all personnel performing services under the Contract. The manager's responsibilities include but are not limited to:

- A. Serving as the Contractor's representative and point of contact with the City/DEN for all matters concerning the Contract
- B. Referring requests for public information and all media requests to the City/DEN for an appropriate response or direction
- C. Oversight of all of the Contractor's operations under this Contract at Denver International Airport (DEN), including;
  - 1. Revenue collection,
  - 2. Traffic control, facility utilization,
  - 3. Quality customer service,
  - 4. Response to all incidents and changing conditions, such as equipment malfunctions and accidents,
  - 5. Maintaining proper staffing levels.
  - 6. Making recommendations to improve and streamline processes,
  - 7. Continuously monitoring staffing levels particularly as it relates to automation of the facilities.
  - 8. Reports required at DEN
- D. Timely submittal to the City of all invoices, reports, staffing plans and other documents required by the Contract.
- E. Hiring, training, assigning, scheduling, promoting, disciplining and discharging personnel to work for the Contractor.

- F. Annual review, or more often as needed, and revision of Contractor policies and procedures relating to the Contractor's performance of the Contract, PCI DSS, including personnel, safety, security, and operational matters.
- G. All other matters required for the Contractor's compliance with the Contract.
- H. The manager shall meet the following minimum qualifications:
  - 1. A four year degree in business administration, management, personnel management, accounting or a related field from a recognized accredited college or university. Associate Degrees and Certificates of Completion on course work in applicable areas can be applied to the education requirements. Parking management/managerial experience can be substituted on a year for year basis for education requirements up to maximum of two years.
  - 2. Five years of executive (managing supervisor) airport parking management/managerial experience at an operation that is comparable in size and complexity to DEN.

#### **SPECIFIC POSITION REQUIREMENTS – ASSISTANT MANAGER**

The assistant manager will report to the manager and will assist the manager with respect to all aspects of the manager's duties, will serve as the secondary point of contact with the City for matters relating to the Contract, and will act in place of the manager in his/her absence.

- A. The assistant manager shall meet the following minimum qualifications:
  - 1. A four year degree in business administration, management, personnel management, accounting, or a related field from a recognized college or university. Associate Degrees and Certificates of Completion on course work in applicable areas can be applied to the education requirements. Parking management/managerial experience can be substituted on a year for year basis for education requirements up to maximum of two years.
  - 2. Three years of supervisory airport parking management experience on an environment similar to DEN or other comparable experience deemed equivalent by the Contractor and DEN.

#### **SPECIFIC POSITION REQUIREMENTS – Operations Managers**

The operations manager will report to the assistant manager and will assist the assistant manager with respect to all aspects of the assistant manager's duties. The operations manager responsibilities include, but are not limited to:

- A. Maintaining knowledge of the duties of each supervisory position such as lane, traffic, finance, valet and personnel.
- B. Performing as assistant manager upon request.
- C. Applicants for the position of operations manager shall have the following experience, at a minimum:

1. A four year degree in business administration, management, personnel management, accounting, or a related field from a recognized college or university. Associate Degrees and Certificates of Completion on course work in applicable areas can be applied to the education requirements.
2. Parking management/managerial experience can be substituted on a year for year basis for education requirements up to maximum of two years.
3. One year of management experience at a comparable parking facility with a minimum of 3,000 spaces.

### **SPECIFIC POSITION REQUIREMENTS –Supervisory Staffing**

First line supervisors of personnel on duty during a shift. The Contractor's supervisory staff may include the following:

- A. **Accounting Supervisor**, whose duties include but are not limited to: supervision of the finance, audit and vault clerks; responsibility for collecting, depositing and reporting all funds due and payable to the City; responsibility for bank transactions and input of manual credit card transactions; maintenance of records/receipts for the Contractor's reimbursable expenses; and review of the Contractor's finance policies and procedures.
- B. **License Plate Inventory (LPI) Supervisor**, whose duties include but are not limited to: supervision of all LPI personnel; responsibility for nightly collection and reporting of license plate inventory information; responsibility for use and maintenance of all LPI devices; and responsibility for downloading, quality control and storage of LPI data and maintenance of all LPI records.
- C. **Traffic Supervisor**, and whose duties include but are not limited to: supervision of all traffic personnel and surface lot attendants; responsibility for care and storage of traffic and signage equipment and supplies; responsibility for maintaining reports and log sheets as required by the Contract; and review of the Contractor's traffic policies and procedures.
- D. **Lane Supervisor**, whose duties include but are not limited to: supervision and coordination of scheduling of all shift cashiers; providing assistance to patrons and personnel as needed; ensuring that an appropriate number of exit lanes are open at all times as required by the City and the current conditions; responsibility for care of cashier terminals, including monitoring supplies and reporting equipment malfunctions; responsibility for verification of specific transactions as required (abnormal, not documented, etc.); and review of Contractor's supervisor and cashier policies and procedures.
- E. **Valet Supervisor**, whose duties include but are not limited to: supervision and coordination of scheduling of all valet attendants; providing assistance to patrons as needed; responsibility for care and monitoring of all equipment and supplies used in valet services; and review of Contractor's valet services policies and procedures.
- F. Applicants for the position of Supervisor shall have the following minimum qualifications:
  1. One year customer service related employment experience.
  2. One year work experience in public parking operation.

3. High school graduate or equivalent education, and proficiency in reading, writing and speaking English.
4. For Finance and LPI Supervisors, some computer experience is also required.

### **SPECIFIC POSITION REQUIREMENTS – Clerk Staffing**

The Contractor's staff may include the following Clerk positions.

- A. **Vault Clerk**, whose duties include but are not limited to: preparing cashier banks prior to shift change; reconciling cashier close-outs; performing and reconciling cash drops; preparing bank deposits; and assisting in preparation of daily reports; providing accurate information to the public regarding airport parking operations and instructions for customer complaints and claims.
  - a. **M i n i m u m** qualifications of high school graduate or equivalent education required; proficiency in reading, writing and speaking English required; six months' public parking experience required; six months' customer service required; some bookkeeping or accounting experience desirable; some computer experience desirable.
- B. **Finance Clerk**, whose duties include but are not limited to: assisting Finance Supervisor with collection, deposit and reporting of City parking revenues; assisting in maintaining Contractor petty cash funds, receipts and disbursements; assisting with input of manual credit card transactions and all bank transactions; assisting in preparation and submittal of daily and monthly reports; assisting in maintaining discrepancy documentation and discrepancy tracking system; and assisting with responses to City audits.
  - a. **M i n i m u m** qualifications of high school graduate or equivalent education required; proficiency in reading, writing and speaking English required; six months' public parking experience required; one year customer service experience required; some bookkeeping or auditing experience desirable; some computer knowledge required.
- C. **Audit Clerk**, whose duties include but are not limited to: performing ticket audits on all cashiers reflecting an overage or shortage at shift end; conducting random audits; responding to City document and research requests.
  - a. **M i n i m u m** qualifications of high school graduate or equivalent education required; proficiency in reading, writing and speaking English required; six months' public parking experience required; one year customer service experience required; some bookkeeping or accounting experience desirable; some computer experience required.
- D. **License Plate Recognition (LPR) Clerk**, whose duties include but are not limited to: performing review on pictures provided by the LPR system, and matching or near matching of license plates in question. Assist with research for lost ticket or swapped ticket transactions. Responding to City document and research requests.
  - a. **M i n i m u m** qualifications of high school graduate or equivalent education required; proficiency in reading, writing and speaking English required; six months' public parking experience required; one year customer service experience required; some computer experience required.
- E. **Front Desk Clerk**, whose duties include but are not limited to: Answer phone from internal and external customers, transfer or direct customer to appropriate department. Assist

customer in person at the front reception area, or over the phone at the entrance and exits into the parking facilities. Assist lost customers by looking up plate and location of vehicles. Respond to City document and research requests.

a. **M i n i m u m** qualifications of high school graduate or equivalent education required; proficiency in reading, writing and speaking English required; six months' public parking experience required; one year customer service experience required; some computer experience required.

F. **Dispatcher Clerk**, whose duties include but not limited to: coordinating all radio communications for the Contractor during his/her shift, including service requests, providing accurate information to the public concerning all areas of the Airport parking operations and proper response to customer questions, complaints, and claims, and maintaining hourly status reports which are submitted to the traffic supervisor as required.

a. Minimum qualifications for this position are: High school graduate or equivalent education required; one year public parking experience required; one year customer service required; proficiency in reading, writing and speaking English; some experience in traffic direction required.

G. **Assistant Supervisors** will include LPI, Traffic, Lane and Valet and must meet the same minimum qualifications as the other specific Clerk.

### **SPECIFIC POSITION REQUIREMENTS – Parking Attendant**

A. **Traffic Agent**, whose duties include but not limited to: performing hourly space counts, observing traffic flow and reporting conditions to the Traffic Supervisor; responsibility for care of assigned traffic equipment; being prepared to act in the capacity of a cashier as and when directed; and providing accurate information to the public concerning all areas of Airport parking operations and general airport information.

a. Minimum qualifications for this position are: High school graduate or equivalent education required; proficiency in reading, writing and speaking English required; one year public parking experience required; one year customer service required; must be able to work outdoors in all weather conditions and must possess a valid Colorado driver's license.

B. **License Plate Inventory (LPI) Agent**, whose duties include but not limited to : performing the nightly LPI; and being prepared to act in the capacity of a cashier as and when directed, as well as providing accurate information to the public concerning all areas of Airport parking operations and general airport information.

a. Minimum qualifications for this position are: High school graduate or equivalent education required; proficiency in reading, writing and speaking English required; some public parking experience desirable; some experience in customer service required; must be able to work outdoors in all weather conditions and must possess a valid Colorado driver's license.

C. **Cashiers**, whose duties include but not limited to: processing transactions and collecting

the City's parking revenues as required by the Contract; exhibiting courteous and professional behavior in constant interactions with parking customers; providing accurate information and instructions in response to customer inquiries, complaints and claims.

- a. Minimum qualifications for this position are: High school graduate or equivalent education required; proficiency in reading, writing and speaking English required; some customer service experience required; some cashier experience desirable; some typing or data entry experience desirable.

D. **Valet Attendants**, whose duties include but not limited to: parking and retrieving customer vehicles from designated parking areas; processing transactions and collecting the City's parking revenues as required by the Contract; exhibiting courteous and professional behavior in constant interactions with parking customers; providing accurate information and instructions in response to customer inquiries, complaints and claims.

- a. Minimum qualifications for this position are: High school graduate or equivalent education required; some customer service experience required; proficiency in reading, writing and speaking English required; some cashier, typing or data entry experience desirable must be able to work outdoors in all weather conditions and must possess a valid Colorado driver's license.

## SHIFT STAFFING REQUIREMENTS

A. Between Manager and Assistant Managers there will be coverage seven (7) days a week, between 6:00am to approximately midnight.

1. General Manager – 1 position
2. Assistant Managers – Adequate coverage to the above requirement.
3. Operations Managers – Scheduled twenty-four (24) hours per day.
  - One of the Operations Manager is to be designated as a Valet Manager.

B. Trainer – 40 hour work week with various shift.

C. Office staff -40 hour work week, Monday through Friday and/or business demands.

1. Payroll
2. Human Resources
3. Office Manager
4. Accounting Manager

D. Supervisory coverage to perform the following responsibilities, (certain positions may require to be scheduled twenty-four (24) hours per day), but not limited to:

1. Lane
2. Traffic
3. Valet
4. LPI
5. Accounting

E. Clerks - Various work shifts Scheduled twenty-four (24) hours per day

1. Audit Clerk
2. Vault Clerk
3. LPR Clerk

4. Front Desk Receptionist
  5. Dispatchers
  6. Finance Clerk
  7. Assistance Supervisor
- F. Parking Attendant - Scheduled Twenty four (24) hours per day. Schedule approved by the City to ensure adequate staffing.
1. Cashier
  2. Traffic Agents
  3. Valet Attendants
  4. License Plate Inventory Agents - Scheduled daily from Midnight to 8:00am.

### **PERSONNEL DRIVER LICENSES AND RECORDS**

- A. Contractor personnel driving either City or Contractor provided vehicles under this contract are required to maintain an excellent driving record. Drivers with a driving record unacceptable to the City's insurance underwriter will be removed by the Contractor to a non-driving job if available
- B. The Contractor will review every driver's Colorado Motor Vehicle record quarterly. DEN reserves the right to request Motor Vehicle Records from other states. Drivers with 5 points or more or a pending alcohol related charge against their driving record will not be allowed to drive City or Contractor vehicles. All drivers with an alcohol or drug related charge shall be dealt with in accordance with the provisions of Executive Order NO. 94.
- C. All Contractor personnel assigned to the Airport who drive must obtain and maintain a Colorado Class "R" driver's license in accordance with Colorado Law during their employment at the Airport.
- D. All Contractor personnel assigned to the Airport will carry Airport or company badges at all times during their employment at the Airport

### **EQUIPMENT AND SERVICES PROVIDED BY CITY**

The City shall provide and maintain the following:

- A. Revenue and Operational Control Equipment: The City's parking revenue and operational control system, owned and maintained by the City, includes:
  1. Ticket Issuance Machines (TIMs) at all entrance lanes, except at the 61<sup>st</sup> and Pena Station.
  2. Ticket validation devices.
  3. Gates at all entry and exit lanes and associated in-pavement loops and detectors.
  4. Reservation and Automatic Vehicle Identification (AVI) systems.
  5. Cashier/attendant booths; cashier terminals and fee display units.
  6. Electronic credit card processing units
  7. Computers
  8. Parking tickets for all TIMs;
  9. License Plate Recognition (LPR); revenue control equipment monitoring system;
  10. Intercom system; video monitoring

11. Pneumatic tube systems
  12. Pay on foot stations.
  13. Additional equipment as approved and required by DEN.
- 
- B. Radios: City shall provide for use by the Contractor under this Agreement an adequate number of handheld radios and two base radios, which will be owned and maintained by the City.
  - C. License Plate Inventory Devices: City shall provide for use by the Contractor under this Agreement an adequate number of License Plate Inventory Devices (LPIDs), which will be owned and maintained by the City.
  - D. Variable Message Boards: City shall provide for use by the Contractor, Variable Message Boards (VMB). The City will provide routine maintenance and repairs for such signs. The City will dictate the messages and work with the Contractor to place signs and display the appropriate messages.
  - E. Banking and Related Equipment/Supplies: City shall provide for the Contractor's use bank bags with locks and keys, deposit slips and all other related banking equipment, such as bank account endorsement stamps. Except for consumable supplies, these items will remain the property of the City.
  - F. Phones/Intercom System: City shall provide for the Contractor's use a phone/intercom system. The Contractor will provide its own long distance telephone service at its own cost.
  - G. Office Space: City shall provide office space for the Contractor, equipped with restroom facilities and locker space for personnel. The Contractor will be responsible for the cleaning of the office space.
  - H. Personnel Parking: City shall make parking space available to the Contractor's personnel in the Employee Parking Lot as designated by the City.
  - I. Document Storage: City will provide a secure facility for the storage of city required documents and used parking tickets, based upon official DEN Retention program.

## **MAINTENANCE OF PARKING FACILITIES**

The City shall maintain the garage structure, paved surfaces (including striping and pavement markings) and the following:

- A. Fencing, Guardrails
- B. Sidewalks, Covered Walkways and Parking Structure
- C. Lighting of Facilities, Roadway and Structure
- D. In-Pavement De-Icing Coils
- E. Landscaping
- F. Snow Removal, Sweeping and Washing of the Parking Facilities
- G. Elevators and Stairwells
- H. Electricity, Water and Sewer

## **EQUIPMENT PROVIDED BY CONTRACTOR**

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

- A. Two safes for securing cash located within the vault, and 1 safe in each of the 4 Plazas (6 total).
- B. A minimum of fourteen (14) vehicles for use only at DEN:
  - 1. 10 pickup trucks, vans or SUV's
  - 2. 4 electric passenger carts
- C. The Contractor shall provide all vehicles and transportation equipment necessary to conduct its operations on the Airport. The minimum Contractor-owned transportation equipment necessary to operate the Parking Facilities shall consist of ten (10) vehicles including small or mid-size pickup trucks with jump start units and tire inflators, SUVs with jump start units and tire inflators, four (4) electric carts and vans. All Contractor vehicles and transportation equipment shall be new at the commencement of this Contract, shall conform to all applicable rules, regulations, ordinances, and state and federal laws, shall be maintained regularly, shall at all times be in a safe condition, and shall present a good appearance acceptable to the City. The pickups, SUVs and vans will be replaced at a minimum of 100,000 miles.
- D. If a vehicle is removed from the premises for maintenance purposes, a substitute vehicle shall be provided for the time period the required vehicle is out of service. The Contractor shall provide all gas, maintenance, insurance, licenses, bonds, etc. for the vehicles. All such vehicles shall contain a 4" company logo affixed to the sides of each vehicle. All required vehicles shall be dedicated to this Contract and shall remain on the Airport property at all times and be operable.
- E. Office furniture and equipment, including telephone service, for its offices at DEN, which shall be of good quality and appearance and which shall be kept in good repair and replaced as necessary.
- F. Time management system capable of providing the necessary records to submit with the monthly billing and requisition.

## **RATES AND CHARGES**

The Contractor shall charge users of the Parking Facilities only those rates which are established in writing by the CEO and shall permit only such free parking as may be established in writing by the CEO. The CEO shall have the sole and unrestricted right, and as often as he/she deems necessary or advisable, to revise the parking rates. Any such change shall be evidenced by notice in writing by the CEO or his/her designee.

- A. If the Contractor charges any patron a rate, fee, or charge in excess of the established schedule of rates, the amount by which the actual charge exceeds the established rate schedule shall constitute an overcharge which shall be returned to the patron, where possible, and otherwise become the property of the City. Refunds of overcharges will be

handled in accordance with the procedures outlined in the Standard Operating Procedures.

- B. If the Contractor charges any patron a rate, fee, or charge which is less than the established schedule of rates, or a Contractor personnel does not reconcile the accounting of funds, the amount by which the actual charge or deposit is less than the appropriate total dollar amount constitutes a shortage and an amount equivalent thereto shall be immediately paid by the Contractor into the parking revenues due the City hereunder.

## **CHANGE FUND**

The Contractor shall establish, fund, and maintain throughout the term of this Contract, a separate cashier's change bank account with a constant minimum balance of Twenty Thousand Dollars (\$20,000.00). The cost of maintaining this fund will not be reimbursable. If during the term hereof, the CEO determines, in his/her discretion, that the amount of the cashier's change bank is insufficient, the Contractor will increase it to the amount specified by the CEO by written notice.

## **GRATUITIES**

With the exception of valet attendants, who may accept tips from the public, neither the Contractor nor its personnel, officers and agents shall solicit or accept gratuities for any reason whatsoever from any personnel of the City or the General Public.

## **Annual Budget**

- A. The Contractor shall prepare and submit to the City, at least 45 days prior to commencement of the contract year, an annual budget pursuant to standards of service required of the Contractor by the City. The annual budget shall be subject to approval in advance by the City.
- B. The approved annual budget shall include all anticipated costs and expenses to be incurred by the Contractor in the normal operation of the Parking Facilities including, the following:
  - 1. Billable hour cost with number and names of each personnel per each classification.
    - a. Reimbursable Expenses: Expenses shall be reimbursable if approved in writing in advance by the City, if not, they will be disallowed and will be payable solely by the Contractor.
- C. The approved annual budget shall specifically exclude the following (which shall be provided by the Contractor at its own expense):
  - 1. Office equipment, furniture (not built in), all office supplies and long distance telephone service.
  - 2. Fees and costs associated with a bank account that is used to process refund checks for customers.

3. All licenses, permits, fees and business taxes necessary to do business.
4. Costs and expenses of non-resident legal, administrative, bookkeeping, executive personnel and Contractor officials.
5. Bonds and insurance required by this Agreement.
6. Cost of repairs for damages to City or private property caused by negligence or omissions of Contractor or its personnel.
7. Transportation equipment as defined below or in Contract.
8. Travel accommodations and professional memberships.
9. Criminal Background Check (fingerprinting) fees for personnel that are required to have a SIDA Badge.

### **Monthly Budgets**

- A. The Contractor shall prepare and submit a monthly budget to the City on or before the 20<sup>th</sup> of each calendar month with projected costs of maintaining and operating the Parking Facilities for the following month based on the staffing levels as approved by the City. The same categories of personnel and reimbursable costs used in the annual budget shall be itemized in the monthly budget, as follows:
  1. Billable hour cost with number and names of each personnel per each classification.
  2. Reimbursable Expenses as defined above or in Contract
- B. Approved monthly budget expense amounts shall constitute the maximum payable for each category of expenditure, except for special items approved in advance in writing by the City.

### **Monthly Staffing Plan and Budget**

No later than the 20th day of each calendar month, the Contractor will submit to the City the Staffing Plan and Budget for the following month in the format provided by the City, and attached to the SOPs in Exhibit A. The City will approve or alter such plan and return promptly to the Contractor. The Contractor will itemize the same cost categories covered in the annual budget. Monthly budgets will be submitted by the Contractor for approval on the form provided by the City and attached to the SOPs in Exhibit A.

### **AMENDMENTS**

Amendments to monthly or annual Staffing Plans and Budgets shall be made by written request by the Contractor to the City. The City shall have the right to approve or not approve the request. Written approval from the City shall be required for approval of a Contractor request for an amendment to a monthly or annual Staffing Plan and Budget.

## **REIMBURSEMENT OF APPROVED EXPENSES TO CONTRACTOR**

The Contractor shall pay all costs and expenses connected with the operations hereunder when due. On a monthly basis Contractor shall submit to the City a written report of all prior approved expenses incurred and paid in the operation of the Parking Facilities for the preceding month of operation. Unless otherwise approved by the CEO or designee, all costs and expenses to be reimbursed by the City to the Contractor shall have been incurred and actually paid by the Contractor during the preceding month. Said report shall be accompanied by legible, dated evidence of disbursements.

## **CUMULATIVE MONTHLY REIMBURSEMENTS NOT TO EXCEED ANNUAL BUDGET**

- A. Cumulative monthly reimbursements of expenses for equipment, supplies and services shall not exceed the annual budget for each category of equipment, supplies and services.
- B. In the event the Contractor is required by the CEO to perform any services in addition to those required in this Agreement, any costs relating to said additional services must be first approved by the City.
- C. In no event shall the maximum liability for these additional services exceed Eight Hundred Thousand Dollars (\$800,000.00).

## **MONTHLY BILLING**

- A. The City will reimburse the Company for approved operating expenses for the previous month. Billings shall be made on the Monthly Budget and Requisition Form provided by the City and attached to the SOPs as Exhibit A.
- B. All supporting documentation submitted with the Monthly Budget and Requisition Form shall be legible and dated, including receipts for expenditures. Receipts for claimed reimbursement must include valid documentation of the Contractor's payment of the expense. Receipts which are illegible and undated are not acceptable documentation for reimbursement of expenditures.
- C. Additional supporting documentation needed for Monthly Budget and Requisition shall include the following reports:
  - 1. Billable hour cost with number and names of each personnel per each classification
- D. Reimbursement will be made for actual verified expenses. All reimbursable expenses must be approved in writing in advance by the CEO or designee. Such reimbursable expenses are:

1. Uniforms and related uniform expenses for re-issues and dry cleaning for coats and snow suits. Routine cleaning is excluded.
2. Advertisements for airport parking facilities.
3. Cashier terminal tapes.
4. Lockout equipment.

E. Customer refunds. All requests must include a copy of the customer's refund check and the City's refund request list. Some customer refunds may not be reimbursable as determined by the City.

1. Banking supplies used for depositing City revenues.
2. Personnel name plates.

F. The following items will be incurred and paid for by Company before submitting for reimbursement:

1. Fees and costs incurred for processing credit card transactions at the Parking Facilities.
2. Personnel Airport badge fees.

G. The City will provide all City required forms at no charge to the Company.

## PRICING AND COMPENSATION

### PRICING INFORMATION:

#### PRICING:

Pricing is firm and fixed for the first contract year (February 1, 2017 through and including January 31, 2018).

Effective February 1, 2018, the fees per employee hour paid to Contractor hereunder shall be increased annually for each Contract Year during the term of this Agreement by application of the following formulae, where "Index" shall mean the annual Consumer Price Index (CPI-U) for All Items and All Consumers for the Denver-Boulder-Greeley, Colorado Metropolitan Area as maintained by the U.S. Bureau of Labor Statistics (1982-1984 = 100), based upon calendar year. If the United States Bureau of Labor Statistics shall discontinue issuing the Index for the Denver-Boulder- Greeley Metropolitan, then the wage adjustments provided for in this Agreement using the Index shall be made on the basis of changes in the U.S. national city average CPI-U for all items and all consumers, if available, or if not, using the most comparable and recognized cost-of-living index then issued and available which is published by the United States Government.

Each "Original Fee" is the number stated by the proposer as the hourly fee per classification in their proposal:

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$$\text{Fee per Employee Hour for 02/01/2018 - 01/31/2019: Original Fee} \times \frac{\text{Index for 2017}}{\text{Index for 2016}} = \text{New Rate}$$

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$$\text{Fee per Employee Hour for 02/01/2019 - 01/31/2020: Original Fee} \times \frac{\text{Index for 2018}}{\text{Index for 2017}} = \text{New Rate}$$

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In all subsequent contract years, at the request of the contractor, the costs for management fee may be adjusted to reflect an increase or decrease, if any, by application of the following formulae, where "Index" shall mean the annual Consumer Price Index (CPI-U) for All Items and All Consumers for the Denver-Boulder-Greeley, Colorado Metropolitan Area as maintained by the U.S. Bureau of Labor Statistics (1982-1984 = 100), based upon calendar year. If the United States Bureau of Labor Statistics shall discontinue issuing the Index for the Denver-Boulder- Greeley Metropolitan, then the wage adjustments provided for in this Agreement using the Index shall be made on the basis of changes in the U.S. national city average CPI-U for all items and all consumers, if available, or if not, using the most comparable and recognized cost-of-living index then issued and available which is published by the United States Government.

Under no circumstances shall the increase in costs rise more than 1.5% per annum.

Due Dates for Pricing Updates:

PRICING UPDATE DUE DATE	PRICING PERIOD
April 15 <sup>th</sup>	February 1 through January 31
May 1 <sup>st</sup> City Review and Approval	(retroactive)

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

If the pricing update is not submitted by April 15<sup>th</sup>, pricing will remain unchanged for the following year. However, if the calculation shows a reduction in costs, the City may unilaterally adjust the pricing to reflect a decrease in costs.

PRICING ITEMS:

The pricing items listed below are for the various costs for this contract

**Management Fee**

Hourly rate for management fee, this will be added to the hourly rate for each of the listed fees below. All maintenance, technology, insurance, licenses, permits, bonding, profit, all costs associated with the ACDBE program, and all other administrative costs to accomplish this contract, this includes all payroll taxes that are the responsibility of the vendor.

**Include a detailed breakdown of all the costs included in proposal.**

\$ 3.97 per hour

**Parking Attendant Rate**

Price per hour for employees provided by the Contractor-as required in the RFP; this should include all wages, benefits, and taxes related to personnel.

**Include a detailed breakdown of all the costs included in proposal.**

**This must be the gross pay rate for the personnel, this includes all payroll taxes that are the responsibility of the contractor.**

\$ 24.15 per hour per parking attendant

### Office Staff Rate

Price per hour for employees provided by the Contractor-as required in the RFP; this should include all wages, benefits, and taxes related to personnel.

**Include a detailed breakdown of all the costs included in proposal.**

**This must be the gross pay rate for the personnel, this includes all payroll taxes that are the responsibility of the contractor.**

\$ 38.58 per hour per office staff

### Clerk Rate

Price per hour for employees provided by the Contractor-as required in the RFP; this should include all wages, benefits, and taxes related to personnel.

**Include a detailed breakdown of all the costs included in proposal.**

**This must be the gross pay rate for the personnel, this includes all payroll taxes that are the responsibility of the contractor.**

\$ 24.63 per hour per clerk

### Supervisor Rate

Price per hour for employees provided by the Contractor-as required in the RFP; this should include all wages, benefits, and taxes related to personnel.

**Include a detailed breakdown of all the costs included in proposal.**

**This must be the gross pay rate for the personnel, this includes all payroll taxes that are the responsibility of the contractor.**

\$ 25.49 per hour per supervisor

## DEDUCTIONS FOR NON-PERFORMANCE OR SUBSTANDARD PERFORMANCE

The Contractor acknowledges that its services under this Contract require handling and accounting for substantial sums of Airport revenues and constant direct interaction with parking customers at the Airport, and that therefore the highest standards of competence, integrity, reliability and courtesy are required in the performance of the Contractor's duties hereunder, for the protection of City revenues and delivery of quality service to the public at Denver International Airport. Therefore, it is agreed that deviations below the standards of performance required under this Contract shall result in deductions from the compensation payable for such services, as described below. The provisions of this section shall not preclude recovery by the City of damages, or the City's obtaining equitable relief, for breaches of the Contract by the Contractor.

INCIDENT	DEDUCTION
Failure to staff a shift with the number of personnel set out in the approved monthly staffing plan for such shift.	\$100 per hour for each personnel Contractor fails to provide as required by approved staffing plan.
Exit lane delays due to exit lanes not being staffed as required by the approved staffing plan, which result in vending the gates.	Amount of lost revenue based on the ticket values and \$500 per occurrence.
Failure to secure an open gate which results in loss of revenue	\$100.00 per occurrence and amount of lost revenue based on the average ticket value.

Booth doors and windows open or unlocked	\$100.00 per occurrence
Documented or substantiated incident of rude behavior (as defined by the City) by the Contractor's personnel towards the general public	\$50.00 per occurrence
Duplicate credit card processing by cashier or clerk without valid documented explanation which remains uncorrected for a period of 48 hours, and which did not arise from an equipment malfunction.	\$150.00 per occurrence
Failure to provide or complete an accident report within 24 hours if knowledge of such accident was known or should have been known by Contractor for damage to City and/or County property.	\$300.00 per occurrence
Incomplete, dirty, or otherwise unacceptable uniform worn by Contractor personnel on duty.	\$50.00 per hour for each person so attired, if not corrected within 2 hours after notice from City.
Failure to submit reports or documentation within time required, resulting from the acts or omissions of Contractor.	\$100.00 for each day a report is late; separate deduction for each late report if two or more are due at the same time and submitted late.
Failure to update and submit to contract administrator yearly, or to update and submit based on an audit any/all procedures for each type of classification	\$100.00 for each day a procedure is not submitted to contract administrator.
Late bank deposits of City funds resulting from act or omission of Contractor	3% of revenues from the Public Parking Facilities not deposited for each day of delay.
Failure to deposit any overage or shortage with the deposit for the day of its occurrence.	\$50.00 per occurrence.
Failure of the contractor to maintain at all times a current log or master list identifying each of its personnel who has an key or access device identifying each office or area to which each personnel has been issued such key or access device.	\$100 per occurrence plus the cost to rekey
Unauthorized tampering with the computer system for Parking Revenue Control System resulting in a loss of labor or out of pocket costs.	\$2,000.00 per occurrence.

Failure to complete license plate inventory without prior City approval resulting from the acts or omissions of Contractor.	\$1,000.00 per occurrence plus value of revenues lost as a direct result of the incomplete inventory.
Incorrect input of license plate inventory if such input is greater than a mutually acceptable standard of error.	\$100.00 plus the value of revenues lost as a direct result of the incomplete or inaccurate inventory.
Incorrect Transaction Processing if not found and corrected by Contractor within 48 hours.	\$50 per occurrence plus the value of all lost revenue
Failure to maintain the required numbers of Company owned types of vehicles on site and in working condition.	\$50 per day until the required numbers and types of vehicles are on site and in working condition.
Failure to replace the company owned pickups, SUVs and vans at 100,000 miles.	\$50 per day until the replacement is on site.
Failure to keep all variable message boards (VMBs) locked and secured.	\$100 per occurrence plus the value of the VMB if it is stolen/missing.
Incorrect Processing of a Promissory Note.	\$100 per occurrence plus the value of all lost revenue.
Loss of Keys and access devices	\$100 per KEY or device along with associated costs to replace
Failure to change vault combination as noted in the Collections and Deposits of Revenues section.	\$1,000.00 per occurrence

## COLLECTIONS AND DEPOSITS OF REVENUES

- A. It is the successful Contractor's responsibility to protect parking revenues and to operate efficiently within the revenue control system established by the City. All parking revenues are public funds, and the Contractor shall collect and hold in trust for, and on behalf of, the City all such monies collected from parking customers in accordance with the established rate structure. The Contractor shall deposit all such monies daily in the bank designated by the City and otherwise in accordance with Section 7 of the Agreement, Parking Revenues; Accounting; Records and other applicable provisions of this Agreement and the Standard Operating Procedures.
- B. All Parking Facilities revenues collected by the Contractor are the property of the City, and the Contractor is responsible for such revenues until they are deposited in the City's bank account. Such deposits will be made daily. The Contractor shall comply with the SOPs concerning Processing of Transactions and Deposit of Revenues, which is included in this Contract as Exhibit A, and as such procedures may be amended by the Contract Administrator in writing from time to time during the term of this Contract.
- C. All Parking Facilities revenues collected will be kept in the locked vault room, to which a limited number of the Contractor's personnel will have access. When any Contractor

personnel with such access and knowledge of the combination to the vault room lock is suspended or terminated, resigns, is reassigned to work elsewhere than the Airport, or is placed on any type of administrative or investigatory leave, the Contractor will immediately notify the Contract Administrator, and will pay to have the vault combination or code changed.

- D. Contractor shall deposit all overages and shortages with the deposit for the business day of its occurrence. Shortages and overages will not offset each other.

## **CONTRACTOR'S OFFICES AND OTHER WORK AREAS**

The Contractor shall maintain the interior of its main and satellite offices in a completely clean, businesslike, and orderly manner at all times. Office furniture and equipment will at all times be presentable and businesslike. Broken, defaced or unnecessary items will be promptly removed and, if appropriate, replaced.

The Contractor shall keep booth interiors and all window areas clean and orderly. No signs will be affixed to the windows except as directed by the Contract Administrator.

The Contractor shall immediately upon discovery of the need, submit to the City a Maintenance Request for all repairs needed to any booth, including the replacement of broken windows.

The Contractor will not allow rubbish or trash to accumulate in its personnel' work areas.

The Contractor will not be reimbursed for any cleaning costs enumerated above.

## **PROTECTION OF PROPERTY; ACCIDENTS; DAMAGE**

- A. The Contractor shall take all necessary steps and precautions to adequately protect Airport property, adjacent property and the public.
- B. In the event of damage to any City facilities as a result of the Contractor's operations, the Contractor shall take immediate steps to notify the Contract Administrator and subsequently repair or restore all services to the satisfactory approval of the Contract Administrator. Further, the Contractor shall engage any additional outside services which may be necessary to prosecute repairs until services are restored. All costs involved in making repairs and restoring disrupted service shall be borne by the Contractor, and the Contractor shall be fully responsible for any and all claims resulting from the damage. The Contract Administrator, at his/her option, may elect to perform such repairs and deduct the cost of such repairs, replacements, and outside service from the amounts due to the Contractor under a monthly invoice.
- C. The Contractor will repair or be liable for the cost to repair any damaged City facilities or property when such damage is caused by the Contractor, its personnel,

agents or subcontractors, to the extent that the cost of such repair is not covered by insurance provided by the City. Any insurance deductible will be the responsibility of the Contractor. The Contractor shall work with the Contract Administrator to insure all property damage is repaired to the satisfaction of the City.

- D. Any Contractor personnel involved in a motor vehicle accident while driving on the Airport will immediately report the accident to his supervisor and to the Denver Police Department. The Contractor will complete an accident report form for its own records and will supply a copy of that form to the Airport Parking Office within 24 hours of the accident.
- E. The Contractor's personnel must immediately report to the Denver Police Department at DEN, each and every incident in which any individual is observed breaking gate arms or damaging any City owned equipment or facilities, including guard rails, card readers, TIMs, fee displays, or crash barriers, so that appropriate charges may be filed. Copies of all such reports shall be provided to the Airport Parking Office no later than the next business day. The Contractor shall train its personnel to obtain information including license plate numbers and description of the persons involved in the incident.
- F. Parking Facility customers claiming damage to their vehicles will be referred to the Airport Parking Office. At no time will the Contractor or its personnel make a promise or commit the City to any action regarding such a claim.

#### **EMERGENCY VEHICLE SERVICE**

Upon request, the Contractor will provide assistance for car locations (patrons' lost vehicles, rental car searches and Police Department requests only), emergency battery start-ups, lockouts and tire inflations. The City will post signs in the Parking Facilities with the Contractor's telephone number advising patrons to call for emergency vehicle service. All services are provided at no charge to the patron, and shall be provided in compliance with the Operating Procedures.

#### **TICKETS AND ENTRY TERMINALS (ET's)**

The Contractor shall be responsible for protecting from theft or misuse all parking tickets collected, and shall account for all tickets issued by the ETs or otherwise. The Contractor will not be given keys or internal access to the TIMs. All tickets will be loaded into the TIMs by the City's authorized technicians only, and not by the Contractor's personnel. Collected tickets will be sorted and stored as required. The Contractor will inspect all TIMs externally at least three times daily for signs of tampering or damage, which will be reported and documented in accordance with the Operating Procedures.

#### **TRAFFIC CONTROL SERVICES; MONITORING PARKING FACILITY USAGE**

- A. The Contractor is responsible for maintaining smooth traffic flow within the parking facilities by utilizing traffic directors to direct patrons to available parking areas and away from areas that are full. This control may include closing entire modules or levels of the terminal parking garage and redirecting traffic to the outlying parking areas.

- B. the Contractor shall report the number of spaces available in each of the parking facilities to the Airport Parking Office daily, and shall keep the Airport Parking Office informed of buildups of exit lane traffic in accordance with the Operating Procedures and the Contract Administrator's instructions.

### **REPORTING MAINTENANCE NEEDS**

The Contractor shall promptly notify the City of any needed maintenance or cleaning for any Parking Facility, including but not limited to lighting, pavement markings, telephones, waiting shelters, fencing, and signage, using the Maintenance Request Form in accordance with the Operating Procedures and the Contract Administrator's instructions.

### **KEYS AND ACCESS DEVICES**

- A. The Contractor will exercise extreme care to ensure keys or other access devices to its offices are restricted only to those personnel requiring the keys to perform their duties properly. The Contractor will maintain at all times a current log or master list identifying each of its personnel who has an key or access device identifying each office or area to which each personnel has been issued such key or access device. The Contractor will be responsible for keys issued to its personnel and will pay the City for the cost of replacements.
- B. The Contractor shall return to the City at the expiration or termination of this Contract, or upon demand by the City, all access keys or access badges issued to it or any subcontractor for any area of the Airport, whether restricted or not restricted. If the Contractor fails to do so, the Contractor shall be liable to reimburse the costs of all the City's costs for work required to prevent compromises of the Airport Security system, The City may withhold funds in the amount of such costs from any amounts due and payable to the Contractor under this contract.

### **UNAUTHORIZED REMOVAL OF VEHICLES**

The Contractor will be responsible to notify Parking Administration of any vehicle illegally or dangerously parked, vandalized, or adjacent to Airport property or parking facilities. However, the Contractor shall not move or remove any vehicle from Airport property or parking facilities. Failure to comply with this section will result in the Contractor being liable for damage to vehicles it moves or removes.

# Denver International Airport Terminal Public Parking Facilities Monthly Budget and Requisition (Parking Operation)

In accordance with the Management agreement dated \_\_\_\_\_, as amended by the Assignment and Amendatory agreement effective \_\_\_\_\_, Standard Parking Corporation is submitting as a monthly budget on \_\_\_\_\_ or the payment for the month of \_\_\_\_\_, and on the date shown below as a requisition for payment of fees due.

Items	Budget	Submitted	Deductions	Reimbursed	Remarks
<b>Salary &amp; Wages</b>					
Parking Attendant					
Office Staff					
Clerk					
Supervisor					
Sub-Total					
<b>Management Fee</b>					
Sub-Total					
<b>Expenses</b>					
Uniforms					
DEN Approved Advertisement					
Cashier Terminal Tapes					
Lockout Equipment					
Customer Refunds					
Bank Supplies					
Cashier Name Plates					
Airport Badge Fees					
Fees and Cost for processing CC					
Postage					
Miscellaneous					
Sub-Total	-				
Total Expenses	\$ -				
Expense Deductions	\$ -				
Grand Total	\$ -				

Budget Approval \_\_\_\_\_ Date \_\_\_\_\_

Requisition Approval \_\_\_\_\_ Date \_\_\_\_\_

We hereby certify that this requisition is true and just and that payment for any or all of the items listed above has not been received

By \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

## APPENDIX 1

### DISADVANTAGED BUSINESS ENTERPRISES- REQUIRED STATEMENTS

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

**Contract Assurance (§ 26.13)** – The Contractor or subcontractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted Contracts.

Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the recipient deems appropriate.

**Prompt Payment (§26.29)** – The prime Contractor agrees to pay each subcontractor under this prime Contract for satisfactory performance of its Contract no later than thirty (30) days from the receipt of each payment the prime Contractor receives from Contractor. The prime Contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the sponsor. This clause applies to both DBE and non-DBE subcontractors.

## APPENDIX 2

### ACDBE NONDISCRIMINATION AND ASSURANCE REQUIREMENTS

(1) This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations 49 CFR part 23. Contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management Contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR part 23.

(2) The Contractor agrees to include the above statements in any subsequent concession agreement or Contract covered by 49 CFR part 23, that it enters and cause those business to similarly include the statements in further agreements.

## APPENDIX 3

### ACDBE/DBE POLICY AND OBJECTIVE STATEMENTS:

This part 23 seeks to achieve several objectives:

- (a) To ensure nondiscrimination in the award and administration of opportunities for concessions by airports receiving DOT financial assistance;
- (b) To create a level playing field on which ACDBEs can compete fairly for opportunities for concessions;
- (c) To ensure that the Department's ACDBE program is narrowly tailored in accordance with applicable law;
- (d) To ensure that only firms that fully meet this part's eligibility standards are permitted to participate as ACDBEs;
- (e) To help remove barriers to the participation of ACDBEs in opportunities for concessions at airports receiving DOT financial assistance; and
- (f) To provide appropriate flexibility to airports receiving DOT financial assistance in establishing and providing opportunities for ACDBEs.

### **Policy Statement**

#### Section 26.1, 26.23 Objectives/Policy Statement

City has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. City has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, City has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of City to ensure that DBEs are defined in part 26, have an equal opportunity to receive and participate in DOT -assisted Contracts. It is also our policy:

1. To ensure nondiscrimination in the award and administration of DOT- assisted Contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted Contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT assisted Contracts;
6. To assist the development of firms that can compete successfully in the market place outside the DBE Program.

DSBO has been delegated as the DBE Liaison Officer. In that capacity, DSBO is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the sponsor in its financial assistance agreements with the Department of Transportation.

Sponsor has disseminated this policy statement to the City and County of Denver and all of the components of our organization. We have distributed this statement to DBE and non-DBE business communities that perform work for us on DOT-assisted Contracts.

CHIEF EXECUTIVE OFFICER

DBE Obligation. City and its Contractors agree to

ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of Contracts financed in whole or in part with federal funds provided under this Agreement. In this regard, all recipients or Contractors will take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform Contracts. City and its Contractors will not discriminate on the basis of race, color, sex, creed or national origin in the award and performance of DOT-assisted Contracts.

49 CFR 26.5 defines a DOT-assisted Contract as any Contract between a recipient and a Contractor (at any tier) funded in whole or in part with DOT financial assistance, including letters of credit or loan guarantees. "Contractor" means one who participates through a Contract or subcontract (at any tier) in a DOT-assisted highway, transit, or airport program.

# APPENDIX 4

## Denver International Airport Monthly Self-Park Staffing Requirements

<b>A-shift</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>	<b>Sunday</b>
Cashiers							
<b>East Economy</b>							
Cashiers							
<b>West Garage</b>							
Lane Supervisor including West Economy							
Cashiers							
<b>West Economy</b>							
Cashiers							
<b>Pikes Peak</b>							
Asst Lane Sup							
Cashiers							
<b>Mt. Elbert</b>							
Asst Lane Sup							
Cashiers							
<b>Breakers</b>							
Lane Supervisors							
Cashiers							
<b>Clerks</b>							
Main Vault Clerk							
LPR Clerk							
Front Desk Clerk							
LPI Supervisors							
<b>Traffic</b>							
Traffic Agents							
Traffic Leads							
<b>LPI</b>							
LPI Agents							
LPI Leads							

<b>B-shift</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>	<b>Sunday</b>
<b>East Garage</b>							
Lane Supervisor including East Economy							
Cashiers							
<b>East Economy</b>							
Cashiers							
<b>West Garage</b>							
Lane Supervisor including West Economy							
Cashiers							
<b>West Economy</b>							
Cashiers							
<b>Pikes Peak</b>							
Asst Lane Sup							
Cashiers							
<b>Mt. Elbert</b>							
Asst Lane Sup							
Cashiers							
<b>Breakers</b>							
Lane Supervisors							
<b>Clerks</b>							
Main Vault Clerk							
Roving Vault Clerk							
Audit Clerk							
LPR Clerks							
Front Desk Clerk							
Master Clerk							
Dispatch Clerk							
Traffic Supervisors							
<b>Traffic</b>							
Traffic Agents							
Traffic Lead							

<b>C-Shift</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>	<b>Sunday</b>
<b>East Garage</b>							
Lane Supervisor including East Economy							
Cashiers							
<b>East Economy</b>							
Cashiers							
<b>West Garage</b>							
Lane Supervisor including West Economy							
Cashiers							
<b>West Economy</b>							
Cashiers							
<b>Pikes Peak</b>							
Asst Lane Sup							
Cashiers							
<b>Mt. Elbert</b>							
Asst Lane Sup							
Cashiers							
<b>Breakers</b>							
Lane Supervisors							
Finance Supervisor							
<b>Clerks</b>							
Main Vault Clerk							
Roving Vault Clerk							
LPR Clerk							
Front Desk Clerk							
Dispatch Clerk							
Traffic Supervisors							
<b>Traffic</b>							
Traffic Agents							
Traffic Lead							

## APPENDIX 5

### 1. PCI/DSS COMPLIANCE FOR “IN-SCOPE” SERVICES

- 1.1 The Contractor covenants and agrees to comply with Visa’s Cardholder Information Security Program/CISP, MasterCard’s Security Data Program and SDP Rules, and with all other credit card association or National Automated Clearing House Association (NACHA) rules or rules of member organizations (generally “Association”), and further covenants and agrees to maintain compliance with the Payment Card Industry Data Security Standards (PCI DSS), MasterCard Site Data Protection (SDP), and (where applicable) the VISA Payment Application Best Practices (PABP) (collectively, the “Security Guidelines”). Contractor represents and warrants that all of the hardware and software components that it utilizes for the City or uses under this Agreement is and will be PCI DSS compliant. All service providers that Contractor uses under the Agreement must be recognized by VISA as compliant with PABP. Contractor further agrees to exercise reasonable due diligence to ensure that all of its service providers, agents, business partners, contractors, subcontractors and any person or entity that may have access to credit card information under this Agreement maintain compliance with the Security Guidelines and comply in full with the terms and conditions set out in this Section. Contractor further certifies that the meters, as described herein, are to be deployed in a manner that meets or exceeds the PADSS and/or PCI certification and will be deployed on a network that meets or exceeds PCI standards.
- 1.2 The Contractor shall not retain or store CVV2/CVC2 data subsequent to authorization of a credit card transaction, shall prohibit disclosure of any and all cardholder information, and in the event of a compromise of credit card information of any kind, Contractor shall immediately notify the City in writing, and shall provide, at Contractor’s sole expense, all necessary and appropriate notification to parties and persons affected by such disclosure and compromise.
- 1.3 Contractor must provide verification to the City, prior to start up and ongoing annually during the term of this Agreement, that all modules of the Contractor’s system(s) that interface with or utilize credit card information in any manner or form of collection are Payment Card Industry Data Security Standards (PCI DSS) compliant.
- 1.4 The Contractor must provide quarterly results of a network scan for all Internet or IVR payment acceptance modules that verify PCI DSS compliance, or in the City’s sole discretion, allow the City’s contracted PCI DSS compliance auditor full access to the Contractor’s system(s) at any time to provide this verification to the City. Any cost associated with the City’s contracted PCI DSS compliance auditor will be paid by the City. If any Association requires an audit of the Contractor or any of Contractor’s Service Providers, agents, business partners, contractors or subcontractors due to a data security compromise event related to this Agreement, Contractor agrees to cooperate with such audit. If as a result of an audit of the City it is determined that any loss of information is attributable to the Contractor, the Contractor shall pay the City’s reasonable costs relating to such audit, including attorney’s fees. No review, approval, or audit by the City shall relieve the

Contractor from liability under this section or under other provisions of this Agreement.

- 1.5 In addition to all other defense and indemnity obligations undertaken by the Contractor under this Agreement, the Contractor, to the extent that its performance of this Agreement includes the allowance or utilization by members of the public of credit cards to pay monetary obligations to the City or the Contractor, or includes the utilization, processing, transmittal and/or storage of credit card data by the Contractor, shall defend, release, indemnify and save and hold harmless the City against any and all fines, penalties, assessments, costs, damages or other financial obligations, however denominated, assessed against the City and/or the Contractor by credit card company(s), financial institution(s) or by the National Automated Clearing House Association (NACHA) or successor or related entity, including but not limited to, any credit card company fines, regardless of whether considered to be consequential, special, incidental or punitive damages, costs of notifying parties and persons affected by credit card information disclosure, the cost of replacing active credit cards, and any losses associated with fraudulent transaction(s) occurring after a security breach or loss of information with respect to credit card information, and shall defend, release, indemnify, and save and hold harmless the City from any and all claims, demands, suits, actions, liabilities, causes of action or legal or equitable proceedings of any kind or nature, of or by anyone whomsoever, in any way affected by such credit card data or utilizing a credit card in the performance by Contractor of this Agreement. In furtherance of this, Contractor covenants to defend and indemnify the City and the Contractor shall maintain compliance with the Payment Card Industry Data Security Standard (PCI DSS) and with all other requirements and obligations related to credit card data or utilization set out in this Agreement.

## APPENDIX A

### COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

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

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

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

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

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

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

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

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

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

## APPENDIX C

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

As used below, the term “sponsor” will mean City.

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

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

## **APPENDIX D**

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

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

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

## APPENDIX E

### TITLE VI LIST OF PERTINENT NONDISCRIMINATION AUTHORITIES

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

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits' discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation-Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601 ), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S. C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 1 00-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high

and adverse human health or environmental effects on minority and low-income populations;

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

# **EXHIBIT A**

**DENVER INTERNATIONAL AIRPORT**

**PARKING MANAGEMENT  
CONTRACT**

**STANDARD OPERATING  
PROCEDURES**



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This manual documents general standards and specific procedures that the City requires the Contractor to meet. These standards and procedures are subject to change at the discretion of the City by written notification to the Company from the Senior Vice President of Parking and Transportation /Revenue Management Division.

### **Section 1 – STAFFING PLAN, BUDGETS AND BILLINGS**

#### **A. Annual Budget, Monthly Budget, Staffing Plan Monthly Billings**

Refer to Appendix No. 1 Scope of Work for specific details.

#### **B. Amendments**

Amendments to the monthly or annual Staffing Plans and Budgets can be made only by written request by the Contractor and written approval by the City.

## Section 2 - PERSONNEL AND STAFFING REQUIREMENTS

### A. Staffing Levels

- a. The Contractor shall maintain the specific staffing levels required by the City. The Contractor's personnel shall have the necessary level of communications and English language skills to provide the level of service required by the Contract.
- b. Staffing levels, by position and hours of coverage, for hourly employees shall be established by the Contractor in the staffing plans. The Contractor shall establish specific hours of coverage for its management staff (Manager, Assistant Managers, Managers on Duty), who will be expected to vary their working hours from time to time in order to observe, become familiar with, and adequately supervise, all shifts of the 24-hour, 7-day-a-week operation.

### B. Competence and Demeanor of Contractor Personnel

Employees will not be permitted to play music in the exit booths at a level that impairs their ability to hear or be heard. Cell phones will not be permitted in the exit booths. No food or beverages are permitted in the exit booths, or allowed near City owned equipment located in booths or offices. The only exception to beverages is water in capped plastic bottles and must be stored away from equipment.

### C. Work procedures

Work procedures for normal, exception transactions and for anticipated unusual conditions, have been established by the City and are set out in SOPs.

### D. Personnel Staff Schedules/Changes

- a. Contractor will provide the City monthly staff schedules for all personnel.
- b. Contractor will notify the City in writing of any Management changes including Supervisors that are new hires, change positions, transfer, or terminate, including their position title, within 24 hours of the change in personnel.
- c. Additionally, Contractor will submit written notification to the City whenever a Manager/Manager on Duty is out for more than one (1) day.

### E. Uniforms

- a. The Contractor shall provide uniforms for employees at no expense to the employee. The uniforms are the property of the City.

- b. All Contractor personnel, except office and management staff, must wear their uniform while on duty. Cashier uniforms shall have no pockets.
- c. Uniforms that are soiled, stained, torn, disheveled, or in any way ill-fitting or unsightly, must be replaced by the Contractor at no expense to the employee. However, an employee will not be exempt from replacement or repair costs resulting from the employee's act of negligence, vandalism or abuse of the uniform.
- d. The Contractor will ensure all employees are wearing appropriate personal protection equipment for their job duties.
- e. At no time will Contractor employees be permitted to wear jeans in place of their uniform slacks.

#### F. Cashier Name Plates

The Contractor will provide each cashier with a name plate for the cashier booth and it will always be placed in full view of customers for the duration of the employee's shift.

#### G. Cashier/Supervisor User ID's

All users of PRCS7 will be given a user ID and will initiate their own password. No individual may share the password to any other person, including his or her supervisor.

#### H. Revenue Control System

A User Form must be completed by each Contractor employee that will be utilizing the Revenue Control System. This form provides permission to add/change/delete an employee from the Revenue Control System.

#### I. Employee Parking

All Contractor employees will park in an area designated by the City. Parking will be furnished at no cost to the employee. At no time will it be permissible for employees to park their personal vehicles within the Public Parking facilities during work hours, unless they pay the full rate for their parking. Failure to pay will result in re assignment to the Landside Employee lot if not already assigned there and the employee will be required to pay for each days parking that was used.

#### J. Separation of Employment – Return of CCD Property

Upon Separation from the Parking Contractor, voluntary or involuntary, it is the Parking Contractors responsibilities to retrieve all CCD property, including, but not limited to: equipment, keys, Airport issued ID's and access badges.

### **Section 3 - PARKING FACILITY EQUIPMENT AND SERVICES**

#### **A. City Responsibilities**

- a. The City is responsible for the overall cleaning, snow/ice removal, and maintenance of the Parking Facilities including walkways and stairwells, either through its own employees or a contractor upon request.
- b. The City is responsible for the repair and maintenance of the booths, including heating, air conditioning and windows.
- c. The City will install and maintain all signage, including rate and notice signs.

#### **B. Contractor's Responsibilities**

- a. The Contractor will promptly notify Parking Administration of any needed snow/ice removal and maintenance of the parking facilities by following the Maintenance Work Request procedures. Such areas may include lighting, pavement markings, signage and stairwells.
- b. The City will have primary snow removal responsibility, except in the areas immediately surrounding the contractors work areas. The Contractor will be responsible to regularly check entry, exit plazas, garage stairwells and too remove ice and snow from gate arms. If area has not been cleaned the Contractor will remove snow from these areas.
- c. Contractor must complete a snow removal log report that details action taken and submit to the City each Monday after such snow operations.
- d. The Contractor is responsible for providing all cleaning supplies and the overall cleaning of its office areas, including the cleaning of the Contractor's office area floors to professional standards no less than once per month.
- e. The Contractor shall submit a Maintenance Work Request form to Parking Administration for all repairs needed in any booth or office immediately upon discovery of the need for such maintenance.
- f. The Contractor's Manager, or designee, shall conduct inspections of all Parking Facilities, including the revenue control system, no less than once weekly and submit inspection reports.
- g. The Contractor is responsible for answering the telephones on the employee entry/exit lanes daily between the hours of 10:00 pm and 6:00 am.
- h. The Contractor is responsible for checking the Employee Parking System to determine whether or not employee access will be granted. Any system problems will be reported to Parking Administration's manager on duty.
- i. The Contractor is responsible for responding to calls from the CCD Communications Center from 10:00 pm to 6:00 am requesting access for DPD or Emergency Vehicles on the Level 5 AVI Gates. The Contractor shall use the Camera system to view the specific area to confirm location and equipment.

#### **C. Damage to Customer's Vehicle**

- a. Any customer parked within a Parking Facility and claiming damage to their vehicle will be referred to the Airport Parking Office.

- b. Customer should be referred to DPD to file a claim/report.
- c. At no time will the Contractor or its employees make a promise or commit the City to any action regarding such a claim.

#### D. Badge access /AVI issues

- a. The Contractor and Parking Permit Sales Office (PPSO) have access to the employee/revenue parking systems and may need to vend an AVI entrance or an AVI exit when problems occur. Access is to the following AVI gates; East Economy, East Garage, West Economy, East Economy, AOB, FAA, East City, West City, Pikes Peak, Landside, Airside, East Atrium, Mount Elbert and the T1 roads.
- b. The following procedure should be used when requesting access for an AVI or Badge issue:
  - 1. The Contractor will need to determine the validity of the request and resolution. If necessary a Parking Agent should be sent to the location.
  - 2. If a vend is necessary, the Contractor or the PPSO have the capability of opening the gate. The Vend must be documented.
  - 3. If the Permit booth cannot be reached, or is unavailable, the Parking Contractor MOD can be notified to open the gate.
  - 4. The Contractor will provide all pertinent information to the person initiating the gate open. Information given will be time, location, vehicle information, company (if applicable) and badge#. This information will be logged and forwarded to the Contractor Administrator.
  - 5. After confirmation of access status, and if a Vend is completed, the Contractor will refer individuals with badge access problems to their immediate supervisor or manager for resolution.
  - 6. If access is denied, the employee will be advised to pull a ticket and refer individuals with badge access problems to their immediate supervisor or manager for resolution.
  - 7. If the issues is the vehicle AVI, the individual will be referred to the Ground Transportation Holding Lot (Mon – Fri, 8a – 5p) or their immediate supervisor or manager.
  - 8. During communication failure incidents, an LSA II may be called to respond to the location and monitor the entering and exiting traffic for problems. If the LSA II determines that a gate arm needs to be removed, they will contact the Parking contractor MOD to send a traffic agent.
  - 9. The LSA II may continue to monitor traffic until IT or Hi Tech arrives or the incident is resolved.

#### E. Contractor Emergency Plan

- a. The Contractor will provide Parking Administration with an emergency plan, approved by the City. The plan at a minimum will include:
  - 1. Attempted robberies
  - 2. Natural disasters
  - 3. Injuries to employees or the public

4. Fires
5. Emergency evacuation of offices and booths, identifying both primary and secondary exit points
6. Bomb threat procedures
7. Automobile accidents
8. Identity theft plan
9. Credit card breach plan
10. Strike contingency plan

- b. The Contractor will ensure that its employees are trained and responsive in accordance with the Contractor Emergency Plan and Airport Policies and Procedures. In the event of an emergency, employees are instructed to call the Airport Emergency number at 303-342-4211.

#### F. Emergency Vehicle Service

- a. As provided in Section 12 of the Contract, the Contractor will provide assistance for car locations (patron lost vehicle, rental car search and Police Department requests only), emergency battery start-ups, lockouts and tire inflations. The City will provide the battery charging units and tire inflators to the Contractor. All services are to be provided at no charge to the patron.
- b. The Contractor will be permitted to purchase "lockout equipment" to assist patrons. Such equipment will be secured by Contractor and signed out and in by authorized employees. Such tools are a reimbursable expense.
- c. The Contractor will hire or train employees to perform lockout services. The Contractor will provide employees with vehicle "lockout" training and records of completion.
- d. The Contractor is required to verify the customer's identification prior to unlocking the vehicle and each customer must sign a City approved Waiver form.
- e. For customers with more than a battery start, lockout or tire inflation problem, the Contractor will maintain a list of at least five qualified vendors who are willing to service customers at DEN for a fee to the customer. The entire list will be provided to the customer with no preference shown to any one Contractor on the list. The list will be readily available in all service vehicles.
- f. In the Terminal Parking Facility and other public parking areas, the City will post signs with the Contractor's telephone number. If other vehicle service is needed, the Contractor will provide the local service list.
- g. With the approval of the Contract Administrator, the Contractor will be permitted to assist City employees with emergency car starts, lockouts or tire inflation's in the Employee Parking Facilities.
- h. The Contractor is responsible to report to the City the monthly total of car assists. Signed waiver forms must be provided to the City upon request.

#### G. Emergency Vehicles

If an emergency vehicle approaches an exit gate with flashing lights and/or siren, the gate arm will be raised or removed to allow the vehicle to exit. Each such incident must be immediately documented, including time, date, location, and lane number.

## Section 4 - REVENUE CONTROL EQUIPMENT MAINTENANCE

### A. City Responsibilities

The City will provide daily preventative maintenance and all repairs of the City's Parking Revenue Control System (PRCS) and automated garage count system.

### B. Routine Maintenance and Operations

a. The Contractor will be permitted to perform the following:

1. Change cashier terminal paper rolls in Valet and in exit lanes without PIHs
2. Clear cashier terminal ticket jams, paper jams and credit card jams.
3. Remove customer's credit cards from equipment.

b. The Contractor will be permitted keys to the ticket issuance machines (TIMs), or entry terminals (ETs) to removed jammed credit cards.

### C. Revenue Control Equipment/System Problems

a. The Contractor is to be attentive and aware of the surroundings and operational integrity of equipment in the assigned work areas and is responsible for notifying the PRCS Contract Supervisor, System Administrators, Systems Technicians and the Contract Administrator of any equipment malfunctions.

b. Contractor may be held responsible for loss of revenue if equipment malfunctions are not reported and addressed in a timely manner.

c. Any communications regarding systems problems should be sent to the PRCS Contract Supervisor and Systems Administrators, along with the Contract Administrator.

d. Between the hours of 6:00 am and midnight, the contact will be made by radio. Between the hours of midnight and 6:00 am, the PRCS contractor will be contacted utilizing the provided technician on-call schedule.

e. The Contractor will report all problems with the equipment and systems issues by contacting the City's PRCS Contractor and completing the PRCS Service Call Log.

f. The Contractor will log all equipment problems in the automated PRCS Log within one hour of detection, which will include the following:

1. Equipment identification
2. Description of the problem
3. PRCS technician responding, to be completed by the City's PRCS Contractor
4. Time and date equipment problem reported/discovered
5. Name and phone number of reporter

g. If there is no response (within one hour during normal business hours and within two hours after hours) from the City's PRCS Contractor, the Contractor must contact the Contractor Administrator or the City's Manager on Duty and the PRCS Contractor Supervisor.

- h. The Contractor will be responsible for all PRCS equipment issued by the City and any damage to said equipment caused by negligence of Contractor or its employees.
- i. The Contractor will inspect the TIMs and ETs and XT's at least 3 times a day, including the phones. A log of the inspections will be submitted to the City with the Daily Reports.
- j. In case of equipment failure, the TIMS, ET, XT, gate arms, or areas affected, will need to be secured and monitored, to avoid the possible loss of revenue.

#### D. Manual Operations

See Section 15 - "Power Outages"

## Section 5 - TRAFFIC CONTROL Parking Facility Traffic Control

Contractor is responsible for monitoring traffic within the Parking Facilities and utilizing traffic directors to direct patrons to available parking areas and away from areas that are full. This control may include closing entire modules or levels of the terminal parking garage and redirecting traffic to the Economy and Shuttle Parking Facilities.

### A. Variable Message Boards (VMBs) and Variable Message Signs (VMS)

- a. The Contractor will be responsible for utilizing VMBs and/or VMS to direct patrons away from full facilities to facilities with available parking spaces.
- b. The Contractor will change the VMB message either manually or remotely.
- c. The Contractor will change the VMS message remotely.
- d. The Contractor will frequently check the VMBs and VMS for accuracy.
- e. The Contractor will be responsible for insuring all VMBs remain locked with a City provided padlock.
- f. The Contractor will be responsible for insuring that only actively used VMBs are left along the road.
- g. The Contractor will be responsible for coordinating with Parking's LSA staff to store all VMBs not actively being used in the City Impound Facility in Mt Elbert.
- h. The Contractor will be responsible to notify the appropriate Parking staff if either the VMBs or VMS malfunction.
- i. Any Contractor employee needing access to change the VMS must make an appointment with either the Parking Manager I or the Parking and Transportation Agent Supervisors.

### B. Accessible Parking

The Contractor's traffic agents will monitor the availability of Accessible parking spaces. Traffic agents should be proactive in directing vehicles with Accessible hang tags and/or license plates to open Accessible spaces.

### C. Available Space Counts

- a. Contractor shall count at least 4 times daily or upon request and report daily to Parking Administration the number of spaces available in all parking facilities. Handicapped-accessible and hybrid/electric spaces should be counted separately.
- b. The contractor must provide continuous monitoring of facilities that are nearing capacity.
- c. Contractor will be responsible for insuring the Parking Hotline is reflecting the accurate message for space availability.
  1. Contractor will utilize a designated telephone that will be labeled with availability messages for each public parking facility.
  2. Contractor will follow step by step instructions for changing the availability message.
- d. Contractor will be responsible for insuring the space availability on the DEN Website for

each public parking facility is accurate and updated once changes communicated.

1. Contractor will monitor the system frequently throughout the day to insure proper message of open, full or nearing capacity is displayed.
2. Contractor will update each hour from 4:00 am to midnight.
3. Contractor will follow the step by step instruction changing the availability information on the DEN Website.

#### D. Facility Closure

- a. When the total capacity of the Terminal Parking Facility (covered and uncovered) reaches less than 1,000 spaces available, the Contractor must notify, and keep apprised, the Contract Administrator or City's Manager on Duty of the total Parking Facility level(s) and/or module(s) openings and closures.
- b. The Contractor will provide additional staffing, as needed, to direct traffic and to keep constant surveillance on the level(s) and/or module(s) so that the level(s) and/or module(s) can be re-opened when spaces become available.

#### E. Staffing

During peak occupancy, and as approved by the City through the staffing plan, the Contractor is responsible for providing adequate staffing to include traffic agents ensuring all cashier booths are utilized and traffic is being directed to available parking areas. If staffing is not adequate, the Contractor is responsible to make all necessary arrangements for adequate staffing.

#### F. Severe Traffic Jamming/Vending of Gates

- a. If ten cars or more are in a single exit lane, the Manager on Duty for Contractor can initiate a vend if they feel it is necessary. Prior to initiating a vend the Parking Supervisor or Parking MOD is to be notified of the situation and intent to vend. They are to vend down to nine vehicles for a single lane.
  1. If vending occurs, Contractor will document the date, location of gates vended, length of time vending occurs, staffing levels, number of booths open, before, during and after the vend, and number of cars allowed to exit at no charge.
  2. All tickets must be collected and documented as such transactions. In facilities with credit card in/out (CCIO) function operating, some transactions will not have tickets.
  3. A Vend Report, along with the tickets (except facilities customers used cci/o to enter) must be submitted to Contract Administrator the following business day. All vends are to be documented on the Daily PRCS Report for that date.
- b. Manual Vends – Cashier must write exit time and what license plate number on ticket.
- c. The Contractor will be responsible to pay the amount of any vend if the vend is caused by inadequate contractor staffing and/or other events within the control of the Contractor.

NOTE: Unless equipment malfunctions or unless directed by the City, all vends must be processed through the PRCS.

## **Section 6 - PROCESSING OF TRANSACTIONS AND DEPOSIT OF MONIES**

The processing procedures in this section must be followed in conjunction with adherence to the Cashier Terminal User's Manual.

- A. All lanes must be used or tested by Contractor at least once every 30 days to ensure transactions continue to connect to Payment Tech.
  - a. Contractor will provide documentation when test transactions show as uncollected revenue
  
- B. Shift Start/Partial End of Shift
  - a. Procedures shall be developed by the Contractor, and approved by the City, based upon the cashier and supervisor manuals provided by the City.
  - b. At a very minimum, cashier shift start procedures will include the completion of a cashier checklist to ensure that all revenue control equipment items are functioning properly at the beginning of the shift and such findings noted on the Lane Report.
  - c. It is the responsibility of the supervisor to verify that all cashiers have completed their cashier checklists.
  - d. For each shift the supervisor checklist must include verifying booth cameras are positioned correctly.
  - e. Partial end of shift will be used when a cashier must leave temporarily for a break or other reason but will return to finish their shift. Partial end of shift will not be used to end a shift.
  
- C. Shift End
  - a. Procedures shall be developed by the Contractor, and approved by the City, based upon the cashier and supervisor manuals provided by the City.
  - b. The supervisor must be present when a cashier completes a shift-end.
  - c. At minimum, cashier shift-end procedures will include removal of all tickets, detail tapes and monies, close-out of register and thorough completion of the Lane Report.
  
- D. Daily Deposits of Parking Revenue
  - a. Deposit slips provided by the City will be completed for each deposit during the day.
  - b. A separate deposit slip will be completed for repayment of Promissory Notes listing each name and amount of repayment.
  - c. All shortage payments must be made with the following day's deposit. A separate deposit slip will be completed for shortages.
  - d. A separate deposit slip will be completed for checks listing each name and amount.
  - e. A separate Receipt Transmittal Voucher will equal the total amount of credit card transactions as reported on the Daily PRCS Report and verified by the credit card receipts.
  - f. The total amount of the Receipt Transmittal Voucher will equal the total deposit amount reported on the Daily PRCS Report, unless noted otherwise with appropriate documentation.

- g. The Receipt Transmittal Voucher, plus one deposit slip for each line entry (except credit cards), and a "Deposit Checklist", must be typed and submitted to Parking Administration with the Daily PRCS Report by 4:00 p.m. the following day. If for any reason the Daily PRCS Report cannot be submitted by 4:00 p.m., the Contract Administrator must be informed.
- h. Deposit discrepancies discovered by the bank will be mailed to Parking Administration. The Contract Administrator or designee will notify the Contractor, in writing, of such discrepancies and the Contractor will have 48 hours to make the correction and notify the City in writing of the correction. It is the Contractor's responsibility to ensure that the Bank's deposit slips and Receipt Transmittal Voucher are accurate.

#### E. Credit Card Transactions

- a. Credit Card Acceptance - A credit card charge of \$100.00 or less with the credit authorization number from the credit card processor does not require a customer signature. All credit card charges of \$100.00 or more at a staffed exit lane require customer signatures.
- b. A credit card charge which requires a customer signature due to the system being "off-line" will require the cashier to obtain the customer signature, the vehicle license plate number and state of issuance on the signed credit card voucher, along with it being noted on the Cashier Shift Report.
- c. In any XTs and unstaffed PIHs lanes, the credit card charges in excess of \$100.00 will not require customer signatures.
- d. All credit card slips must be reconciled daily.
- e. If a cashier manually enters a credit card number into the CT because the mag stripe did not read, the cashier must obtain the customer's signature.
- f. City must be notified immediately upon the discovery of any double charged credit cards. Upon resolution, if the result is due to negligence by the Contractor, Contractor will be responsible for any additional fees associated with the credit card processing.
- g. Credit Card Forwards – If a credit card shows as a "Forward" in the daily credit card batch report, a person designated by the Parking Contractor will handle the process to re-submit.
  1. The Contractor designee will place information on the Service Call Log and contact the Contract Administrator and Contract Finance Manager.
  2. The Parking Contractor designee will verify that the forwarded transactions have not been processed through the credit card processing company.
  3. The Parking Contractor designee will submit in writing a request to the System Administrator to re-submit those transactions.
  4. The System Administrator will notify the Parking Contractor designee when this is completed and authorized with the submitted Credit Card batch (CAB) numbers.
  5. The Parking Contractor designee receiving the CAB will verify that the forwarded transaction has been processed through the credit card processing company.
  6. The Contract Administrator or Parking Contractor designee will be copied on all communication through this process.

- h. The credit card refund request can originate from the Contractor to the City for

approval or will be generated by the City.

- i. No cash refunds for credit card transactions will be processed. With written approval of the City, the Contractor will process "credits". All approved credits must be processed the next business day.
- j. Any successfully disputed charges resulting in chargebacks to the City as a result of negligent record keeping by the Contractor will result in an adjustment based on loss of revenue due to an invalid transaction.
- k. Unacceptable forms of credit card payments include verbally or written credit card numbers without actual credit card receipts.
- l. Draft laundering - When a merchant processes sales through their merchant account on behalf of another merchant.
- m. The Credit Card Transaction Report and Credit Card Exception report must be reviewed daily and reconciled with the Cities credit card processors report. Any item not settled must first be researched to determine if it was a cash or credit card transaction. This is completed by checking all journal tapes and records pertaining to this transaction.
- n. At all times, documentation containing credit card information will be kept in a secured location with limited staff access with PCI Data Security Standards (DSS) maintained at all times.
- o. Credit card transactions are not allowed to be processed using manual swipe machines.
- p. Jammed credit cards will be mailed back to the customer by the Parking Contractor.

#### F. Types of Transactions

- a. The following transactions will be processed as described in the PRCS Operator's Users' Manual:
  - 1. Lost Ticket Mutilated Ticket
  - 2. Swapped Ticket
  - 3. Unreadable Ticket Used
  - 4. Ticket Foreign Ticket Blank
  - 5. Ticket Stolen Ticket
  - 6. Exception Ticket Cancelled
  - 7. Ticket Disputed Ticket
  - 8. Insufficient Funds Ticket
  - 9. Back Out Ticket

#### G. No "Void" Transactions

No transaction will be processed on the cashier terminal as a "Void Transaction." The Contractor shall reimburse the City for any transaction processed as a "Void Transaction."

#### H. Unreadable Credit Card as a Mode of Entry

If a customer presents an unreadable credit card at exit utilizing the Credit Card in/out function (CCIO), the contractor will process the transaction similar to a lost ticket but will be considered an Unreadable Card as a Mode of Entry. The process will begin as a lost

ticket, but the entry information requesting screen will not be cancelled out. A supervisor/manager will attempt to find the entry information and enter into the required field. A Lost ticket/Unreadable credit card form will be filled out for the transaction.

I. "Cancelled" and "Disputed" Transactions

- a. An explanation of all "cancelled" and "disputed" transactions must be documented on the Cashier Lane Report by the cashier.
- b. Documentation must be provided for all "disputed" transactions with the Daily PRCS Report.
- c. Undocumented "cancelled" and "disputed" transactions may result in an adjustment based on possible loss of revenue due to negligence.

J. Stolen Vehicle Police Tows

- a. Recovered stolen vehicles, as requested by the Denver Police Department or the City, will be allowed to exit at no charge.
- b. The Supervisor will process the vehicle being towed as a dispute and log the transaction on the Cashier Lane Report.
- c. The Officer will submit a completed Stolen Vehicle Report form to the cashier upon exiting.

K. Private Company Tow/Repossession

- a. Any time a tow company is on the premises, a LSA must be notified by the Parking Contractor. All tow companies must have verifiable paperwork for the Parking Contractor to review. After verification, the Parking Contractor will inform the LSA that the tow is approved.
  1. The individual removing the vehicle must pay the accrued parking charges for both vehicles.
  2. The towed vehicle's ticket must be processed first. If the ticket in the towed vehicle cannot be located, follow the lost ticket procedure in the Cashier's User Manual. The ticket of the tow truck will be calculated and processed manually.
  3. All tickets will be attached and properly documented on the Cashier Lane Report.
- b. Private Tow (owner not present) –A notarized letter from the registered owner will be required, authorizing the removal of the vehicle. DPD must be contacted in order to verify and confirm that the paperwork matches the registered owner through the DMV records. If the paperwork does not match the DMV information, the vehicle will not be allowed to exit the lot.
  1. The towed vehicle's ticket must be processed first. If the ticket in the towed vehicle cannot be located, follow the lost ticket procedure in the Cashier's User Manual.
  2. The ticket of the tow truck will be calculated and processed manually. All tickets will be attached and properly documented on the Cashier Lane Report.
- c. An employee's vehicle being towed may be released at no charge if the employee is

present or prior arrangements have been made with Parking Administration.

#### L. Repossessions

- a. In order to remove a vehicle from a lot for repossession, the tow driver is required to have the correct court document authorizing them to take possession of the vehicle. This document is known as a Writ of Replevin.
- b. DPD must be contacted so that they may confirm/verify this document. If the paperwork is in order per DPD, the tow driver may continue to exit with the vehicle.

NOTE: LSA's are not responsible for verifying these repossession documents. DPD must be called to respond and determine the document validity. Experience here at the airport has shown that in a majority of cases the tow drivers do not have the correct paperwork when attempting to repossess a vehicle. If the proper documentation is in order, the tow driver may take the vehicle from the lot. The towed vehicle's ticket must be processed first. If the ticket in the towed vehicle cannot be located, follow the lost ticket procedure in the Cashier's User Manual. The ticket of the tow truck will be calculated and processed manually. All tickets will be attached and properly documented on the Cashier Lane Report.

#### M. Non-Revenue Transactions

- a. There are several categories of non-revenue parking in the Public Parking Facilities.
- b. The Contractor will accept no parking tickets other than those authorized in this SOPs, without prior permission from the City.
- c. All non-revenue parking tickets are considered to be exception tickets and are to be maintained separately.

#### N. Courtesy Badges

These persons are issued a Non-Revenue badge annually with an expiration date.

- a. The following categories of non-revenue parking are allowed, in accordance with this SOP:
  1. Courtesy Badge (no limit to time in parking facilities)- The holders of non-revenue badges include: U.S. Congressman and Senators, Governor of Colorado, Denver Mayor, former Denver Mayors, Denver City Auditor, Denver City Council, Denver Chief of Staff, Denver Cabinet Members and Denver Director of Personnel.
  2. Consular Corp Courtesy Badge (15 day limit in parking facilities) - The heads of any mission who are accredited by the Department of State (one per country). After 15 days, they are to be assessed the appropriate parking fee.
- B. The Manager of Aviation has the right to amend the card holder list as well as cancel any Non-Revenue badge at his/her discretion.
- c. The Contractor is responsible to reimburse the City for any non-revenue parking ticket that is found not to be legitimate.
- d. When in doubt about a particular ticket, the Contractor will charge the customer the

full parking charge and refer them to Parking Administration Office.

- e. All persons with a Courtesy Badge who lose their ticket will be processed as a “disputed” Lost Ticket transaction by following the Lost Ticket procedure in the Cashier's User Manual.
- f. All persons who cannot present their Courtesy Badge are responsible for paying their full parking charges as indicated by their ticket. A promissory note may be offered and written.
- g. The bearer of the Courtesy Badge will be allowed to present the card and exit without charge. This excludes Valet parking and Short-Term parking. The exception to Valet parking is John Edward Walker who has a courtesy badge for use only in the Valet facilities. The Contractor will send a monthly report of his activity by the 5th of the next month to the Contract Administrator.
- h. Courtesy Badges not working properly will be processed as “disputed” transactions. Courtesy Badges will not be confiscated.
- i. For any disputed courtesy badge transactions, Contractor will write the full name of the courtesy badge holder, badge ID number and the vehicle license plate number on the dispute documentation.
- j. A report of all non-working cards as well as transactions with problems (example – cashier not knowing how to process, equipment issues, etc.) will be submitted by e-mail or interoffice memorandum, to the Contract Administrator on the next business day. The Contract Administrator must be notified immediately during normal business hours or a voice message must be left on the Contract Administrator’s work phone the same day as the transaction is processed if it is after normal business hours.

#### O. Validated Tickets

- a. Users of the validated tickets will be authorized by the City as outlined in the Airport Parking Validations policy.
- b. Validated tickets will be processed as outlined in the Cashier’s User Manual.
- c. In case of a machine malfunction, a "V" stamped or a stamped “Parking Permit Sales Office” on the ticket will supersede any amount displayed on the CT. The stamped insignia will allow a customer to exit at no charge, provided the time period is no longer than 24 hours.
- d. Patrons with validated tickets that have more than 24 hours of parking charges will not have any portion of the ticket validated or discounted. The Contractor will charge full value of the ticket.
- e. Periodically Parking Administration will issue Official DEN stickers in place of the automated validation. The tickets will be preceded with an e-mail from Parking Administration indicating the validation code and date.

#### P. Employee Exit Problems

If an employee is unable to exit with his/her badge, the Contractor will process the employee as if it were a Lost Ticket transaction by completing an exception ticket with the employee's name, license plate number, and airport ID badge number.

- a. A supervisor will complete a promissory note. The employee will be required to sign

the form and be allowed to exit at no charge. In addition to fully completing the promissory note, the Contractor will include the employee's DEN badge number, Employer name, and department on the promissory note. Expired employee DEN badges may not be used as employee identification.

- b. The transaction will be an insufficient funds transaction. The Contractor will note on the Cash Deposit Summary Report that the transaction is an employee promissory note.
- c. The Company will provide the employee with one copy of the form, submit one copy with the Daily Reports and retain one copy.
- d. Such transactions will be listed separately and shall not be considered bonafide Lost Tickets and shall not be included on the monthly Lost Ticket transaction count.

#### Q. Money Disputes, Refusals to Pay, or Attempted Theft

- a. The Contractor is responsible for handling all money matters of the parking operation. Disputes will be handled by the Contractor's management or supervisors and will not involve Airport Management unless as a last resort and then only during business hours.
- b. Should a dispute not be resolved, the customer should be provided the comment card to correspond with Parking Administration.
- c. If a customer's refuses to acknowledge a promissory note with signature, this should be noted on the document by the Contractor supervisor

#### R. Complaints, Coupons and Refunds

##### a. Complaints

- 1. All complaints regarding Public Parking received by Parking Administration will be copied to the Contractor.
- 2. All customer research requests received from Parking Administration must be responded to with all documentation within 72 hours of the requests.

##### b. Coupons

- 1. The City may provide complimentary parking coupons to customers in increments of 1-day and 1-hour.
- 2. Parking coupons will be processed as validations using the appropriate validation codes for the number of coupons being used.
- 3. The City will provide to the Contractor written instructions as to how coupons will be processed for any promotional events.
- 4. A report listing each redeemed coupon, along with a copy of each redeemed coupon, will be submitted with the Daily PRCS Report.

#### S. Refunds

- a. In general, parking fees for both public and employee parking are not refundable, however, it is recognized that under some circumstances, refunds may be in the best interest of the City.
- b. A customer must provide their request for a refund in writing to the City. If approved,

the City will submit a Refund Check Request list to the Contractor. Contractor will produce the checks or money orders and submit to City within four (4) days of the request. If the request is for a promissory note to be waived, the City will e-mail the Contractor a list of promissory notes to be waived. The Contractor will waive the promissory notes within 48 business hours of the time the e-mail is sent, excluding weekends and holidays.

c. All refunds must be approved by the Contract Administrator or designee.

#### T. Non Payment Due to Equipment Failure

a. When a customer calls to inform the Contractor of their inability to pay their parking fees, or any equipment malfunction which may have caused the inability to pay their parking fees, the Contractor is responsible to retrieve the following information:

1. A copy of parking ticket if available.
2. Full name and contact information including phone number and address.
3. Vehicle information, including license plate information.
4. Date in and date out.
5. Location of where vehicle was parked.

b. This information will be provided to the Contract Administrator. If this information is not provided or the revenue is uncollectable, the Contractor may be held responsible for the lost revenue.

#### U. Reduction in Rates

The Contractor is prohibited from reducing parking rates without prior authorization from Parking Administration.

#### V. "Freezing" of Charges

Contractor may be contacted by Parking Administration authorizing the freezing of a patron's parking charges if there has been a sudden illness or other unforeseen circumstance that prevents the patron from returning as planned.

#### W. Checks

- a. No counter checks will be accepted as payment for parking fees on the exit lanes. Traveler's checks, pre-printed local and out-of-state checks with proper identification will be accepted. Business checks will be accepted if the party can show proof they are representing the business. Items such as a signed letter on official letterhead of the business, business card, tax id certificate or credit card with tax id number would be acceptable.
- b. Checks will be payable to the City and County of Denver and endorsed only with the endorsement stamp provided by the City.

- c. Returned checks improperly or negligently accepted by the Contractor will be the responsibility of the Contractor. Negligently accepted checks include, but are not necessarily limited to, a customer listed on the "bad check list", "Over 30 Day Promissory Note Listing", checks accepted without obtaining all information required, unsigned checks, and acceptance of counter checks.
- d. The Contractor's employees are prohibited from writing or cashing checks from the City's funds.

X. Cash in Lanes

At no time will the Contractor allow a cashier to operate a lane with loose cash outside the cash drawer. Further, the Contractor will make regular cash drops via pneumatic tube system or other secured method. No more than \$300.00, in excess of the documented bank amount, will be in the cash drawer at any given time.

Y. Cashier Cameras

At the beginning of each shift, the camera will be checked for the correct position and the proper adjustment will be made.

Z. Mt. Elbert/Overflow

- a. Mt. Elbert Shuttle Lot (or a designated area) will be operated, as needed, for overflow parking. The Contractor will keep the lot staffed with cashiers but will remove cashiers services when 500 vehicles or less remain in the lot and flyers will be placed on all vehicles, with instructions for seeking assistance.
- b. The Contractor will be responsible for opening and closing the overflow lot with the appropriate staffing and directional signage.
- c. C a s h , credit cards and checks will be accepted with all transactions processed through PRCS.
- d. The Contractor will need to block off the entry lanes when the lot is not open to incoming traffic and ensure signs are correct.

AA. Valet Operations

- a. All Valet TIM generated tickets will remain with the customers. If the customer chooses to leave the TIM ticket in his/her vehicle, it will be the customer's responsibility to retrieve the ticket and present it to the cashier.
- b. The counters in the exit gates will be recorded at the beginning and ending of each day.
- c. All exit gate openings must be explained as well as any variances on the daily Valet report and will be submitted to the Contract Administrator each week with the weekly Valet reports.

BB. LPR Review Stations

- a. At a minimum, one license plate review station will be staffed at all times.
- b. Contractor staff is responsible for reviewing license plates that come up for verification and inputting the proper information to correctly enter and exit all vehicles.

## **Section 7 - COLLECTION OF PARKING REVENUE - PROMISSORY NOTES**

A Promissory Note is issued to a parking patron if the full payment of parking fees is not collected at exit. The Parking Contractor is responsible for the processing of the Promissory note.

### **A. Processing of Promissory Note**

- a. Promissory Note booklets will be issued by Parking Administration and signed for by the Contractor in sequential order.
- b. The supervisor must sign for the Promissory Note booklet at the start and end of each shift and will be accountable for each Promissory Note. It is the responsibility of the Contractor to verify the return of the booklet and account for each Promissory Note at the end of each shift, including voids.
- c. Promissory Notes will be issued when all other reasonable attempts to recover parking charges have been exhausted. A customer disputing the parking fee or part of the parking fee should be encouraged to pay what the customer believes he/she owes and advised to dispute the remaining amount in writing to Parking Administration.
- d. Only the General Manager, Assistant General Managers or designee has the authority to approve a Promissory Note over \$50.00.
- e. Supervisors are responsible to verify accurate customer information and legible completion of the Promissory Note. If the customer provides a post office box number, the supervisor must include a complete street address. The Promissory Note must be completed in full.
- f. The supervisor will inform the customer that the Promissory Note must be paid within 15 days or a service fee will be assessed.
- g. The Promissory Note is a multi-part form. The customer is to be issued the last part, which is green, as well as the pre-addressed envelope.
- h. Promissory notes issued to employees will follow the procedures as outlined in the SOPs section for Employee Exit Problems.
- i. Insufficient funds transactions will be recorded on the Cashier's Lane Report and the total dollars and quantity of all Promissory Notes completed will be reported on each Daily PRCS Report.
- j. The following procedure will be followed in regards to acceptable forms of identification for Promissory notes:
  1. The supervisor will ask for a passport, passport card, or driver's license.
  2. The supervisor will also ask if the address is current.
  3. If the customer does not have those forms of identification, the supervisor will then ask for a photo ID and another form of ID (credit card with a photo, employee badge along with some type of ID with their name).
  4. If those items can't be produced, an ID with their name and matching vehicle registration showing they own the car will be asked for.
  5. If none of the above items can be produced DPD will be called (if available) to verify any information from the customer.
  6. If DPD is not available, the supervisor is to get any address and information from the guest for the Promissory Note. We can't detain the guest if they do not have

any identification.

7. If the customer refuses to sign the promissory note, this is to be noted on the document by the Contractor supervisor and the customer should be allowed to exit.
- k. Report listing all Promissory Notes issued with the number of the Promissory Note, patron's name and the dollar amount for each will be included with the Daily PRCS Report.
- l. The Contractor will detach the yellow copy of the Promissory Note, the white copy will remain in the booklet, and all other copies will be sent to the City with the Daily PRCS Report.
- m. Upon completion of the entire booklet, the booklet with the white copy intact will be returned to the City. The Contractor will request replacement promissory note booklets by e-mail to the City's Customer Service staff 24 hours in advance.
- n. The Contractor is responsible to receive and deposit all Promissory Note payments on a daily basis. If a customer has sent a letter disputing his/her parking fees, the check must be copied and deposited. The copy of the check will be sent with the letter to Parking Administration. This will include check copies for partial promissory note payments.
- o. At 15 days, Contractor will complete payment request letters and assess the service fee.
- p. On the 1<sup>st</sup> and 15<sup>th</sup> of each month or the first business day after the 1<sup>st</sup> and 15<sup>th</sup>, the Contractor will send to Operations Assistant an updated spreadsheet listing any undeliverable 15 day customer letters with the promissory note number, reason the letters were returned and note any corrections to the promissory database.

## B. Administration of Collection of Promissory Note

- a. At 40 days, the Contractor will provide to the City a 40 Days Past Due List, to include customer's name, promissory note date and amount due. The list will be sent to Parking Administration every Tuesday by 4 p.m.
- b. The Operations Assistant will provide to the Contractor a 40 Day Alpha Report that will include the customer's name, promissory note number, date of promissory note and the promissory note dollar amount. This report will be run every other Wednesday.
- c. Any customers on the report not paying by the end of the cycle are sent to the City's Collection Agency. The report becomes obsolete as soon as the next report is received by the Contractor.
- d. Prior to the promissory note payments being deposited, Contractor will reference the 40 Day Alpha Report for each customer making a payment.
  1. If the date of the promissory note being paid is older than the most current promissory note date listed on the report, the payment must go to Parking Administration as the promissory note is already in collections. Contractor cannot accept and deposit this payment.
  2. If payments received must be converted to a money order made out to the City and County of Denver before being sent to Parking Administration office.
  3. If the promissory note being paid is listed on the most current report, the payment can be accepted and deposited by Contractor.
  4. If the promissory note being paid has a date later than the newest date on the

report, Contractor may accept and deposit the payment.

- e. Any check received for a Promissory Note payment must be endorsed on the back and thoroughly completed utilizing the information on the back of the envelope submitted by the patron. The front of the check must state "Prom".
- f. The Parking Contractor must call the bank to verify funds for any Prom paid by counter check prior to sending to the Parking Administration office.

## Section 8 - REPORTS

All reports, memoranda and letters will be completed using the prescribed name for each parking area, and the prescribed letters and names for TIMs (Ticket Issuance Machine) and exit booths.

Requests for additional information/reports from Contractor must be provided to the City within three business days (72 hours).

### A. Daily Reports

- a. Customer Service Reports
- b. Previous day Customer Service Reports which may cause a negative customer experience are to be provided to the Contract Administrator by 4:00 p.m. the following business day. The information should include 1) service interruptions; 2) systems issues.
- c. Daily Cashier Shift Reports
- d. Daily Cashier Shift Reports are to be completed by the Contractor for each cashier shift in all booths utilized within that 24-hour period, on a form developed by the Company and approved by the City.
- e. Daily PRCS Report

### B. From the Cashier Shift Reports, ticket reviews and deposits, a Daily PRCS Report will be completed and submitted to the City. Each report will include:

- a. Cover letter explaining any discrepancies to include backup documentation
- b. Copies of revenue balance reports – Cash Deposit Summary Report, Special Collections Report, Summary of Daily Deposits Report
- c. Documentation for all disputes
- d. Promissory notes
- e. Deposit slips
- f. Declined credit cards
- g. Report of non-working Courtesy Cards
- h. Redeemed Coupon Report and copies of redeemed coupons issued by the City and/or Contractor,
- j. Bank amount issued to each cashier per location
- k. Gate Activity Report – this report will list all manual gate opening with the time, by whom and the reason why.
- l. Daily Credit card report reconciled with the City's credit card processor.

C. Daily License Plate Inventory.

The City will provide computerized equipment to take a daily license plate inventory of all vehicles remaining at midnight. The license plate inventory will be used to provide customer assistance for lost vehicles.

D. Monthly Reports

The Contractor will provide to the City no later than the 25<sup>th</sup> of each month the following reports:

- a. Total amount of promissory notes outstanding and collected
- b. Year-to-date earnings
- c. Accrued vacation and year-to-date usage
- d. Accrued sick leave and year-to-date usage
- e. Year-to-date usage of bereavement, personal day, FMLA leave and jury duty
- f. Contractor must provide to the City copies of all timecards each billing cycle.
- g. The contractor also needs to provide the payroll register and leave slips for all employees, salaried and hourly.
- h. Current employee roster in alpha order including hire date, title, current pay rate, employee status (full or part time) and shift
- i. Current new hire/termination/name changes roster in alpha order including hire and/or termination date, title, current pay rate and shift – if an employee is terminated and rehired, both dates must be included. If an employee is rehired by the Contractor, they must notify the Contract Administrator and the Audit staff of that rehire.
- j. Year-to-date overtime report
- k. Employee bonus report – to include total incentive points earned, incentive amount earned and name of employee of the month with amount received and type of gift certificate.
- l. Valet Reports

F. Quarterly Reports

Training class schedules need to be submitted to the Contract Administrator before the start of a quarter.

G. Ticket Audits

- a. The Contractor's clerical staff will audit a minimum of 10% of normal tickets and all Cashier Shift Reports for accuracy in reports.
- b. New cashiers, suspect cashiers and cashiers who consistently make errors will be extensively audited until accuracy can be assured.
- c. All exception tickets will be audited prior to completing daily reports.

d. All manually processed tickets will also be completely audited.

H. Destruction of Public Property Incident Reports

Copies of the incident reports are to be submitted to Contract Administrator by the next business day. The Contractor's employees are to be trained to obtain all information in such instances to better assist the police.

I. Mail

The Contractor will deliver and pickup all reports and mail from the Parking Administration Office no less than one time each day and no later than 4 p.m.

## Section 9 - 30 DAY AUTHORIZATION OF VEHICLES

### A. Approval to Park Over 30 Days

- a. Customers calling into the Contractor or Parking Administration offices for approval to park over 30 days will be forwarded to the 30 day approval hotline (303-342-4629) and the operator will explain that a return phone call will be given the Sunday following the date of the message.
- b. There will no longer be a departure date of 'Indefinite' offered to any customer. If the customer chooses he will be marked as an 'Extended' customer and will need to register with the Contractor. The registration will allow the customer to park as frequently as desired and for whatever intervals the customer chooses for a period of one year without his/her vehicle being identified as abandoned. The customer must keep the registration up to date by contacting Contractor the month in which his/her vehicle registration is due or whenever information changes. An extended stay request form will either be faxed or emailed to the customer upon request.
- c. If the customer is requesting to park longer than 45 days in the facility, an extended stay request form must be completed before the authorization to park is granted.
- d. Customer must provide all information listed below:
  1. Name (first and last)
  2. Address (if unwilling, an Email address will be accepted)
  3. Telephone number
  4. Date of Arrival
  5. Date of Departure (if extended period, see the Indefinite/Extended procedure)
  6. Make
  7. Model
  8. Color
  9. Location
  10. License plate
  11. License plate state
- e. After the customer has communicated with the operator and left the detailed message on the extended stay hotline (303-342-4629), the Contractor Manager in charge of 30 day removals will return the customer's call the Sunday after the call was received.
- f. All information regarding parking over 30 days will be reviewed with the customer. The Contractor Manager in charge of 30 day removals will approve the customer's request to park if all information is provided or reject the customer's request if additional information is needed.
- g. The customer will be advised that if they extend past the date of departure that they provided to the Contractor, they must contact the Contractor to extend the stay within five days of expiration.
- h. If the customer fails to communicate with the Contractor within those five days; the vehicle will be marked as expired and will be subject to removal as in accordance with municipal code 5-15 30 days after expiration of the approval.
- i. The Contractor will contact the customer the day after the expiration of the approval either by phone call or email.

- j. If the customer chooses to release the vehicle to the Airport for any reason, all contact information for the customer will be forwarded to the Contract Administrator within 48 hours of communication with the customer. If the Contract Administrator or designee is not available due to a holiday it must be forwarded on the next business day in which the Contract Administrator is on duty.
- k. If contact is made and the customer requests to extend the parking stay, all information will be gathered and all steps will be completed for the approval to park. If the extension will take the vehicle over 60 days in the facility the customer must complete an extended stay request form.

## B. Vehicles Currently on the Indefinite Report

- a. All vehicles that are currently on the indefinite report must be removed and given an expiration date. The Contactor will make one attempt to contact the customer by telephone and explain that the indefinite status parking option is no longer available. If contact cannot be made a letter will be sent to the customer.
- b. To become a member of the extended stay list, the customer must provide all required information including:
  - 1. Name (first and last)
  - 2. Address
  - 3. E-mail address
  - 4. Telephone number, both primary and secondary
  - 5. Date of Arrival
  - 6. License Plate Expiration
  - 7. Make
  - 8. Model
  - 9. Color
  - 10. Location
  - 11. License plate
  - 12. License plate state
- c. Extended stay customers will be added to the Authorized to Park Report which is sent to up every Monday.
- d. If no contact is made by telephone then a certified letter will be sent to the address on the current authorization list. All Postage will be a reimbursable expense not to exceed \$25 per week.
- e. An approval letter will be sent to the Contract Administrator for approval or denial before the letter is sent to the customer. This letter must detail which customers will be notified of the removal of the indefinite parking status, the letter will include the option for being placed on the extended stay list. The letter will also advise the customer that since their vehicle is no longer approved to park at leisure it is subject to removal if parked past 30 days without contacting the parking contractor to make arrangements.
- f. Any customer that does not respond to the letter within 30 days of the date sent will be removed from the list.
- g. The Certified Letters will be a reimbursable expense not to exceed \$25 per week.
- h. All Certified letter requests will be sent to the Contract Administrator for approval before purchase. The letter must detail the customers which will be contacted.

## **Section 10 - ABANDONED VEHICLE IMPOUNDMENTS**

- A. the Revised Municipal Code Section 5-15, defines a vehicle parked in any Public Parking Facility for over 30 days as having been abandoned.
- B. DEN Parking Administration allows an additional 15 days grace period, at 45 days the vehicle will be removed.
- C. Vehicle's parked in Short Term parking will be removed after 30 days.
- D. Weekly, the Contractor will complete a City provided Auto Removal Report form from Sunday's license plate inventory and/or Back Office and deliver the report to the Contract Administrator the following business day. Listed on the report are all vehicles parked over 45 days, except those which have permission from the Contractor to exceed 45 days. The Contractor will also notify the Contract Administrator weekly of any vehicles that have been parked in Short Term Parking for seven days or more.
- E. Customers requesting information on these abandoned vehicles are to be referred to the Parking Permit Sales Booth (located on Level 6 of the Terminal behind the U.S. Post Office), phone 303-342-4086.
- F. The Contractor is authorized to extend the duration of a vehicle more than 45 days. See Section 9, 30 Day Authorization of Vehicles.
- G. Authorizations are to be sent to Contract Administrator with the Auto Removal Report each week.
  - a. It is the Contractor's responsibility to ensure that vehicles permitted to stay over 45 days are not reported as abandoned.
  - b. If the Contractor requests removal of such a vehicle, the Contractor will pay the parking, towing and penalty charges to the City from Contractor funds. The customer will then be allowed to reclaim their vehicle at no charge.

## Section 11 - EMPLOYEE PARKING AREAS

Personal vehicle parking is provided to Airport employees. There are four primary parking areas which are monitored by the Contractor. The names of the lots are: Airside, Landside, East and West Employee Parking. Employees must have a valid parking permit and a valid Airport ID (SIDA) to park in these areas.

- A. The Contractor is responsible for answering the telephones on the employee entry/exit lanes daily between the hours of 10:30 p.m. and 6 a.m.
- B. Additionally, the Contractor is responsible for checking the Employee Parking System to determine whether or not employee access will be granted.
- C. the Contractor is responsible for adhering to the policies and procedures set forth by Denver International Airport and Parking Administration concerning vending and access.
- D. When an employee approaches the Employee AVI gate with an invalid permit, they should seek assistance by selecting the Help button. The following procedures will be used:
  - a. The Contractor will document the date, time, name, SIDA badge/access card number, company, and issue on the Landside/Airside phone log sheet.
  - b. A SIDA badge is a badge that is issued from Airport Security here at Denver International Airport upon employment. It includes a photo of the employee, an assigned badge number, the company the employee works for, the employee's position and the badge expiration date.
  - c. An Access card is a card that is used in lieu of a badge. It is issued when a badge is pending but the needs to utilize parking immediately and when an airline employee is not based in Denver. An Access card has an assigned card number that currently begins with the number "7".
- E. In AWS, the card and PIN button is selected and the Contactor agent enters the SIDA badge/Access card number and observes the permit number, the date permit first assigned, the expiration date and whether the permit is valid, invalid or expired. If the permit expiration date is current and there is a "Y" for valid, access should be allowed. As long as the expiration date is correct but there is an "N" for invalid, the employee should be allowed access. If the expiration date is expired and it says "EXPIRED" or invalid, do not allow access.
- F. In many cases the company or employer is responsible for renewing permits for its employees. The Contractor should check in the AWS system and if there is not authorized access they cannot be allowed access. The employee should be directed to contact the Parking Permit Sales Office and their company immediately. It is inappropriate to tell an employee that a payment has not been made by them or their company. Never mention payment.
- G. Often the employee is unable to access the gate because they were issued an Access card and are attempting to enter with their newly assigned SIDA badge. If and the permit is valid and the names match, access should be allowed and the employee should be

directed to the Parking Permit Sales Office to have the permit reassigned to the SIDA badge.

- H. An employee may have received a new SIDA badge which has a different number than the previous badge.
  - a. If the permit is valid under the previous badge number, the employee should be allowed access and directed to the Parking Permit Sales Office to have the permit reassigned to the new SIDA badge.
  - b. To locate all badge numbers, select and the Card and PIN button in AWS. Click on the on the pull down button under the word BADGES. Several badge numbers may appear. Each one may be selected to locate the permit number.
- I. If the permit is determined to be invalid after making all checks and inquiries, the employee should be politely directed to park in a Public Parking Facility and told to contact the Parking Permit Sales Office to resolve any issues.
- J. Each year, the Parking Permit Sales Office Supervisor will meet with the Contactor Trainer to go over policies and procedures and to ensure that all employees working during the aforementioned time period remain informed and are in adherence. Training can include in-services, handouts, and computer training.

## Section 12 - SECURITY

### A. Revenues

- a. All revenues collected are the responsibility of the Contractor until signed over to the City's armored car service. Such deposits will be made daily.
- b. All revenues collected will be kept in the locked vault room. A limited number of employees, approved by the City, will have access to the vault room.
- c. Only employees that need access to credit card information to perform their job duties, including access to credit card processors website, will be granted access to the website.
  1. The website will only be accessed through computers provided by the City that are in a secured location.
  2. All log on and password information will be treated with extreme confidentiality.
- d. Any employee leaving the contractors employment, or taking a leave of more than 15 days, must have their access to the credit card processors, PRCS, and any other credit card information, removed immediately. The Contractor will contact Parking Administration as soon as it is known that an employee will no longer be employed.
- e. The Contractor will complete the DEN User Request Form the same day that the contractor has knowledge of any changes of employment for any employee that has access to any and all credit card information.

### B. Lost and Found Items

Lost and found items must be turned into the City's Lost and Found office located in the Terminal.

### C. Tickets

The Contractor shall be responsible for protecting from theft or misuse all parking tickets collected. Contractor will be held accountable for all tickets issued and collected.

### D. Storage of Documents

- a. All collected tickets will be stored in individual bags, labeled by date, cashier, booth and shift. Each of these bags, including voided tickets, damaged and "found" tickets, for an entire 24 hour period will be maintained separately.
- b. All documentation will be stored securely as directed by the City.
- c. At all times, documentation containing credit card information will be kept in a secured location with limited staff access.
- d. The City may authorize the Contractor to store all collected tickets with an off-site storage company. The Contractor must submit a written request to Contract Administrator to retrieve any tickets stored with an off-site company unless otherwise directed by the City. Documents authorized to be stored off-site will be stored at the City's expense.

### E. Filing Charges of Destruction of Public Property

- a. Any individual observed breaking, damaging or tampering with gate arms, guard rails, card readers, fee displays, inside and outside cameras, crash barriers or any other City owned equipment is to be reported to Denver Police Department and charges of destruction of public property may be filed.
- b. Any observations of damage to City or Customer property must be reported immediately to the Parking staff and DPD. An incident report must be completed and provided to the Contract Administrator within 24 hours.

### **Section 13 - MAINTENANCE WORK REQUESTS**

- A. All maintenance work requests must be approved and signed by the General Manager or designee and include: Date, contact name, clearly defined location and description of request, phone number, and a notation of any previous request.
- B. Weekly, the maintenance work requests will be forwarded to the Contract Administrator. The Contractor will continue to report, via the agreed upon format, any repairs not made by indicating a second or third request. The third requests will be submitted by letter to the Contractor Administrator three weeks after the second request was submitted to the Contract Administrator.
- C. the Contractor will insure all parking contractor supervisors and managers are aware of all outstanding work requests and can provide the necessary assistance to City Maintenance staff.
- D. Emergency work requests will be called to Parking Administration (303-342-4083), Parking / Transportation Supervisors (303-342-4082 or 4048) or by radio to any Parking/ Transportation Services Agent.
- E. Between midnight and 6 a.m., any emergency work requests can be called to Maintenance Control (303-342-2800) and noted on the weekly work requests sent to the Contract Administrator.
- F. The Parking Administration Manager on Duty must be notified of these emergencies.

## **Section 14 - RESERVED PARKING PROGRAM**

- A. The Parking Contractor will be responsible for maintaining the DEN Reserved Parking Program. The reservations will be handled through a PCI – compliant platform that links to the DEN Parking webpage. This program will allow our public parkers to reserve a space in a designated area for an additional daily reservation fee.
- B. The Parking Contractor will be responsible for monitoring the spaces for compliance and will notify LSA II's for any non-compliant vehicles which need to be cited and relocated.

The Contractor will provide the following reports:

- a. A daily report will be maintained by the Contractor that shows orders from the previous day.
  - b. Updated reports may need to be completed throughout the day.
  - c. A monthly reconciliation report from the Reserved Parking Program provider.
  - d. Monthly reconciliation report from the merchant provider.
  - e. Monthly payment reconciliation provided to the City for amount due based upon agreed contract terms.
- C. The reserved area could be expanded by the City based on success of the program.
  - D. The contractor will deposit the revenue daily in the city account as "Other Revenue".
  - E. Any fees associated with the program will be included in the monthly invoice with proper documentation.

## Section 15- HOTEL VALET PROCESS

- A. The Parking Contractor is responsible for the daily operations of the Hotel Valet. Hours of Operation. The operating hours are 24 hours per day, 365 days a year.
- B. Rate Structure
  - a. Overnight guests will be invoiced by the Hotel on their room bill.
    - 1. Overnight guests will have unlimited in & out access.
    - 2. Each night's stay will be billed the rate of valet.
  - b. Transient guests will be responsible for payment and charged the current airport Valet Rate.
- C. the Hotel Valet vehicle holding area is located in Module 4 on Level 1 of the West garage, and consists of 181 Valet spaces.
- D. The area is secured and access can only be gained by badge swipe or by inserting garage ticket into the ticket validator at the entrance to the holding area.
- E. Valet employees access the vehicle holding area via the Northern entrance to Module 4.
- F. The Valet attendant work area will be the front of the Valet ramp immediately outside the front doors of the Hotel, and the Valet office is located immediately inside the front doors of the Hotel on level 1 of the hotel facility.
- G. Daily or transient guests will have their West Garage ticket value up charged to the valet rate at the intermediate terminal located in the valet office.
  - a. The guest will then pay at the West Garage exit in accordance with the rate structure and amount of time they spent at the property.
- H. Pre-paid group payment for event functions are managed by the Hotel. In this scenario, Coupons or stickers may be used and in possession of the Hotel.
  - a. The coupons/stickers may be given to guests by the Hotel.
  - b. The guest will exit out the West garage through a cashier lane and present the ticket with the sticker affixed or the coupon to the cashier.
  - c. The cashier will then enter the validation code which corresponds with the coupon/sticker.
- I. Facility Entrance and Exit
  - a. All guests will be required to pull a ticket from the TIM.
  - b. Entry to the Valet is via the West Garage entrance lanes.
  - c. Exit from the facility is via the West Garage exit plaza.

## J. Guest Arrival Process

- a. Guests arriving at the Hotel Valet area will be immediately serviced by the Valet attendant.
- b. The attendant will inquire as to the length of the guest's stay specifically identifying how long the guest intends for their vehicle to remain with Valet.
- c. The attendant will further inquire if the guest is staying at the hotel, and inform the guest of the exit payment process for transient stays if the guest is a same day visitor.
- d. The attendant will collect the parking ticket which the guest pulled at entrance.
  1. Transient guests will have the parking ticket up-charged to the Valet rate at the intermediate terminal located at the valet office.
  2. Overnight guests will have the parking ticket to a zero balance at the terminal located at the entrance of the Valet parking area.
- e. The ticket should remain in the vehicle at all times.
- f. The Valet attendant will move their vehicle into the designated valet nesting area in the garage.
- g. After guest departs, the attendant will move the vehicle into the Valet holding area, immediately returning the key to the key room for secure storage, while keeping the ticket in the vehicle.

## K. **VEMA** Vehicle Inspection Process

- a. In the guest's presence, the attendant will begin the process of inspecting the vehicle for damage and entering the transaction particulars into the VEMA system.
- b. The inspection process begins with a Pre-Park inspection (PPI).
  1. The PPI consists of a detailed walk around the vehicle to note any damage such as scrapes, dents, and safety hazards.
  2. Attendant inspects the vehicle all scrapes are marked with an "O" and all dents are marked with an "X," with another area to list any further damage or important information.
  3. Once PPI is complete the valet attendant will then fill out the complete valet ticket with information such as the guest's first and last name, make and model of vehicle, color of vehicle, license plate, and date and time of entry into valet.
- c. After the PPI process, the vehicle may be parked into the valet nesting area and the vehicle keys with the valet ticket attached are taken to the valet office.
- d. The information is entered into the VEMA technology and a barcode, which is on the valet ticket, will be used to scan the valet ticket into VEMA.
  1. The barcode will correspond with the number which is printed on the valet ticket.

2. The Valet attendant will then enter all information into VEMA. The information includes full name, make and model of vehicle, color of vehicle, license plate and date and time of entry into valet service.
- e. By entering the valet ticket into VEMA there will be an electronic inventory of the vehicles held in Valet at any given time.

#### L. Processing of Payment

- a. Payments are not processed in the Valet office.
- b. For overnight guests, the Hotel will bill the parking fees to the guest's hotel folio.
- c. For transient guests, the payment is collected at the Public Parking exit booths.

#### M. Overnight Vehicle Inventory Process

- a. Nightly, the Valet attendant working the overnight shift will perform an inventory of vehicles in the holding area, and compare that inventory to the Hotel guest registry.
- b. Any vehicles which are unable to be billed to a hotel folio will be labeled "flyers" by the overnight attendant.
- c. By identifying these vehicles the Valet team will be able to track which guest's vehicles need to be issued an exception ticket to ensure the collection of the full fee.
- d. This process will be documented via the Overnight Inventory Log, which will be submitted to the Parking Contractor Finance Department with the day's paperwork.
- e. Each exception ticket will be logged on the exception ticket log, which will be maintained each day for a secure audit trail.

#### N. Exception Ticket Process

- a. Exception tickets are tickets that are hand written and issued to the customer by a Valet attendant, as opposed to a regular ticket, which is issued from the ticket issuance machines (TIMS).
- b. As these tickets are hand written, exception tickets require that the guest utilize a staffed cashier lane for processing when departing.
- c. It is imperative that the agent remind the guest to utilize a staffed cashier lane for exiting on all exception ticket transactions.

#### O. Attendant Arrival Responsibilities

- a. The Valet attendant will be responsible for greeting the customer at the Porte cochere, assisting with luggage and other personal effects, and inquiring as to whether the guest will be staying at the hotel.
- b. The attendant will specifically inquire as to the "**name on the reservation**" if the guest is indeed staying at the hotel and complete the claim ticket, returning the customer portion of the ticket to the guest, while keeping the PRCS ticket that the guest takes at the entrance in the guest's vehicle, and then promptly move the vehicle into the Valet holding area.

- c. Once the keys are returned to the valet office the attendant will immediately enter the vehicle into the VEMA system. This will include entering all information into VEMA, i.e. full name, make and model of vehicle, color of vehicle, license plate and date and time of entry into valet service.

P. Attendant Exit Responsibilities

- a. For overnight guests, the Hotel front desk will notify the Valet attendant via radio of a guest's impending departure.
  - 1. The attendant will then retrieve the vehicle from the holding area and promptly bring the vehicle to the Porte cochere.
  - 2. The attendant will assist with luggage, inquire as to any other needs, provide directions to the guest, and ensure they exit the facility correctly.
- b. Transient parkers, the guest may not interface with hotel staff and instead would proceed directly to the Valet center, whereupon the attendant will conduct the same vehicle retrieval process.
  - 1. The attendant will return the guest's original ticket to them, which has been up charged to the valet rate using the terminal at the valet office.
  - 2. They will then use the up charged PRCS ticket to pay the accrued parking fees at the West Garage exit plaza after exiting the Valet center.

N. Upon exiting, the valet attendant will ask for the claim check from the guest, verifying the matching ticket number, and verifying last name and car type.

- a. When returning the vehicle the valet attendant will remove the "valet tag" which they attached to the keys for labeling.
- b. The valet attendant will then return the guest's original ticket to them so that they may pay for parking at the West Garage exit.
- c. After departure the valet attendant will then bring the "valet tag" back to the valet office so that the valet ticket can be scanned out of the VEMA system, keeping the VEMA vehicle inventory up to date.

O. Overnight Guests Who Check Out of the Hotel but leave Vehicle in Valet:

- a. There will be instances when a guest arrives at the Valet and checks in to the Hotel, later checking out of the hotel and flying out of town. The guest would have only paid for the Valet parking that is associated with their hotel stay, and will need to be charged for additional parking days upon return and retrieval of vehicle.
- b. The overnight attendant will check for this scenario on a nightly basis by printing out a list of vehicles in the Valet holding area and checking that list against the hotel's guest registry.
- c. Any vehicles remaining in the holding area that are no longer tied to a guest's hotel registration will be identified as "flyers" and an exception ticket will be written for the additional fees that began accruing from the time guest left the hotel.

- d. The attendant will keep this exception ticket in the guest's vehicle, which will be given to the guest upon their return.
- e. The guest will then make payment of this additional fee at the West Garage exit plaza, similar to transient Hotel Valet parkers.
- f. Because the guest will be exiting on an exception ticket, the Valet attendant must instruct the guest to exit via a staffed (cashiered) lane, as exception tickets cannot be processed through unmanned exit lanes.
- g. During lot audits the attendant will also be checking to make sure each PRCS ticket per vehicle is charged the correct amount.

P. Special Event and Large Function Parking:

- a. In times of events or other high volume periods there will be a need to secure extra parking spots in the garage outside of the normal nesting area.
- b. The overflow or flex area is located in module 4, level 1 of the West Garage, adjacent the regular Valet holding area.
- c. The Hotel sales department will communicate with Parking Contractor and Parking Contract Administrator on functions and events so that the valet team may coordinate with self-parking operations to cone off the flex area.

Q. Overnight Doorman Duties

- a. During the hours of 2300 to 0700, the Hotel will not have a doorman on duty and the Parking Contractor overnight employee will also handle doorman responsibilities. This will involve ordering taxis and interfacing with guests for non-Valet needs, in addition to the regular duties of parking and retrieving all guest vehicles.
- b. Duties will include greeting every guest upon arrival, notifying the front desk staff of impending guests and specific guest needs, and assisting with unloading of luggage.
- c. The overnight supervisor will use a radio to communicate with the Hotel staff so that they may assist where needed.
- d. The overnight supervisor will perform an inventory of the vehicles in the valet lot and also performs a security walk through to ensure all guest Valet vehicles are locked and secured. The Hotel night auditor will print out a list of in-house guests and furnish this list to the overnight Valet employee.
- e. The employee will then match the valet parked vehicles with the correct guest and highlight the guest's name on the in-house report.
- f. Once this task has been completed, the employee will return the report to the night auditor, who will then post the Valet charge directly to the guest's folio.
- g. The overnight supervisor will maintain a log where they will record each Valet claim check number with the guest's full name and room number for reference in the daily paperwork.

## Section 16- POWER OUTAGES

Should a power outage occur the following procedure will be initiated:

- A. The Contract Administrator or City's Manager on Duty, Revenue Control System technician and the Airport Maintenance Control Center will be notified immediately.
- B. Procedure for handling Exit Plaza outage:
  - a. Remove gate arms.
  - b. Open cash drawers.
  - c. Manually compute all fees and indicate date and exit time, fee and amount collected on ticket.
  - d. If the lanes back up to the "vend" point, customers will be allowed to exit at no charge and procedures will be followed as outlined in Section 5.
  - e. Prepare separate cashier reports for manual transactions.
  - f. All tickets will be audited by clerical staff.
- C. In case of a TIM outage, the Contractor will assign one or more employees to manually issue tickets using the following procedures:
  - a. The Contractor will use exception tickets for entering customers.
  - b. Remove the gate arms.
  - c. Write the time and date legibly on each ticket issued manually or use a date and time.
  - d. Initial the exception ticket.
- D. A brief narrative of the time frame, procedures followed and number of tickets processed or issued will be forwarded to the Contract Administrator within 24 hours of the failure.

## Section 16 - DEFINITIONS

The daily and monthly revenue reports and statements will be completed using the following figures and definitions:

**“Regular Transaction”** means a transaction that is processed without an exception occurring.

**“Non-Regular Transaction”** means a transaction in which an exception occurs (see Exception Ticket).

**“Overrings”** means cashier/software errors that are processed for **MORE** than the actual amount of the transaction as shown on the journal tape. The amount of each overring will then equal the actual amount processed, **MINUS** the amount of what the transaction was “supposed to be” (negative number).

**“Underrings”** means cashier/software errors that are processed for **LESS** than the actual amount of the transaction as shown on the journal tape. The amount of each underring will then equal the amount of the transaction **MINUS** the amount processed incorrectly.

**“Adjusted Total”** will equal the sum of the “regular transactions”, “non-regular transactions” and the amount of the “underrings”, **MINUS** the amount of the “overrings”.

**“Overages”** will equal the sum of the overage amounts that occur at the end of each day’s cash reconciliation as noted on the Daily PRCS Report.

**“Shortages”** will equal the sum of the shortage amounts that occur at the end of each day’s cash reconciliation as noted on the Daily PRCS Report.

**“Total Collected”** will equal the sum of the cash, check, and credit card transactions **PLUS** the amount of the “overage” **MINUS** the amount of the “shortage”.

**“Non-Revenue”** the amount of “non-revenue” transactions, as adjusted for cashier errors

**“Promissory Notes”** or **“Insufficient Funds”** corresponds to the amount of “accounts receivable”, or the dollar amount the customer was short.

**“Validation Transaction”** means that an entry ticket has been encoded with a non-revenue code.

**“Disputed Transaction”** means parking coupons for 2-hour or 1-day parking rate.

**“Cancelled Transaction”** means a transaction that is interrupted by the cashier before completion.

**“Auto Vend Transaction”** is a transaction resulting from the process of opening of the exit gate without collecting revenues.

**“Back-Out Transaction”** means a transaction that is interrupted by the cashier before completion.

**“Total Vehicles”** means the amount of “regular” transactions, as adjusted for cashier/software errors.

**“Exception Tickets”** means a type of transaction that occurs when the original entry ticket is defective in one of the following ways:

**Blank** – imprinted information on the front of the entry ticket is not encoded onto the magnetic strip.

**Foreign** – software cannot correctly read information encoded on the magnetic strip of the entry ticket.

**Lost** – exiting customer does not have an entry ticket and the cashier has to manually enter information regarding the customer’s stay.

**Mutilated** – software cannot correctly read information encoded on the magnetic strip of the entry ticket.

**Stolen** – software cannot correctly read information encoded on the magnetic strip of the entry ticket.

**Swapped** – software cannot correctly read information encoded on the magnetic strip of the entry ticket.

**Used** – software cannot correctly read information encoded on the magnetic strip of the entry ticket.

**Complimentary** – transactions where the length of stay is less than the 10-minute “Grace Period” and has a zero dollar value.

**“Promissory Note Deposit”** means the amount remitted by customers due on their promissory notes. This amount will be determined by the sum of all payments paid by cash/check and entered onto a deposit slip created for the deposit, per SOP’s, and the amount is entered into the Daily PRCS and are included in the totals for that day. Promissory Notes paid by credit card are entered the same as a manual credit card transaction – their totals are entered into the Daily PRCS Report and are included in the credit card deposit for that day.

**“Other Income Deposit”** equals any deposits for broken gate boards, payments for declined credit cards, contractor invoices, etc. that have no regular category, but for which a deposit is being made.

**“Total Deposit”** means the sum of the “total collected”, “shortage”, “Prom Deposit” “Credit Card Prom Deposit”, “Credit Card Deposit”, and “Other Income Deposit” for that day.

**“Open Car Count”** means the beginning car counts, per facility, for that day, which will also be the Closing Car Count for the preceding day.

**“Tickets Issued”** means the total number of tickets issued, per facility for that day.

**“Tickets Collected”** means the sum of all tickets collected, by facility, regardless of whether they had a dollar value or not.

**“Voided Tickets”** means the sum of all voided tickets, by facility, which were issued, but not canceled by a cashier terminal. This will include test tickets as long as the open and close counts are taken from a midnight ticket “pull”.

**“Calculated Closing Count”** equals the Beginning Car Count plus Tickets Issued, minus Tickets Collected, minus Voided Tickets.

**“Closing Car Count”** equals the ending inventory count for that day.

**“Unaccounted Tickets”** equals the sum of the Calculated Closing Count minus the Closing Car Count.

# EXHIBIT B

## DIA Parking User Request Form

REV:030509

User Access Request	
<i>*Check only one</i>	
<input type="checkbox"/> Add or Change User	<input type="checkbox"/> Remove All User Access

Promissory Note Database	
<input type="checkbox"/> Add	<input type="checkbox"/> Delete
<input type="checkbox"/> Change	<input type="checkbox"/> No Change
<i>PROM DB Access (Check only one)</i>	
<input type="checkbox"/> Read-Only	<input type="checkbox"/> Full Access
<input type="checkbox"/> Administrator Access (ACS only)	
<i>*User will be contacted for password</i>	
<i>**Users will be granted Full Access to DB directory</i>	

User Information	
Name	_____
Department	_____
Position	_____
User Contact Phone Number	_____
Supervisor Signature	_____
	Date
City Manager Signature	_____
	Date
ACS Signature	_____
	Date

WinCount Sign System	
<input type="checkbox"/> Add	<input type="checkbox"/> Delete
<input type="checkbox"/> Change	<input type="checkbox"/> No Change
<i>WinCount Access (Check all that apply)</i>	
<input type="checkbox"/> Change Signs/Edit Counts	
<input type="checkbox"/> Reports	
<input type="checkbox"/> Administrator (ACS only)	
<i>*User will be contacted for password</i>	

Parking Revenue Control Systems	
<input type="checkbox"/> Add	<input type="checkbox"/> Delete
<input type="checkbox"/> Change	<input type="checkbox"/> No Change
<i>PRCS Groups (Check only one)</i>	
<input type="checkbox"/> DIA Manager	
<input type="checkbox"/> DIA Administrative Users	
<input type="checkbox"/> DIA Supervisor	
<input type="checkbox"/> CCD Auditors	
<input type="checkbox"/> Parking Contractor Auditors	
<input type="checkbox"/> Parking Contractor Dispatchers	
<input type="checkbox"/> Parking Contractor LPI Users	
<input type="checkbox"/> Parking Contractor Managers	
<input type="checkbox"/> Parking Contractor Finance Managers	
<input type="checkbox"/> Parking Contractor Operators	
<input type="checkbox"/> Parking Contractor Supervisors	
<input type="checkbox"/> Parking Contractor Vault Clerks	
<input type="checkbox"/> Parking Contractor Master Clerks	
<input type="checkbox"/> ACS Administrator	
<input type="checkbox"/> ACS Technician	
<input type="checkbox"/> Other* _____	
<i>*must be an existing PRCS group</i>	

File System/Security Access Groups	
<input type="checkbox"/> Add	<input type="checkbox"/> Delete
<input type="checkbox"/> Change	<input type="checkbox"/> No Change
<i>System Access (Check all that apply)</i>	
<input type="checkbox"/> Master Clerk Access	
<input type="checkbox"/> LPR Review Access	
<input type="checkbox"/> Domain Administrator (ACS only)	
<input type="checkbox"/> Other _____	
<input type="checkbox"/> Other _____	
<input type="checkbox"/> Other _____	

Non-ACS Access	
<input type="checkbox"/> Hotline	
<input type="checkbox"/> Website	
<input type="checkbox"/> _____	
<input type="checkbox"/> _____	
<input type="checkbox"/> _____	

User Login Information (ACS Use Only)		
Username: _____	Temp. Password: _____	User ID: _____

Comments/Notes

*White Copy - ACS    Yellow Copy - City Manager    Pink Copy - Supervisor*

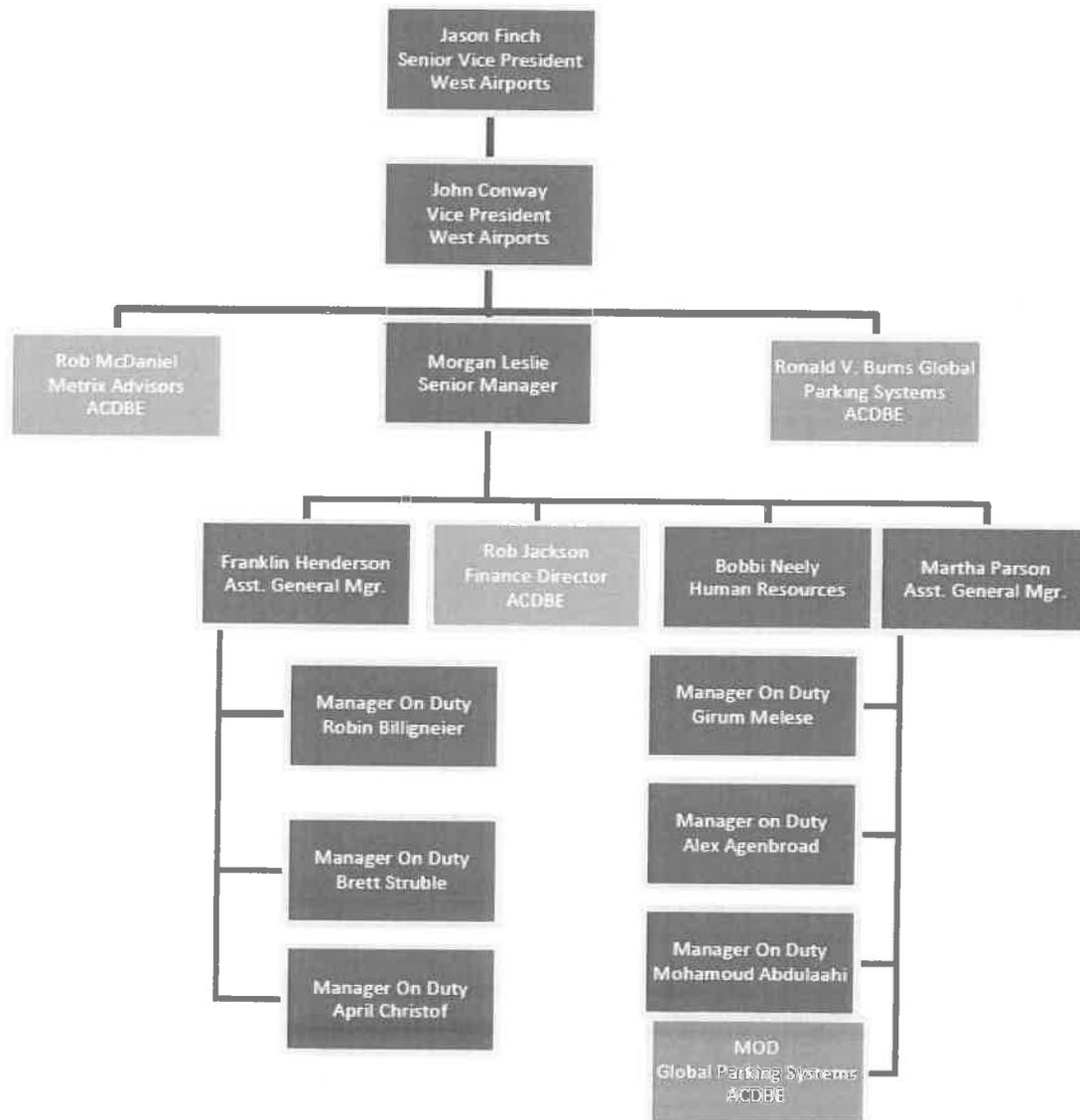
# EXHIBIT C CONTRACTOR'S PROPOSAL EXCERPTS



### 3. Management Organization and Organizational Chart

Provide an organizational chart which clearly identifies the Proposer's and subcontractors key personnel who perform the work under this Agreement. In addition, for each of these key personnel include their title and clearly describe the work they would perform and their responsibilities. If an individual will not be assigned to the management or operation of the Airport parking management services on a full-time basis, indicate the percentage of time that the person would be dedicated to work on the management and operation of the Airport parking management services and the percentage of time that the person would be working at the Airport.

SP+ DEN PARKING OPERATIONS ORGANIZATIONAL CHART



## KEY PERSONNEL AND WORK PERFORMED

**Morgan Leslie, Senior Manager**, oversees the entire operation, inclusive of the self park, valet, and hotel environments. Mr. Leslie is responsible for location compliance to DEN standard operating procedures, employee performance and behavior, labor and client relations issues, adherence to company policy, and the safety and well-being of all staff members. Mr. Leslie is 100% dedicated to DEN and supervises the management team below.

**Bobbi Neely, Human Resources Manager**, is 100% dedicated to DEN and is responsible for all employee hiring and disciplinary issues, benefit enrollment and eligibility, as well as location adherence to company policy and procedure. Ms. Neely is also responsible for Union issues including adherence to the collective bargaining agreement, hearing of grievances, and investigation of employee complaints and internal matters.

**Finance Director, Metrix Advisors (TBD)** - The Finance Director position will be provided by Metrix Advisors, a Denver based provider of quantitative advisory services and business process outsourcing solutions. The position will be supported by Metrix's local corporate office and its primary liaison to this contract, Mr. Robert McDaniel. The Finance Director will be 100% dedicated to DEN and is responsible for auditing and reconciliation of all DEN public parking revenue. Further, they will oversee the creation and delivery of the daily master report, which summarizes a given day's revenue activity to the airport client. The director will oversee the Finance and Audit departments, and is responsible for all cash handling, bank deposits and deliveries, petty cash, and the location's change fund.

**Franklin Henderson, Assistant General Manager**, is 100% dedicated to DEN and is primarily responsible for all evening shift operations. Mr. Henderson specializes in management of traffic flow, re-opening of closed areas, monitoring for weather or airline business activity impacts to evening operations, scheduling, and the timely removal of all long stay vehicles. Mr. Henderson also oversees overnight shift operations and the license plate inventory process.

**Martha Parson, Assistant General Manager**, is 100% dedicated to DEN and is primarily responsible for all day shift operations, employee overtime scheduling and custom scheduling needs, internal reports and tracking, labor and client relations, and revenue control system monitoring and troubleshooting.

**Mohamoud Abdulaahi, Operations Manager**, is 100% dedicated to DEN and is a manager on duty within the operation. As a highly experienced manager in the DEN operation, he takes a leadership role in the Thanksgiving and Christmas hand parking and back filling operations. Mr. Abdulaahi primarily works morning shift, where he excels with lot management during periods of high volume entry, particularly during transitions from the Pikes Peak shuttle lot to the Mt. Elbert shuttle lot.

**Glrum Melese, Operations Manager**, is 100% dedicated to DEN and is a manager on duty within the operation. As a former lane supervisor overseeing exiting activity at the garage exits, Mr. Melese has expertise with the PRCS revenue control system, and possesses extensive knowledge of cashiering and supervisory duties. Mr. Melese's technical proficiency with computer and network systems serves the operation in a variety of ways.

**Alex Agenbroad, Valet Manager**, is 100% dedicated to DEN and is the manager of the DEN Westin valet, overseeing the valet team and facilitating communication between **SP+**, the Westin executive staff, and the airport client. Mr. Agenbroad is responsible for all hotel valet operations, staffing and responsiveness to special events, exception ticket issuance and reconciliation for unusual hotel revenue situations, and ensuring his team's compliance to the Westin brand standard of customer service excellence.

**Brett Struble, Valet Manager**, is 100% dedicated to DEN and is a manager on duty and garage valet manager. Mr. Struble oversees the East and West valet operations, and is responsible for all valet staffing and reporting, quality control of customer service issues, investigation and resolution of patron complaints and irregular occurrences, and adherence to the collective bargaining agreement with respect to the front line valet staff.

**Robin Billigmeier, Operations Manager**, is 100% dedicated to DEN and is a manager on duty within the operation. Mr. Billigmeier excels in field operations and employee management, and is a 10-year parking industry veteran at airport locations throughout the Western U.S. Mr. Billigmeier has expertise with a variety of revenue control systems, and has extensive knowledge of auditing, revenue reconciliation, and operations best practices.

**April Christof, Operations Manager**, is 100% dedicated to DEN and is a manager on duty within the operation, and has primary responsibility for oversight of graveyard shift operations. Ms. Christof is responsible for ensuring the nightly collection of license plate inventory data, deployment of limited human staff resources during the overnight period, and the safety of all staff members working in remote locations. Mrs. Christof is a 5-year parking industry veteran after a 25-year career working in law enforcement for a variety of local agencies.

**The Global Parking Operations Manager** is 100% dedicated to DEN and is responsible for the performance and demeanor of all subcontractor staff members, and oversees employee hiring, human resources, and administrative duties at the location level. The Global Parking manager also interacts with the **SP+** management team, represents Global Parking in labor issues and contract negotiations, and ensures subcontractor compliance with the DEN standard operating procedures.

Please reference **Section C 5 - Key Personnel** for detailed resumes, bio's and relevant qualifications and experience of Morgan Leslie, General Manager, Franklin Henderson, Assistant General Manager and Martha Parson, Assistant General Manager, as well as our proposed subcontractors.

## 7. Proposed Management and Operations Plan

Prepare a description of the Proposer's management and organizational approach and methods for performing the Scope of Work. This should include the proposed effort for completing the work and the methods the Proposer would use to coordinate its work with other contractors and contractors whose work must interface or connect with work performed by the Proposer.

### OPERATIONS PLAN

SP+ has been providing parking and ground transportation services at airports across the country for over 60 years and maintains an independent Airport Services Division focusing solely on the needs of our airport clients. This organizational structure and management approach provides the foundation for us to develop and implement a comprehensive operating plan meeting the needs and objectives of DEN. As the nation's leader in airport parking and transportation management, we prefer to measure our success not by the number of contracts we manage but rather by how well we serve our clients. Our primary mission is ***"To maximize the value provided to our clients through excellence, innovation and efficiency in management services provided by a superior team of transportation and parking professionals dedicated to the highest levels of customer service."***

The Operations Plan procedures described in this section cover: Shuttle Lots, Garage, Economy, Valet, Short Term, Revenue Control, Monthly Reporting, Financial and Accounting Controls, Communications, Inventory Control, Home Office Support, Security, Emergency Measures, Vehicle Maintenance, Administrative Reporting, Internal Accounting and Audit.

#### Public Parking Operations

SP+ will provide personnel, equipment and organizational support necessary to manage, operate and maintain the public parking garages, economy lots, hotel valet and terminal valet East and West at Denver International Airport in a first class manner and condition. Our proposed operating procedures for the public parking operations encompass Facility Operations, Customer Transactions, Cashiering Operations and Vehicle Inventory.

#### Facility Operations

SP+ will be responsible for the management and operation of the parking facilities located within the defined premises and will perform all functions in accordance with the agreement. We have worked with the Airport and on-site management in the ongoing evolution of the DEN Standard Operating Procedures over the past eight years which details the operational procedures currently in place for the DEN parking facilities. The most recent SOP update, which was made in January 2016, reflects the additional changes associated with the opening of the WESTIN DEN hotel. The manual is a living document that updates basic policies, practices and procedures covering all aspects of facility management and the parking operation.

#### Parking Facilities Overview

The DEN parking facilities contain approximately 41,847 spaces. There are currently 6 parking options available to patrons: Shuttle Lots, Garage, Economy, Valet, Short Term and Hotel Valet.

#### Short Term Parking

Short Term East & West provides quick, convenient access to the Jeppesen Terminal. It is located on the arrivals level (level 4) in Garage East & West. This covered parking location is

intended for passenger pick-up and drop-off. Overnight parking is not recommended. Garage clearance is 8 feet. The hourly rate is \$4 per hour and \$96 per day. The area is open 24 hours per day.

### ***Garage Parking East***

Garage East parking is located adjacent to the Jeppesen Terminal on the East side. Garage East has five levels and encompasses three separate modules which contain both covered and uncovered parking (atrium parking and level 5). Accessible parking is available on all levels except Level 3. A total of five designated hybrid vehicle parking and electric charging stations are available on Level 1, Rows E and F. The rates are: \$24 daily and \$3 per hour.

### ***Garage Parking West***

Garage West parking is located adjacent to the Jeppesen Terminal on the West side. Garage West has five levels and encompasses four separate modules which contain both covered and uncovered parking (atrium parking and level 5). Accessible parking is available on all levels except Level 3. A total of 15 hybrid vehicle parking spots/electric charging stations are available on Level 1, Rows E and F; five of these charging stations have "Level 1" chargers; 10 have the faster "Level 2" charging stations. The rates are: \$24 daily and \$3 per hour.

### ***Shuttle Lot Pikes Peak***

- + Pikes Peak Shuttle Lot is the closest shuttle lot to the terminal and Denver International's most economical lot.
- + \$2 per hour to a maximum flat rate of \$8 each 24-hour period.
- + Free vehicle assistance services available twenty-four hours per day. Shuttles depart approximately every 10 to 12 minutes from shelters.
- + Shuttles drop off and pick up at the terminal, Level 5, Island 3, on both the terminal's East and West sides.

### ***Shuttle Lot Mt. Elbert***

- + The Mt. Elbert Shuttle Lot is the airport's "overflow" lot and opens when the Pikes Peak Shuttle Lot is full.
- + \$2 per hour to a maximum flat rate of \$8 each 24-hour period.
- + Shuttles depart approximately every 10 to 12 minutes from shelters.
- + Allow 30 to 45 minutes from the time you enter the lot to the time you arrive at the terminal.
- + Shuttles drop off and pick up at the terminal, Level 5, Island 3, on both the terminal's East and West sides.

### ***Valet East***

Valet East is located on the arrivals level (level 4) in Garage East. This covered-parking option is ideal for travelers who don't have time to self park, then walk or shuttle to the terminal. Valet parking also offers car wash services available through Buy My Wash, an eco-friendly car wash vendor. A separate fee applies for this service. Garage clearance is 8 feet. The rates are: \$12 for the first hour and \$3 for each additional hour up to the daily maximum rate of \$33 per day.

### ***Valet West***

Valet East is located on the arrivals level (level 4) in Garage West. This covered-parking option is ideal for travelers who don't have time to park, then walk or shuttle to the terminal. Valet

parking also offers car wash services available through Buy My Wash, an eco-friendly car wash vendor. A separate fee applies for this service. Garage clearance is 8 feet. The rates are: \$12 for the first hour and \$3 for each additional hour up to the daily maximum rate of \$33 per day

### ***Economy/East***

The East Economy Lot (and West Economy Lot) is the closest lot offering shuttle service to the terminal and is located just beyond Garage East parking on the East side of Jeppesen Terminal. This lot is a popular choice for travelers who want to park close to the terminal, but wish to pay a more economical price. When time and weather permit, this lot is also within walking distance to the terminal.

Free shuttles pick-up departing passengers in the parking lot approximately every 10 minutes, 24 hours a day, from shelters located near the roadway/shuttle route. Shuttles will drop-off departing and pick-up arriving passengers at the DEN transit center located directly behind the Westin Denver International Airport at the far South end of the terminal. The rates are: \$13 per day and \$3 per hour.

### ***Economy/West***

The West Economy Lot (and East Economy Lot) is the closest lot offering shuttle service to the terminal and is located just beyond garage parking on the West side of the Jeppesen Terminal. This lot is a popular choice for travelers who want to park close to the terminal, but wish to pay a more economical price. When time and weather permit, this lot is also within walking distance to the terminal.

Free shuttles pick-up departing passengers in the parking lot approximately every 10 minutes, 24 hours a day, from shelters located near the roadway/shuttle route. Shuttles will drop-off departing and pick-up arriving passengers at the DEN Transit Center.

The DEN Transit Center is located adjacent to the ground level of the Westin Denver International Airport and can be accessed at the south end of the Jeppesen Terminal: exit through the glass doors and take the escalator down to the ground level. Upon your return, shuttles will depart the DEN Transit Center approximately every 10 minutes. The rates are \$13 per day and \$3 per hour.

### ***Westin Hotel Valet***

The hotel offers Valet service to guests. Hotel guests will enter the West garage parking and will proceed north to the designated hotel area for Five Diamond valet service. The rates are \$12 for the first hour and \$3 for each additional hour up to the daily maximum rate of \$33 per day.

## **CUSTOMER ASSISTANCE**

Courtesy vehicles are available to all parking customers for assistance with vehicle locations, jumpstarts, lockouts and tire inflations. This service is provided at no cost to the patron 24 hours per day and is advertised on the airport's website, shuttle stop shelters and parking areas.

### **Customer Transactions**

Our goal is to provide the best possible service to the traveling public while achieving successful customer transactions. Successful customer transactions include the following:

- + Maintaining a secure, clean environment.

- + Providing fast, courteous service.
- + Offering parking options.
- + Providing adequate signage/way-finding.
- + Providing sufficient instruction and customer support for use of automated equipment.
- + Offering customer amenities/vehicle assistance services.

Customer impressions are formed based on the service delivered by our frontline employees. In order to assist our employees in providing excellent customer service, we have developed the Three Keys to Customer Satisfaction. These three easy keys help provide consistent, excellent customer service. The Three Keys to Customer Satisfaction are:



- + Key #1: Create a Positive First Impression
- + Key #2: Achieve Successful Customer Interactions
- + Key #3: Resolve *Customer Issues*

To ensure that each interaction is successful, every employee is required to practice the following five customer service behaviors with each and every customer:

- + Look Good
- + Greet Each Customer
- + Be Polite
- + Be Professional
- + Thank Every Customer



Specific operating plans for processing each type of customer transaction, including traditional cashiering and automated credit card exit are included in detail later in this section.

The PRCS system in use at DEN affords the customer a very user friendly experience in making payment for public parking fees. Each customer utilizing self-park or park-ride facilities is issued a magnetic ticket by the automatic parking revenue control system upon entry into the parking facility. This ticket is used to calculate the total parking fee due for the duration of the customer's stay. The customer is responsible for securing the ticket until exit.

Upon exit, the customer presents the original parking ticket for payment at either an automated credit card only exit or a cashiered exit lane, where they have the option to pay by cash, check or credit card. In the event a customer loses a parking ticket or the ticket is too severely damaged to be read by the computerized Xerox equipment, customers are required to utilize a cashiered exit lane for proper handling of the fee calculation and payment.

Through the integration of the License Plate Recognition System, it is possible to calculate the exact time and date of each customer entry. This is a great aid in assisting customers who have misplaced their parking tickets. The integration of the system allows the parking operator to match each vehicle with the ticket issued upon entry. This helps ensure the original ticket is presented at the time of exit and is a great safeguard against possible vehicle theft.

The revenue control system also enables the operator to track all activity for each ticket issued by the system. A customer's transaction can be tracked through a series of sequence numbers

to match with the License Plate Recognition System and all transaction activity through both unmanned and staffed exits can be effectively monitored. This feature enhances the auditability of each of the approximately 350,000 transactions processed per month through the parking facility. It has also proven to be a convenient service for tracking and reproducing customer receipts utilized for business expensing.

### Processing Transactions

A transaction begins when it is initiated by a customer upon exit or at a credit card only station. Any vehicle leaving the parking facility processed through a customer exit lane creates a vehicle exit and one or more exit transactions within the PRCS. Entry vehicles and transactions are electronically registered functions of the system. Parking revenue is recognized

Before a transaction begins, the Cashier Terminal (CT) is idle displaying date, time, lane number and cashier number. The lane light is green and the customer display mounted on the booth shows the time of day. Both the cash drawer and the exit gate are closed. When a vehicle crosses over the detection device in the center of the lane, the CT is activated so the cashier may process the customer's ticket. The cashier inserts the customer's parking ticket into the reader and the CT calculates the fee based on length of stay and on the lot's rates. The fee will be indicated on the display.

When the customer renders payment, the cash drawer is closed, the gate will rise and the customer exits. A departing vehicle may register as one or more transactions depending on the situation, the condition or availability of ticket, and agreement with the license plate date and entry time captured by LPR.

If the customer wishes to use Express Exit equipment, they simply insert the parking ticket, insert a credit card for payment, the transaction is completed and the gate rises for exit.

### Regular Transactions

The Cashier Manual and the DEN SOP's contain more specific details on processing the various types of transactions. Regular or normal transactions are recorded by the PRCS and occur most often. When a normal ticket is inserted in the CT and the customer pays the parking fee, a regular transaction is recorded.

There are four types of payments for regular transactions: cash, credit card, pre-paid or check.

**Cash:** To process a cash payment transaction, the cashier inserts the customer's ticket into the reader and the parking fee screen will appear displaying the amount due. The cashier will select the "cash" button on the display; enter the amount received in the Amount Tendered box and select OK. The cashier will return the change to the customer, close the cashier drawer and select the "receipt" or "no receipt" button. When the vehicle exits, the gate closes and the transaction is complete.

**Check:** It is the Manager's responsibility to ensure cashiers have listed their initials, cashier number, shift and booth number on all checks. All traveler's checks (are treated the same as cash) must be made out to the City of Denver. The Manager will then initial each traveler's check verifying the cashier's information is correct and complete. Any returned or fraudulent checks that were accepted due to the negligence of the contractor shall be returned to the contractor in the form of a chargeback equal to the check amount.

**Credit Card:** Credit Card payment may be processed by inserting the credit card with the magnetic stripe facing down to the right, into the reader. A receipt will automatically print for any

transaction involving a credit card. Credit card transactions may also be a regular or a combination of exception types and are integrated with the PRCS. The system has been designed to reduce the risk of lost data through host data capture. In the interest of expediting customer exits, signatures are not generally required on transactions less than \$100. In the event of non-communication between the Credit Card server, the CT or the processor, the CT software will prompt the cashier to obtain a signature

**Prepaid Transactions/ Premium Parking Click and Park:** These are transactions that have been processed on-line by Park mobile in advance for premium reservations. The cost for premium parking is \$4.00 per day. The amount is reconciled daily by **SP+** and cash is deposited into a City owned bank account daily. This fee is for a reserved space only and regular payment of parking fees due must be made by the customer at exit.

**Express Exit Transactions:** These are transactions that will be processed by Express Exit Lanes which only process prepaid or credit card transactions. The customer inserts the parking ticket in the Express Exit located at the exit plaza and pays the parking fee with a credit card. A receipt is issued and the credit card is returned to the customer.

### Exception Transactions

All exception transactions processed by cashiers require the involvement of the Supervisor. Once the Supervisor has been notified, the following procedure will occur:

- + The Supervisor will review all of the information related to the ticket to ensure the right type of transaction is being conducted and the correct fee is collected. The information should include the type of transaction, booth number, date of entry and exit, time of entry and exit, the original amount of the transaction, sequence number, license plate number, reason for the exception and customer name if applicable.
- + The Supervisor will verify the length of time the vehicle has been in the parking facility by matching the vehicle to its entry utilizing the back office feature of the License Plate Review software.
- + The Supervisor will manually calculate the parking fee to ensure the cashier is charging the customer the correct amount based on information from LPR review and information printed on the customer's ticket. (If the LPR and ticket information differ, please contact management immediately before proceeding with the exception transaction).
- + If the amount presented by the cashier is not correct, the Supervisor is to instruct the cashier to cancel and re-process the transaction.
- + Once the fee is determined to be correct by Supervisor, the cashier can finish processing the transaction.

Transactions that are not processed as a standard transaction are considered exception transactions. Below are the exceptions the audit team is responsible for reviewing:

- + Disputed Transactions
- + Lost Transactions
- + Swapped Transactions
- + Mutilated Transactions
- + Prepaid Transactions
- + Stolen/Transactions
- + Void Transactions
- + Cancelled/Back Out Transactions

- + Foreign Transactions
- + Used Transactions
- + Unreadable Ticket Transactions
- + Blank Ticket Transactions
- + Coupon Transactions
- + Validation Transactions
- + Non-Revenue Badge Transactions
- + Manual Entry Ticket

## CASHIERING OPERATIONS

### Collecting Payments

Customers can utilize 3 forms of payment when exiting the parking facility: credit cards, cash and checks. Payment is collected at the exit plazas of all parking lots. There are express lanes designated for credit card use payments. All cash transactions in the exit plazas are handled by cashiers.

A cashier should remain courteous and helpful even under difficult situations. A cheerful greeting and thank you, along with regret for delays or problems is expected to be expressed to the customer. Under unusual situations and customer dissatisfaction, a Manager must always be notified.



Cashiers must adhere to the following procedures during shift operations:

1. Greet each customer and process his/her ticket into the ticket validator.
2. Politely inform each customer of the parking fee, tender the correct change while repeating the change amount to the customer, and thank the customer before closing the cash drawer and opening the gate.
3. Notify a supervisor for all exception or irregular transactions.
4. Notify a supervisor when the drawer limit is reached. The supervisor and cashier then prepare a deposit drop noting time and amount on the cashier shift report and verified by each person's initials. The cash is then placed in the booth safe until deposited.

### Promissory Notes

DEN offers promissory (prom) notes for those customers who are unable to pay their full fee, and also as a means for a customer to dispute a portion of the fee owed or the whole amount. If there is a dispute about the fee owed at exit, the prom note is used as a placeholder and provides DEN parking administration time to investigate the circumstances of the dispute and follow up with the customer. The prom note process occurs as follows:

1. The cashier notifies the Supervisor in his or her work area that a prom note will need to be written.

2. The Supervisor responds to the lane with the promissory note issuance book and begins collecting the customer's information. The customer must present valid, government issued identification to be issued a prom; in the absence of ID, DPD can be contacted to verify the customer's identity.
3. After ID verification, the Supervisor completes the prom note, legibly filling in all fields, to include the customer information, the date and time of occurrence, the vehicle license plate number, the amount paid and the amount owed, and the **SP+** personnel involved. As a final step, the customer must sign the note to accept the unpaid balance.
4. The Supervisor then issues the customer one copy of the promissory note, with an additional copy included in the daily paperwork to the City and a third copy retained in the book itself.
5. The Finance Department Supervisor then adds the prom information to the prom database on the following business day for tracking and resolution purposes.

**SP+** proposed additional technology to automate this process at its own expense as discussed in **Section 1 B – Understanding of the Services and Responsibilities** if selected as the operator under the new agreement.

### **Staffing Levels**

Staffing levels for the customer exit plazas are determined by exiting traffic volume. All cashiered lanes are staffed during peak hours of operation. In order to provide the best possible service to customers exiting the facility, management staff maintains constant communication with DEN Parking Administration field representatives to ensure the highest level of customer service is provided to the parking patrons at all times.

All entry and exit equipment are equipped with intercoms systems that feed in to the contractor parking office, staffed 24 hours per day. This affords customers the opportunity to request assistance with their transactions, request information and notify the parking operator of any unusual or suspicious activity. In addition to the intercom system, personnel are positioned strategically throughout the parking facility to provide assistance.

### **Secure Credit Card Transactions**

MasterCard, Visa, American Express and Discover credit cards are acceptable forms of payment. All credit card transactions comply with Payment Card Industry and Cardholder Information Security Program regulations. The Xerox revenue control system is designed in a way to limit the handling of customer credit cards by employees. This minimizes opportunities for fraudulent activity on the part of any parking operations personnel.

The Xerox revenue control system is fully integrated and will only allow use of a credit card for the exact amount due per exiting transaction. This process alleviates the opportunity for fraudulent activity through the revenue control system.

### **CASH HANDLING**

Upon reporting to work, cashiers are issued a change bank, generally \$200. The cashier will begin and end his or her own shift by using an identifying number (ID) and secret code. The cashier will perform a "Partial End of Shift" to allow another cashier (relief cashier) to work that lane during breaks. For security and safety, the Supervisor will collect the bank and deposit all

funds into the safe drop from the cashier before they leave for break. The relief cashier will operate with his or her own cash funds and ID number for accountability.

Drop safes in each booth will be used to hold excessive cash, with a maximum of \$300 to be kept in the cash drawer. Cashiers will make cash deposits at regular intervals and in accordance with the procedures described in the Operations Manual.

At the end of the cashier shift, the Supervisor will print an end of shift report that identifies the cashier/date/time/shift/lane and indicates the dollar amount and number of transactions for regular and non-regular (exception) transaction types.

Regular transactions, credit card transactions and validation tickets are to be kept separate in individual bundles. Cashiers are required to keep all tickets in exit sequence (chronological time) order. The tickets and all supporting documentation are placed in work envelopes, labeled, and given to the Finance team.

Cashiers are held accountable for all transactions they process. Keeping a running tally of tickets, having unprocessed tickets and customer register receipts are all violations of cashier procedures. Any unaccountable shortage will be the responsibility of the cashier once it is assessed.

Cashier accuracy is necessary for maximum standard performance in completing ticket transactions and cash handling. The following requirements include minimum standards upon which cashier accuracy are based.

### **Shift Audits and Recaps**

Shift audits consist of breaking down tickets and revenue by lot and by type. Revenue tickets are counted and all "no-charge" tickets are verified and categorized. **The audit team performs a 100% audit of all exception transactions.** The CT shift report is then cross checked against the cashier's revenue activity for a given shift to ensure the proper collection of all revenue.

### **Safe and Secure Cash Transport**

All cash handling and transporting of revenues within the facility are done under escort. The closed circuit television system installed adds additional security, safeguarding the City of Denver's revenue. Funds are transported to the finance department and prepared for deposit into the City of Denver's account.

## **VEHICLE INVENTORY**

Vehicle Inventory is an integral component of the Revenue Control System currently in place at DEN. The process of License Plate Inventory (LPI) is used to prevent the loss of revenue due to lost and swapped tickets, calculate fees for lost tickets, identifying abandoned and stolen vehicles and to assist customers with locating vehicles.

In addition, the License Plate Inventory system (LPI) enables the parking operator to offer an additional service to the parking patrons. A nightly inventory is taken by LPI personnel of all vehicles parked overnight in the parking facility. Data collected includes the date of appearance and exact location within the parking facility. This information enables the parking operator to quickly locate any customer's vehicle if the license plate of the vehicle is known.

The LPI supervisor, once all of the data is collected, downloads the data into the inventory database which is made available to the contractor's personnel for customer assistance.

Although not by design, this system is not only an asset in regards to customer service, it can also be used to evaluate the accuracy of the License Plate Recognition System and the Parking Revenue Control System. The LPI can be used to confirm overnight space availability and confirm individual vehicle entry into the parking facility.

Other uses of the LPI include confirming individual vehicle duration of stay and verification of daily activity when compared against the parking revenue control system generated reports.

### **License Plate Inventory Procedures**

The inventory agent is responsible for inventorying all vehicles parked in the lots overnight. The inventory agent must be aware of every lot and how each lot is inventoried and must be familiar with all parking facilities to conduct accurate inventory. The License Plate Inventory process serves as the foundation for a facility's revenue control and security effectiveness. For successful inventory to occur, the agent must perform the following functions:

- ✦ The inventory agent must review the bulletin board in the LPI Office for important information on a nightly basis. The agent will then receive his or her work assignment from the Supervisor and begin the inventory process.
- ✦ The inventory agent must report for work on time every night and sign out an inventory advice that will be used during their shift. The start time for vehicle inventory is 0000 hours.
- ✦ The LPI Supervisor will post the work assignment sheet every night indicating which area each agent is assigned. Each agent is responsible for completing all areas assigned by the Supervisor.
- ✦ When finished completing their assignment, each agent returns to parking base and provides the Supervisor with their handheld unit. The Supervisor then uploads each unit's inventory into the system, and performs corrections to vehicle locations if any are necessary.
- ✦ Agents are to check with their manager Supervisor for final instructions before ending shift.

### **VALET PARKING OPERATIONS**

**SP+** has decades of experience in the successful implementation and operation of valet parking programs, many of which are highlighted in the experience section of our proposal. Perhaps the best example of our ability to deliver first class valet services at a large hub airport is our operation at Chicago O'Hare International Airport. **SP+** initiated the service at O'Hare in 1998 and averaged just over 20,000 cars during the first twelve months of operation. We operate curbside valet parking at more airports than any other operator, including at large hub airports similar in scope to DEN, such as Cleveland Hopkins International, George Bush Houston Intercontinental, Miami International, Fort Lauderdale-Hollywood International and San Francisco International Airports.

At **SP+** we are driven to exceed the expectations of our customers who use our valet services and it is this commitment that has led to the ongoing development of unique customer service

amenities, such as car wash services and the dry clean service that **SP+** proposed earlier in 2016.

**Facility Operations**

The valet parking operations at DEN will be manned at all times 24 hours a day, 365 days a year. Valet agent operations consist of two distinct processes: the customer arrival/drop off process and the customer pick up/vehicle retrieval process.

**Customer Arrival**

Every passenger utilizing the valet will be pleasantly greeted upon entry by a Valet attendant. Upon arrival, the attendant will assist the customer with his or her luggage and begin completing the customer’s claim ticket. The attendant also conducts what is known as a pre-existing damage check to note any damage to the vehicle prior to taking possession.

Once completed, the valet agent advises the customer on the return procedures and issues a receipt to be used to claim the vehicle upon return. This process is cross-referenced in an arrival log kept in the valet booth. Once the customer has departed from the valet drop-off area, the valet attendant then queues the car for departure and attaches the vehicle identification portion of the ticket to the customer’s rear view mirror or dash board. The remaining ticket segment is attached to the customer’s keys.

The valet attendant delivers the vehicle to the designated vehicle storage area. Upon delivery of the car to the storage area, the attendant parks the vehicle in a designated spot and records the location on the passenger claim ticket. The ticket and keys are then delivered to the valet kiosk and placed on the key boards. After each shift, the attendant performs a reconciliation of keys of all stored vehicles, ensuring that each car is accounted for when turning over to another shift.

**Vehicle Retrieval Process**

Upon arrival at the valet booth the passenger will present their claim ticket to the cashier. The passenger’s ticket is processed through the PRCS system with payment accepted by cash, credit card, or check. Once payment has been received, the attendant issues a receipt to the customer. This advises the attendant that payment was received. The attendant thanks the customer and escorts them to their vehicle location in the designated valet area. Once there with the passenger the attendant opens trunk/doors as required and assists the passenger with luggage. The attendant utilizes the passenger’s last name, thanks them once again for utilizing the service and completes the transaction by using the gate clicker to open the gate for the customer and returning the claim stub to the valet office.



**Auditing and Quality Assurance**

Our corporate office will provide additional audit support from our compliance department to ensure the operations are running according to expectations. This will allow us to calculate every ticket and every dollar collected by every cashier and valet attendant. This operational oversight will work in conjunction with the day to day operational audits ensuring the full

collection of revenue at all times. Operational audits are conducted arbitrarily; no individual but the company President and the Compliance Administrator are aware of the audit schedule.

### **Valet Attendant Appearance**

All valet personnel are issued uniforms furnished by the City and County of Denver. Personnel must be in full uniform at all times and compliance is monitored by the valet supervisory staff.

## **JOB DESCRIPTIONS**

### ***Valet Manager***

This position serves as the primary point of contact for all daily administrative and operational issues (on duty during *customary* airport business hours of operation). The valet manager is accountable for the quality control of this portion of the operation and is responsible for recruitment, hiring, orientation and training, scheduling, reporting, safety, security, employee relations, records management, system planning, management and control. The valet manager is on-call and accessible via cell phone 24/7 and will be on site during critical operational times and special conditions.

### ***Valet Supervisors***

Valet supervisors are qualified and experienced employees whose primary function is to oversee the attendant staff in maintaining operational standards and are in charge of shift operations. The valet supervisor positions are scheduled on varying shifts throughout the day and evening hours (including weekends). Our proposed staffing plan includes one valet Supervisor 24/7 for each location.

### ***Valet Attendants***

Valet attendants are primarily responsible for providing the safe and efficient delivery of customer vehicles. Valet attendants are also trained to perform cashiering functions, key security, customer greeting and luggage assistance. valet attendants serving as cashiers are responsible for the accurate collection of parking tickets and fees from patrons, completing shift reports and practicing our customer service standards with each and every customer.

### **Staffing Levels**

**SP+** will provide all resources necessary to ensure management requirements and staffing levels are maintained at all times.

Using a mix of full time and part time personnel, along with a crew of part time, on-call employees, **SP+** will provide the operation with the necessary staffing depth to accommodate vacations, holidays, open shifts, and peak periods throughout the year. As shifts become available, we will fill open shifts with part time employees. During peak periods, temporary shifts will be added to the regular staffing schedules. Those temporary shifts will also be filled by the part time employees. Once the peak period has passed, the temporary shifts will be eliminated and the part time/on call employees will revert back to their normal schedules.

## PERSONNEL HIRING

In order to be a team member with **SP+**, an individual must undergo a rigorous series of pre-employment screening. After the initial screening of applicants, qualified individuals will be requested to engage in our pre-employment evaluation testing, which evaluates applicants' Risk Factors, Job Potential Factors, and Integrity. After the test results are compiled, a notification is sent to Human Resources manager indicating whether or not the applicant is a good fit for the company and job function.

### **Driver License Verification and Driving Test**

A Motor Vehicle Record (MVR) is obtained annually for all employees who operate vehicles (including valet attendants and supervisors). When reviewing the MVR, the human resources manager will be evaluating it for accidents, traffic violations, license suspensions or revocations. Any infraction on an employee's MVR will be discussed with the employee. Employees will be made aware that if they fail to maintain a suitable driving record they will be restricted from driving. Additionally, a comprehensive driving test is facilitated to ensure the applicant has the necessary skills to safely operate customer vehicles.

### **Customer Service Training**

All employees are required to successfully complete **SP+** University on-boarding and customer service training prior to starting work. The International Parking Institute is an additional resource utilized for staff customer service training programs for new and existing employees.

Through this training attendants learn how to become active listeners, understand nonverbal behaviors and specific communication techniques all tailored to the parking industry.

### **Criminal Background Checks**

**SP+** contracts with nationally recognized background information provider, an outside criminal background service, to perform background checks (including criminal record searches, credit history, motor vehicle records searches, education verification, employment verification and drug screening) on all prospective entry level and management candidates.

**SP+ will provide the following checks for each employee:**

#### **Non-Management Candidates**

- + Criminal record
- + Motor vehicle record

#### **Management and Supervisory Candidates**

- + Criminal record

- + Credit history
- + Motor vehicle record (if position could involve driving)
- + Education verification
- + Employment history verification

### ***Pre-Employment Drug Tests***

**SP+** requires pre-employment drug testing of all candidates as the final step in the hiring process. All tests consist of a standard 5-panel drug screen. This gives us a comprehensive report in order for our management group to make a sound decision on the applicant.

### ***Employee Benefits Program***

**SP+** believes that providing a comprehensive benefits package that includes medical, dental, life and long term disability insurance, short term disability, paid vacation and sick days, and a 401k savings plan, aids in **quality employee** recruitment and retention.

### **Describe Plan to Track and Minimize Claims**

**SP+** will utilize its Risk Management Information System (RMIS) to track all claims of damage to vehicles and/or passengers. All vehicles entered into the system are identified by tag information along with the appropriate Vehicle Identification Number (VIN). This helps the **SP+** Claims department gauge the validity of each claim, as well as monitor any potential fraudulent claims. Prior to accepting a vehicle into our possession, a comprehensive pre-existing damage check is conducted and noted on the vehicle claim ticket. Additionally, the passenger will be advised of the damage prior to leaving the staging area. This ensures we take no liability for preexisting damage to the vehicle and that the customer is aware of the damage prior to them leaving the valet area

## **REVENUE, COLLECTIONS AND CONTROL**

Revenue control begins at each location through an extensive series of policies and procedures that allow **SP+** to efficiently collect and manage over \$2.5 billion in parking revenue each year. Over sixty years of parking experience at some of the largest revenue generating facilities across the country has given **SP+** the expertise to develop sound and proven collection and auditing procedures.

When you hire a company to manage an airport parking operation the size of Denver International Airport, it is extremely important that the accounting, auditing and overall information systems are up to the task. Our responsibility for revenue control begins when the customer enters the facility. From this point we ensure a continuous chain of accountability for proper processing and recording of revenue from the facility level to corporate accounting and final verification of bank deposits. At **SP+**, our industry leading, award-winning systems assure our clients that their revenue is accounted for and monitored on a daily basis.

**SP+**'s computer-based accounting system integrates revenue, payroll, accounts payable, property management, contract management and client reporting. In short, our network serves as a key resource for field and corporate management in the monitoring and reporting of all client parking activity. The **SP+** field management staff is supported by much more than just information systems. Highly qualified corporate professionals with expertise in the areas of

accounting, human resources, legal and other key disciplines play a key role in the support of our field personnel.

Each client is assigned a personal, **airport dedicated**, accountant who works in concert with field personnel to prepare all financial statements and to ensure all revenue and expenses are reported accurately. Parking transaction activity is entered daily into **SP+**'s information network at the local office level. The accounting professionals at **SP+** have the ability to review, compare and audit the daily transaction activity of any field office or specific location. This additional level of corporate audit capability is another benefit of **SP+**'s advanced information systems technology.

### **Internal Controls**

Daily parking activity is monitored through a series of checks and balances designed to ensure accurate recording of all transactions. While the advanced systems available today provide us with significant tools to work with, the systems must be properly administered and procedures must be employed to ensure proper system monitoring and cash handling associated with day-to-day operations.

Many of the procedures and reports **SP+** employs at DEN are described below. Operations, Finance, Accounting and Audit are responsible for collecting and accounting for the parking revenue. The Operations Department collects and reconciles revenue when first received and the monies are forwarded to the Finance Department. The Finance Department is responsible for securing revenue accurately and thoroughly until deposited and works in conjunction with the Audit team to report all revenue.

The Audit Department ensures all credit card revenue that is captured in PRCS is collected by the credit card processor on a daily basis. All discrepancies are researched and resolved. The revenue is reconciled by utilizing the Daily Cash Summary, PRCS credit card reports and Paymentech Reports. The Audit Department then reconciles credit card deposits with the bank statements. The Audit Department will audit 100% of exceptions processed. This includes all lost tickets, non-revenue transactions, cancel and back-out transactions

The License Plate Recognition (LPR) System allows DEN parking staff to match entry and exit transaction information with a vehicle's license plate number. Cameras positioned at entry lanes capture an image of the vehicle's license plate and then store the image, along with the transaction data and the license plate number obtained from the image, in the LPR database. At exit, cameras capture the vehicle's license plate again. The LPR system then attempts to match the exit license plate data with entry license plate data stored in the LPR database. If the match is successful, the fee due at exit is based on the information from the LPR database associated with that vehicle.

### **Shift Audits and Recaps**

Shift audits consist of breaking down tickets and revenue by lot and by type. Revenue tickets are counted and all "no-charge" tickets are verified and categorized. The audit team performs a 100% audit of all exception transactions.

The CT shift report is then cross checked against the cashier's revenue activity for a given shift to ensure the proper collection of all revenue.

- + Individual cashier shift reports
- + CT Shift Reports

- + Transaction Report
- + Daily Deposit Sheet
- + Daily Summary Sheet

### **Bank Deposits**

All deposits are transported to the City of Denver's preferred banking institution via armored car service 365 days per year

### **Credit Card Deposits**

Credit card transactions are handled exclusively through electronic banking. **SP+** shall provide **DEN** a daily report of credit card activity as verified through the reporting capabilities of the credit card processor.

### **Cashier and Supervisor Procedures for Cash Handling**

**SP+** prepares numerous administrative reports utilized for the reporting of revenues and statistical parking information at its airport operations. Reports are compiled at the location by shift, by day, by week and by month. Daily information is updated continuously to generate monthly and year-to-date revenue and ticket summaries.

An individual "CT Shift Report" is printed at the end of each shift. The report summarizes all activity in a given lane during a cashier's shift, and is attached to the cashier lane report.

Once the Lane Report is printed, the fee computer is "cleared" to begin the next day's activity. *Note:* a Lane Report must be pulled at the end of each day or activity will continue onto the next day's totals.

The "Daily Master" report is used to combine all cashier shift reports for a 24-hour period and summarize revenue and tickets for each lot. The Master report summarizes the beginning and ending ticket numbers by lane (pulled at the end of each day) and beginning and ending audit totals for transactions and revenues collected. Information to complete the Daily Master report is pulled from Cashier Shift Reports, Cashier Reports and Lane Activity reports.

The Daily Master report is also used to record adjustments, break down tickets and revenue by type and calculate ticket and revenue overages and shortages. Information on the completed Master Report is then transferred to the "Daily Revenue Summary" report.

The "Daily Revenue and Deposit Summary" Report, or PT-70, summarizes the daily activity recorded on the Daily Master report for each lot. Information recorded on the PT-70 includes: revenue and tickets collected by type, deposit amount and vehicle counts and calculations. Information reported on the PT-70 is entered by day into **SP+**'s AS 400 system. The information recorded on the Daily Revenue and Deposit Summary Report and entered into the AS 400 system is then "rolled-up" into a monthly report provided to the our airport clients along with the monthly financial statements.

### **Nightly Closeout and Cash Counting Procedures**

**SP+** reports parking activity and prepares separate deposits for each 24-hour period. At virtual midnight, we close out all cashier shifts, the system resets, we complete a vehicle count and record ending ticket numbers, and a new reporting day begins.

Individual cashier drops and deposits are combined and recounted in the parking office by **SP+** staff each day and deposits are prepared. The deposits represent all monies collected within the

previous 24-hour period. Each deposit with corresponding slip is sealed in a separate deposit bag and picked up for delivery to the bank by an armored car service.

**No Charge, Validated and Exception Transactions**

All non-standard transactions must be pre-approved in writing by the airport. Prior to transition, **SP+** will review all approved programs and incorporate procedures for handling these transactions into our employee handbook and on-site operations manual. All non-standard transactions would be separated by shift and each ticket audited to ensure proper information and identification is contained on the ticket

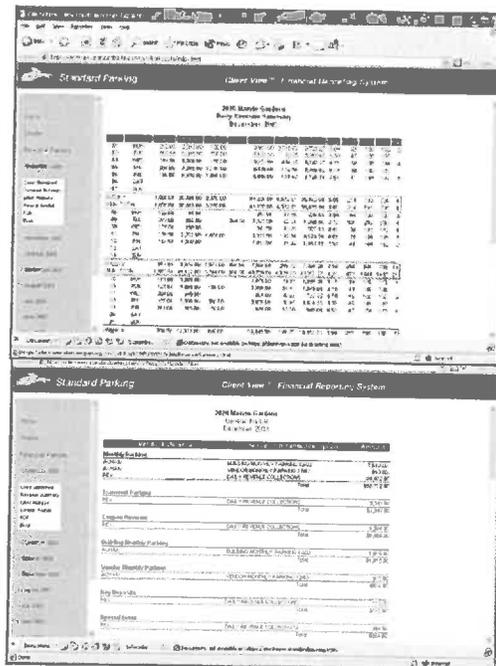
**Lost Ticket Procedures**

Any customer losing his or her ticket is required to complete a lost ticket form designed to provide specific identification and other information for verification and audit purposes. The license plate of the vehicle is recorded and checked against the license plate information recorded in the LPI system to determine the exact entrance time for fee calculation. **SP+** prefers to use a color-coded lost ticket form for easy identification by our audit staff. This is helpful in sorting all lost tickets for review by management.

**FINANCIAL REPORTING, ACCOUNTING AND AUDITING**

**SP+** will furnish a “Certified Monthly Statement” to the Airport in accordance with requirements stated within the RFP. The statement will summarize all contractor expenditures incurred in the previous month and will include the budgeted amounts and variances between the actual and budgeted expenses for each personnel department separately and combined as a total. The Monthly Statement will also include the following reports in both printed and electronic file format:

- + Copies of original invoices and all required backup
- + Payroll records
- + Copies of paid checks supporting requested reimbursable expenses
- + Budget Variance Report
- + General Ledger detailing revenues and expenses incurred
- + Petty Cash Receipts



Taking full advantage of advances in technology and information systems, **SP+** offers its clients on-line access to operating statements through a secure web-site. Our “ClientView” program allows the client to view the revenue expense history of their facility each month and provides a variety of reports and analysis that serve as useful tools in forecasting, budgeting and planning.

**SP+** offers the Airport staff access to our “ClientView” program at no cost to the Authority.

Client View<sup>sm</sup>, our fully-secured Internet-based system, gives clients the flexibility and convenience to access and download monthly financials and detailed backup reports, including:

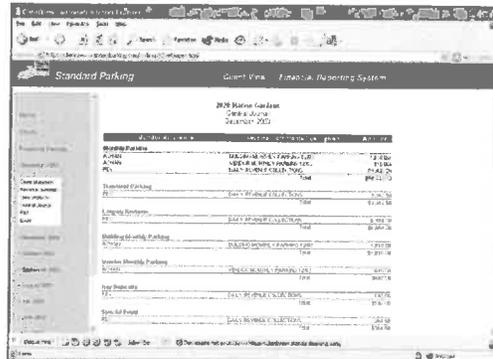
**Statement of Revenue and Expense**

**Labor Analysis Report**

- Employee Name
- Pay Date
- Hours Worked
- Total Earnings (regular and O.T.)
- Employer Payroll Taxes
- Workers Compensation Cost

**Revenue Summary Report**

- Revenue Data by Day
- All Revenue Types
- Sales Tax Data
- Average Ticket Data
- Tickets Issued
- Tickets Collected
- Weekly and Monthly Summaries



**General Journal Report (detail that supports Statement of Revenue and Expense)**

- General Ledger Reference
- Vendor Reference
- Invoice Number

**13-Month Trend Analysis**

The system also provides line item drill down capability (general ledger detail, vendor reference and scanned image of invoices), rolling 24-month historical data and the ability to convert reports to Microsoft Excel files.

**Capability of Operating the Revenue Control System and Knowledge of Operating Procedures**

Having been a leader and innovator in the airport parking industry for over sixty years, **SP+** has experience with all major revenue control hardware and software configurations in use across the country. In fact, we pioneered the first automated lane in cooperation with Amano more than twenty years ago and have since installed more automation at airports than any other operator. Our ongoing relationships with leading manufacturers have allowed **SP+** to continue to innovate and influence many of the revenue control options commonly used to track and report revenues and transactions in airports today. **SP+** currently manages 6 airport parking operations utilizing the Xerox PRCS revenue control system, including:

- + Hartsfield-Jackson Atlanta International Airport
- + Denver International Airport

- + Detroit Metropolitan Wayne County Airport
- + Harrisburg International Airport
- + Louis Armstrong New Orleans International Airport
- + Miami International Airport

### **The Xerox Software System**

The Xerox software provides total access and management of parking and revenue control data utilizing built-in tools for managing cashier stations, alarms, counter activities, reports and cardholder data. The system manages the information and makes it accessible to management and audit personnel through user workstations.

The Xerox software collects information from the parking hardware providing essential information to the operator and allowing management personnel to control the parking facilities and perform the following functions:

- + Generate reports
- + Control parking equipment remotely
- + View and manage activities related to alarms

Although the system has numerous reports designed to provide management and audit with transparency over all transactions and data, a few main reports are used:

#### ***Daily Lane Activity Report***

The daily lane activity report summarizes the daily activity in each lane in the operation. This report lists all shifts per lane, transaction activity per shift, and the amount of cash and credit revenue recorded on each shift. This report is then compared to the daily actual's for each shift and lane, with any identified discrepancies noted and investigated.

#### ***Daily Revenue and Deposit Summary***

The report lists the cash and credit totals by lot that the master clerk enters from the cashier lane reports. This report serves as a sum up of the cash deposit summary report.

#### ***Cash Deposit Summary Report***

*The cash deposit summary report displays the revenue is entered by the master clerk from the cashier lane reports, and flags any discrepancies between what PRCS shows for revenue and what the cashier is reporting. This report also includes a summary of promissory notes and disputed transactions, if any.*

#### ***Cashier Shift Report***

The cashier shift report contains all exception transactions and individual totals for a given cashier shift.

#### ***Monthly Gross Transient Revenue Report***

The Monthly Gross Transient Revenue Report provides a summary of activity by lot for each day of a given month.

#### ***Daily Non-Revenue Report***

The daily non-revenue report contains all non-revenue badge transactions, one-time use badge transactions and void transactions including the original fee amount.

**LPI Activity Report**

The LPI activity report contains any activity for a specified day including disappeared vehicles.

**LPI Correction Report**

The LPI correction report contains any correction for a specified day.

**LPI Disappeared Vehicle Report**

The LPI Disappeared Vehicle Report list all vehicles that existed in LPI earlier and subsequently not found in the next LPI upload although the vehicle has not exited. The Report also shows the date seen and the last date seen.

**LPR AND VEHICLE INVENTORY TO PREVENT EMPLOYEE AND CUSTOMER THEFT**

License Plate Recognition (LPR) is an integral component of the Revenue Control System currently in place at Denver International Airport. LPR is the image-processing technology used to identify vehicles by their license plates. The system uses infra-red cameras to take the image of the rear of the vehicle and the plate information is extracted using image processing software. License plate information is captured for each vehicle at entrance and again at exit.



Upon removal of the media (ticket or credit card), the Entry Terminal signals the gate to open. The vehicle activation of the gate loop causes the LPR system to begin image recording. The loss of the vehicle detection on the gate loop disables the image recording. During the image capture process the LPR system digitizes several images of the vehicle's rear, selects the optimal image, reads the license plate and determines a confidence factor for each license plate read.



The LPR module communicates with the lane logic module to exchange transaction information. On completion of this exchange, the full entry information comprised of ticket entry date and time, the entry lane number, the rate code, the ticket sequence number, the optimal image selected by the LPR software and the confidence factor associated with the license plate read, are sent to the Central System. These pieces are automatically entered into the LPR database, provided the confidence factor associated with the license plate read meets the pre-set threshold.

If the LPR read is not successful, the LPR system is programmed to request a "Review" of the image at an Image Review Workstation located in the contractor parking office. The workstation displays the image captured at entrance and prompts the clerk to confirm or re-key the license plate of the vehicle. To help the review process, the clerk can request additional images of the vehicle.

As with the entry lane, LPR is activated by the activation of an exit loop. Once the ticket is inserted into the reader, the following ticket data is extracted: ticket date/time, entry lane number, entry rate code, and entry sequence number. At the same time, the exit LPR subsystem captures images of the license plate on the exiting vehicle. Both the ticket data and

license image is then sent to the Central System. Upon receiving this information, the Central System uses the “Search and Match” module of the LPR process and attempts to retrieve a record from the LPR database.

#### ***Successful Match at Exit***

If a database record can be retrieved using the ticket data, the LPR module compares the license plate number from the retrieved record to the license plate number obtained from the exiting vehicle. If the plates match, LPR returns a “Match Found” status to the exit lane equipment along with the data retrieved from the LPR database. Upon receiving these pieces of information, the exit terminal proceeds with the fee calculation and the normal steps for processing an exit transaction.

#### ***No Match Found at Exit – LP Mismatch Override***

If the entry plate from the database does not match the exiting plate, the LPR process alerts the Review Workstation and indicates “Plate Mismatch”. If the customer is using the correct ticket and the clerk is able to verify that the entry and exit images are of the same vehicle, the clerk performs an “LP Match Override”. This process informs the equipment to proceed to compute the fee using the ticket data (i.e. entry plate matches exit plate, and entry plate matches ticket recorded at entry).

#### ***No Match Found at Exit – Swapped Ticket***

If the entry plate from the database does not match the exiting plate, the LPR process alerts the Review Workstation and indicates “Plate Mis-Match”. If the customer is using an incorrect ticket and the clerk verifies the entry and exit images are of different vehicles, then the clerk confirms a swapped ticket. If multiple matching records are found using the LPR database search, the clerk is prompted to select the matching image. Once a matching image is selected, a “Switched Ticket” message is sent to the lane equipment and the LPR data is used to compute the fee.

#### ***No Match Found at Exit***

If the entry plate from the database does not match the exiting plate, the LPR process alerts the Review Workstation and indicates “Plate Mismatch”. If the **SP+** supervisor is unable to verify that the entry and exit images are the same vehicle, the transaction is tagged as “No Match Found” and the original ticket data is used to compute the fee.

#### ***Lost Ticket***

As for any exit transaction, the LPR subsystem is activated and images of the rear of the vehicle are captured. After the cashier has depressed the “Lost Ticket” function key, the Cashier Terminal sends an inquiry to the Central System with the “Lost Ticket” Status and vehicle plate image.

Upon receiving the CT inquiry, the LPR module proceeds with the database search using the license plate number as matching criteria. If the LPR module fails to locate a record using the license plate number, it alerts the Review Workstation and indicates the “No Match Found” alarm. The Review Workstation clerk reviews the image obtained from the rear of the exiting vehicle. The clerk keys-in the license plate number read from the image taken from the vehicle, and validates his/her entry. The LPR module attempts to locate a LPR record using the license plate number keyed-in by the review operator.

If multiple matching records are found using the LPR database search, the clerk is prompted to select the correct entry record using the entry image information. If only a single match is found, the employee is then prompted to verify the entry image matches the exit image.

Once a matching record is found, using either the license plate read on exit or the one keyed in by the clerk, a "Match Found" message is sent to the CT along with the ticket data associated with the license plate number. If the LPR cannot identify a record matching the license plate number read at exit or keyed-in by the review clerk, it returns a "No Match Found" to the CT. The data used to compute the fee is then based on customer input. The cashier would then enter the date and time the customer stated they entered and the fee would be computed from this information.

### ***Completing the Transaction***

Regardless of the LPR status, the exit lane computes the transaction fee based on the ticket or information returned by the LPR module. From there, the exit lane proceeds with the normal steps for processing an exit transaction. At the end of the transaction, the exit lane sends an exit transaction record to the Central System. The database is updated with the transaction detail and the LPR database updates the corresponding record and assigns a "Closed" status to the record.

## **CASHIER BANKS**

1. The Finance Department Vault Clerk will issue banks to all cashier personnel coming on shift.
2. The cashier will sign an operating bank receipt and write the date, their name and the booth number and safe key if applicable on the receipt.
3. The cashier will hand the receipt to the Vault Clerk for a \$200 bank.
4. The cashier will count the bank to verify that the amount is correct. Once the funds are verified, they will be placed in a money bag. The bag will be secured before leaving the office.
5. The cashier will be escorted to their assigned area by traffic services.
6. A Supervisor will ring off the cashier from the previous shift only after the replacement cashier has arrived.
7. The supervisor will block off the lane before having the cashier perform a total end of shift.
8. The cashier will end the shift by:
  - a. Selecting the appropriate key sequence on the keyboard.
  - b. When the end of shift is performed correctly, the cash drawer will open.
  - c. The cashier will retrieve all cash and revenue related items from the drawer. The cashier will lift the cash holder compartment area of the drawer to ensure no cash or checks are underneath.

- d. The Supervisor will print the end of shift report from the cashier terminal and will make sure that the report is for the current date, shift and cashier being removed from the booth.
9. All revenue and related items including tickets will be placed in the cashier money bag and the cashier is escorted to the office.
10. When the cashier is next to be counted, he/she will place cash (including coins), checks, pick-up slips and any other revenue related items(i.e. handwritten credits, etc.) along with all shift reports into separate piles. They will also place all exceptions tickets and manual exception sheets on the desk.
11. The Vault employee will proceed to count the revenue starting with cash items, checks, and pickup receipts. The total of these items will be listed in the Total Cash column. When verifying cash, the clerk will ensure that all \$50 and \$100 bills are marked with the counterfeit detection pen and listed on the denomination sheet.
12. The Vault clerk will add the credit card total(s) and add any \$ amounts from the Credits column. This total should equal the total Revenue Amount combined from all end of shift report(s).
13. The Vault clerk will verify all checks (traveler's checks) have the required information listed. The clerk must ensure all revenue matches to the total on the end of shift report.
14. The Vault clerk will list each bill denomination on the back of the underneath the coinciding booth number. The clerk will total the dollar amount and verify that it matches the cash amount listed on the front of the sheet, and put the total number of checks verified and received in the appropriate area on the back of the sheet.
15. The vault clerk will verify any and all exceptions present after verifying all revenue and exceptions the clerk must initial the top of the end of shift report. Failure to do so will result in progressive discipline.
16. If the revenue does not balance, the Vault clerk should count all revenue items again for verification and conduct research with all information available as to the overage or shortage. Explain in detail any information that needs clarification for Auditing purposes.
17. If the cashier is short or over, a receipt must be written to account for the difference. The cashier will be disciplined for shortages identified at ring-off.
18. If any corrections have to be made, place a single line through item to be corrected and initial. Never write over any line items.
19. The cashier must initial in all applicable areas of the ring off sheet.
20. The vault clerk will place all cash, any revenue related items, and all cashier paperwork in a deposit bag. The cashier's revenue and paperwork will be placed in a separate bag and the bag number will be written on a receipt, placed in the bag and the bag will be sealed.

### **Monitoring of Cash Accumulation in Cashier Booths and Express Pay Stations**

Throughout their shift cashiers are required to make frequent drops of their cash drawer. Cashiers are typically not permitted to accumulate more than \$300 in addition to the starting

bank before a drop is made. Amount may be adjusted with appropriate approvals from DEN Parking Administration.

Collecting pick-ups are performed on a non-routine basis throughout a given shift. The Supervisor will go inside the booth and the cashier will count out the amount that they are submitting for pick-up. The Supervisor will then complete the receipt for the pick-up amount and list the time and booth number on the pick-up receipt. The white copy will be given to the cashier and the yellow copy will be attached to the funds retrieved. He/she will then leave the booth, remove the cone and move to the next lane and start the process again. The funds (individually wrapped with yellow copy of the receipt) pick-up report is turned in to Finance where they will be verified. Once balanced, Finance will return the yellow copy of the pick-up record.

- + Cashiers remove all large bills from their drawer, count the money and complete a “drop envelope”, recording the amount of the drop on the drop envelope and their shift report.
- + Money and envelopes are secured in a drop safe (located in the cashier booth) or given directly to a supervisor who secures the drop in the vault room in the main office.
- + Vault clerks collect the drops from the lanes several times throughout a shift. Each time, the clerk counts the money in the presence of the cashier and initials the drop envelope and cashier’s Shift Report. At such time, the money becomes the responsibility of the clerk.

## AUDITING PLAN AND PROCEDURES

In addition to the detailed daily revenue control procedures we perform, including 100% auditing of every ticket and every dollar collected by every cashier, **SP+** provides a significant level of support and operational oversight from regional and corporate offices. **The SP+** supplemental auditing and quality assurance programs include corporate security audits, operations field surveys and mystery shopper program.

**SP+** understands the importance of revenue control and auditing and has invested in an Internal Audit Department comprised of 16 employees located throughout the country responsible for performing field audits, reviewing revenue controls and investigating fraudulent activity. The depth and scope of the **SP+** auditing program with dedicated staff and comprehensive evaluation criteria is unmatched in the industry and serves as an important distinction between **SP+** and its industry competitors.

The audit plan is the specific guideline to be followed when conducting an internal audit. Internal audits are conducted by the Internal Audit manager. The audit plan usually consists of the following phases: planning fieldwork, follow-up meeting and a remedial audit. On a yearly basis, the internal auditor manager meets with the General Manager to review audit findings, operational deficiencies, and plans for improvement.

The fieldwork phase may include a visual assessment of the operation and conducting observations of the company’s processes and functions, interviewing employees who handle critical information and testing the company’s audit sample against company guidelines. The testing phase determines if any irregularities exist. The audit plan usually lists a specific order for the fieldwork to be completed. This allows auditors to work in a logical manner and not skip

any essential processes that should be included in the audit. Once the audit is completed, the auditor will prepare a final report for the General Manager, Morgan Leslie.

The audit plan also includes a follow up management meeting where the Audit Manager discusses any material weakness found in the company's process. Other errors or irregularities are also discussed to inform the General Manager about the effectiveness of their internal controls. If a division fails the initial audit, they may be subject to a remedial audit. Remedial audits are secondary audits that are normally performed if the company failed the initial audit. The audit plan usually requires the Audit Manager to go back and review the specific functions where the company failed during the initial audit. If corrective measures have been taken to eliminate the initial errors, auditors usually sign off on these corrective measures and issue an updated audit report.

### **Parking Operation Review (POR)**

**SP+**'s Regional Vice President, John D. Conway performs a minimum of four (4) Parking Operations Reviews (POR's), previously known as the Control Self Assessment (CSA), each year with the assistance of the onsite General Manager. Each assessment involves touring the location and completing a structured review of operations utilizing a format similar to that used by the Corporate Security staff. The Regional Manager and General Manager audit and evaluate each aspect of the operation and prepare a detailed report of their findings.

The Parking Operations Review requires considerable interaction between the Regional Manager, General Manager and our staff at the airport parking operation. This 'hands-on' approach is used as much for training and motivation as it is for measurement and evaluation. The Regional Manager learns the intricacies of the operation and obtains valuable feedback from the employees responsible for the day-to-day operations.

The frequent location visits by the Regional Manager also provides an opportunity for communication and interaction with airport staff. **SP+** recognizes the importance of understanding the needs and concerns of the Airport. We work hard at being attentive to those needs and providing new ideas and suggestions for improvements.

### **Mystery Shopper Program**

**SP+** also contracts with an independent firm to perform "Mystery Shopping" at DEN. The mystery shoppers follow the pattern of a normal parking customer and are instructed to observe specific operational procedures and employee behaviors. Immediately upon exiting the facility, the mystery shopper completes a series of questions designed to determine if customer service and revenue control procedures were followed according to Company standards.

The frequency of mystery shopping varies by location and is typically scheduled by the Regional Manager in cooperation with the Airport staff. The mystery shopping is occasionally directed at a specific employee suspected of improper behavior.

### **Credit Card Reconciliation**

With credit card transactions accounting for more than half of all parking revenues at most airports, we are pleased to be able to provide our clients with the most stringent controls and more customer service options than anyone else in the industry. **SP+** accepts credit cards at every airport parking facility we manage, processing and reconciling millions of dollars in credit card revenues each month.

## PCI Compliance

As part of an effort to ensure the security of customer credit card information throughout our organization, **SP+**'s internal audit department has created specific policies and procedures related to Payment Card Industry (PCI) compliance. Those policies and procedures are included as part of our internal audit program and our auditors along with our regional management staff check for PCI compliance at every location. The policies and procedures are as follows:

Credit card information is regulated by the Payment Card Industry (PCI) Data Security Standard (DSS). This PCI DSS is a set of data security requirements that applies to all employees, merchants, vendors, service providers, contractors and business partners who store, process or transmit sensitive cardholder data as well as to all system components included in or connected to the cardholder data environment.

**SP+** has adopted a comprehensive policy to ensure company-wide compliance with all 12 requirements of the PCI DSS. Because the corporate network environment may be different than the field locations and regional office environments as it relates to storing, processing and/or transmitting cardholder data, the Company has developed a specific policy to address compliance requirements at our field locations and regional offices. All current **SP+** DEN Parking staff receive annual PCI-DSS refresher training as part of DEN's commitment to compliance with current standards.

## FINANCIAL AND ACCOUNTING PROCEDURES AND CONTROLS

**Describe proposed internal reporting, budgeting, accounting and auditing procedures. Include procedures, reviewing frequencies, positions involved, internal and external report forms, and data collection and storage procedures. Describe the controls around the collection of cash and how the Proponent will handle cash collection.**

As the current parking operator at DEN, **SP+** has implemented financial and accounting procedures and controls that are specific to the operation and the audit requirements of both the City and County of Denver and DEN Parking Administration. In addition to the information below, please see **Revenue, Collections and Controls** in this Section for further details that relate to our fiscal procedures and controls.

Every level involved in the collection of parking revenue and reporting requires separation of duties with a variety of points for verification and oversight by the parking operator. All cash is subject to dual verification, is secured and is accounted for at each point of transfer. The reports generated by the Parking Revenue Control System are utilized to verify and reconcile all revenue and transactions generated from the cashier and automated lanes. The system produces daily and monthly reports, including revenue breakdown by lot, payment method (cash or credit), transactions, and other reports, for reconciliation purposes.

The Audit team, under the direction of the Finance manager, balances and reconciles revenue and transactions reported by the Parking Revenue Control System; prepares deposits for pickup and delivery to the bank by the armored car service, completes reports on a daily and monthly basis and verifies bank deposits to reports. Multi-level verification throughout this process is performed. After the parking revenue and transactions from the various lots are reconciled, a daily report is generated by Audit detailing the credit card revenue by lanes. This report is forwarded to the Audit Department. All discrepancies/exceptions are researched and findings documented on the daily master report.

The Finance team, under the direction of the Finance Manager, reconciles credit card payments to the bank by the credit card processor – daily and monthly. This process accounts for all discount fees, adjustments, bank fees, chargebacks, and chargeback reversals to determine the net credit card deposits into CCD's bank account.

Daily financial reporting of parking revenue and expenses are produced as documents for submittal to DEN Parking Administration and includes detailed reconciliations using the reports outlined above.

### **Budgeting**

Expenses incurred in the parking operation are tightly controlled through a similar multi-level process. All expenses are forwarded to the local Accounts Payable Department for processing and to the Corporate Accounting Department for payment, tracking and reporting to the airport client. Expenses are identified by specific budget code numbers. The parking operation periodically reports each expense, grouped by budget code, with the parking operator's request for reimbursement. Expenses are summarized monthly and reported to DEN via the monthly billing statement.

### **Report Storage Procedures**

Daily reports are boxed and taken to nearby off- site storage facilities where they are retained according to the City and County of Denver's document retention policies.

## **COMMUNICATIONS WITH DEN PARKING ADMINISTRATION**

During normal and emergency operations, communications between the local **SP+** staff and DEN Parking Administration is typically filtered through **SP+**'s onsite General Manager, Morgan Leslie. All requests, issues and incidents of any nature that occur throughout the operation will be brought to the attention of **SP+**'s General Manager by the managers and supervisors who are responsible for each facet of the operation. The General Manager will, in turn, immediately relay the required information to the DEN contract administrator. Depending on the situation, the General Manager will also present the information in writing if so requested or required.

During non-business hours, **SP+** will identify one of several Assistant General Managers or Managers on Duty as the individual responsible for the overall operations in the General Manager's absence. The Assistant General Manager will be given full authority to make operational decisions and to communicate with DEN Parking Administration representatives. Please see the contact information related to **SP+**'s offices in both Cleveland and Chicago below:

#### **SP+ Airport Services**

1301 East Ninth Street  
Suite 1050  
Cleveland, Ohio 44114  
TEL (216) 522-0700  
FAX (216) 523-8080

#### **SP Plus Corporation**

200 East Randolph Street  
Suite 7700  
Chicago, Illinois 60601  
TEL (312) 274-2000  
FAX (312) 640-6182

## CORPORATE SUPPORT

In addition to our Airport Services Division in Cleveland, we are also supported by **SP+** Corporation's Support Office in Chicago, Illinois where over 100 executive, management and administrative personnel support our airport division with human resources, procurement, recruiting and training programs, marketing, legal, technology, accounting and an independent audit team. The following individuals at our corporate offices have made significant contributions to our local operation at DEN over the past 8 years

### ***Brett Harvey – Vice President, Employment Attorney***

Brett is responsible for labor relations for the company with a particular focus on unionized locations and collective bargaining agreements. Brett has worked in service to the DEN parking operations on general labor issues as well as arbitrations and mediations with union employees, creating a financial savings for all parties. He has also negotiated specific contractual terms with the union and we anticipate that Brett will play a prominent role in upcoming contract negotiations.

### ***Libby Redmon - Vice President, Human Resources***

Libby's primary responsibilities are oversight of the Benefits, Compensation and Employee Relations functions within **SP+** Corporation. She leads a team that has developed the required benefits program and has worked effectively with Operations management and our vendors to provide cost-effective benefits consistent with the union agreement. Libby also provides support to airport management on various employment matters to mitigate risk of employment charges.

### ***Mike Sinno - Director, Training and Development***

Mike has worked extensively to combine the benefits of online learning with the power of face-to-face interaction to customize coursework to fit the specific needs DEN parking employees as it relates to the needs of the operation. The solid infrastructure of **SP+** University gives the Training Team the flexibility to deliver necessary training and analyze the skill set of all employees so that we may continue to deliver individualized training support.

### ***Tim Nickerson - Vice President, Risk Management***

Tim is responsible for the overall management of the company's insurance programs for property, casualty and management liability as well as the company's surety program. He is also responsible for managing the Risk Management staff, which includes a team of 14 Risk and Safety professionals. Tim and his staff have worked with our local management team in DEN to stress the importance of safety in the workplace from how we drive our vehicles to how we clean the parking facilities with the goal of keeping customers and employee's safe and minimizing the risk in the operation.

### ***Safety and Loss Control Team***

Maureen Vanderbilt was responsible for designing and implementing company-wide loss control policies, procedures and best practices, while assisting locations in analyzing location specific losses and determining ways to reduce losses while keeping employees and customers safe. At DEN, Maureen has assisted the location with staying in line with current and proposed OSHA standards and ensuring motor vehicle records checks are conducted annually for all employees that are tasked with driving duties. On an annual basis she visits the location, reviews and discusses bodily injury and vehicle damage claims with management and reviews safety training and communication documentation.

### ***Finance, Accounting and Internal Audit Departments***

**SP+**'s finance, accounting and internal audit departments are structured to ensure the revenue generated by our parking operations is collected, protected, reported and delivered to our clients in accordance with the strictest and most reliable standard. These departments perform a wide array of functions including:

- + Financial Reporting
- + Sarbanes-Oxley Compliance
- + Credit Card Processing and PCI Compliance
- + Corporate Security Audit
- + Filing and Remittance of Taxes

### ***Human Resources Department -Excellence in Employee Management and Motivation***

**SP+**'s mission is to consistently exceed the objectives of our clients. Our value proposition is centered on our ability to deliver:

- + operational excellence - including revenue maximization; efficient facility management with unparalleled controls; minimization of business risks for our client's customers and employees alike;
- + the ultimate customer experience through a customer centric culture; and
- + ongoing innovation and idea generation.... with solutions tailored to each client's needs

We believe our ability to deliver is largely a function of the way we select, train, motivate, and manage our workforce. It starts with stringent selection guidelines and unsurpassed commitment to training and development in the key areas that make the difference for our clients as well as our ability to manage the day-to-day issues of our employees in over 4,500 locations. We have an integrated HR system to ensure we have the right people, programs and processes working in harmony to fulfill our commitment to our clients. Further, we have a few critical principles, which we live by, creating a "service culture" that permeates the organization:

- + We select, train and reward employees for delivering service quality for our clients.
- + We pay as much attention to the back office personnel and the operational details that support the product as we do our critical frontline employees.
- + We have seamless integration and process management to ensure that the client receives quality in execution across the board whether facility management, people management, billing, marketing, etc.

### **EMERGENCY PROCEDURES**

**SP+** is committed to protecting employees, customers and their property against any potential threat or hazard. Safety is a cooperative undertaking requiring participation from every employee. **SP+**'s managers have completed comprehensive Safety Training and issued a Safety Manual covering injury prevention, safety and health compliance, safe work practices, safety training for subordinates, safety evaluation forms, accident investigation, new employee safety checklist and other miscellaneous safety information. Additionally, **SP+** has established a Workplace Injury and Illness Prevention Program to develop, implement and educate all employees about safety and health policies, procedures and other issues.

A Safety Coordinator has been designated for the Airport, and is responsible for reviewing safety training compliance, conducting safety meetings and inspecting the facilities. The Safety Coordinator is responsible for inspecting the entire facilities and completing a Hazard Evaluation and Abatement Checklist annually.

All **SP+** supervisors and management personnel are trained on proper response procedures and appropriate techniques for assisting an injured or seriously ill person. A safety checklist is utilized, requiring the supervisor and new employee to review specific safety issues that apply to the Airport and check off the items reviewed for verification. In addition to programs aimed at preventing hazards, all **SP+** employees are trained on the proper techniques and procedures for responding to emergency situations.

The sections below cover general procedures for emergencies at DEN as required by **SP+**. In addition to these procedures, our local staff at DEN has created and adheres to a detailed Emergency Procedures Manual designed for any situation that may occur at our DEN operations. Please reference the Standard Operating Procedures Manual provided within RFP for this manual.

#### **Automobile and Personal Injury Accidents**

**SP+** requires local personnel to maintain an active role in loss prevention and claims control. A guideline for active claims management consists of the following steps:

##### **1. Pinpoint the Scope of any injury or damage**

At the time of filing any claim, the **SP+** employee involved should try to get the claimant to be specific as to the injury or damage so that problems (medical or mechanical) not related to the injury or damage can be eliminated. Problems may “balloon” due to a general injury or damage description.

##### **2. Immediate Accident Investigation**

Immediate and thorough investigation is imperative to manage safety risk and determine legitimacy of claims. Witnesses, type of injury or damage sustained, conditions, etc. can only be obtained immediately following the incident. Remember, in filing a claim you can never supply too much information.

##### **3. Questionable Claims**

Once a claim form is completed, questionable claims, circumstances, etc. should be included with the claim form. This notification allows the ability to identify “repeat filers” (employees/patrons who have frequent injuries or reoccurrence of the same injury/damage) and exaggerated claims of damage and/or injury. Such defense aids greatly in the defense of such claims and has a very definite impact on the expense and cost control of claims.

##### **4. Failure to File a Report of Damage/Injury**

Any medical bills for injury to an employee/patron who have not filed an injury report should not be paid. Any repair bills for damage should not be paid under any circumstances

In either case, if such bills are presented they must be forwarded to your regional Special Risk Services representative. Please note that under no circumstances are claims to be processed and paid in the field. Even if a claim has been filed and approved your regional Special Risk Services representative must process the claim.

## 5. *Outside Activities Effect in Injuries (Workers' Compensation)*

When possible, background data on injured employees should be noted on the claim form. In certain instances an employee's "on-the-job" injury may be a result of or prolonged by their off-duty activities.

### **Automobile Claims**

Automobile claims consist of bodily injury and/or damage to a third party from the operation of an **SP+** vehicle. Additionally, it applies to damage to an **SP+** owned or leased vehicle. These claims do not involve damage to a customer's vehicle or theft of personal property from a customer's vehicle.

#### **Procedure:**

1. Complete the Accident or Theft Report form with the customer. Be sure to list the 5-digit location number on the form.
2. Immediately fax all Automobile claims to ESIS.
3. Send one copy of the form to your regional Special Risk Services representative.
4. Keep one copy of the form for your records.

### **Property Damage Claims**

Garage keeper's Liability Claims consist of 1) damage to a customer's vehicle, 2) loss of or damage to customer's property or 3) vehicle theft or theft of personal property from a customer's vehicle.

#### **Procedure:**

1. Complete the Accident or Theft Report form with the customer. Be sure to list the 5-digit location number on the form.
2. Immediately fax all Garage Liability claims to ESIS.
3. For claims that are recommended for denial, forward report listing reason for denial to your regional Special Risk Services representative.
4. For claims that are recommended for approval:

#### **For claims under \$1,000:**

- a) Fax the original Accident or Theft Report form to your regional Special Risk Services representative
- b) The regional Special Risk Services representative will contact the claimant and request two estimates.
- c) The regional Special Risk Services representative will pay the lower of the two estimates.

#### **For claims over \$1,000:**

- a) Fax the original Accident or Theft Report form to the ESIS.
- b) Send one copy of the Accident or Theft Report to your regional Special Risk Services representative.

- c) Keep one copy of the Accident or Theft Report for your records.
- d) The ESIS will pay all approved claims over \$1,000.

### **Damaged, Stolen and Vandalized Vehicles**

As a supplement to the facility security provided by the Airport Police Department, all **SP+** personnel will be trained on crime prevention techniques and safety procedures to help protect the safety and property of customers and employees. As part of daily facility inspections and maintenance and license plate inventory procedures, **SP+** employees will be responsible for identifying and reporting suspicious activity within the parking facilities to include damage, theft or vandalism of vehicles.

**SP+** personnel are trained to respond professionally to address customer needs and expedite the claim process. When theft or damage is discovered prior to the customer's return, **SP+** employees make every effort possible to contact the owner immediately and protect their vehicle until their return. If the vehicle is inoperable, **SP+** will provide assistance with arranging automotive service or alternative transportation.

The **SP+** manager or supervisor is required to complete an "Accident or Theft Report" for every claim to be forwarded to our insurance carrier (ESIS) and the Special Risk Services representative assigned to the location. One copy of the report is given to the customer and a second is with the corporate office. The regional Special Risk Services representative will then contact the claimant directly and follow up on claim handling process.

### **Personal Injury Claims**

Garage Liability (a.k.a. General Liability) Claims consist of bodily and/or property damage to a third party. They do not involve damage to a customer's vehicle or theft of personal property from a customer's vehicle.

#### ***Procedure:***

1. Complete the Accident or Theft Report form with the customer. Be sure to list the 5-digit location number on the form.
2. Immediately fax all Garage Liability claims to ESIS Claims Management.
3. Send one copy of the form to your regional Special Risk Services representative.
4. Keep one copy of the form for your records.

### **Worker's Compensation Claims**

When the supervisor becomes aware of an occupational accident or disease, it is their responsibility to investigate the circumstances of the alleged occupational accident or disease and assist the claimant in completing and filing his/her claim for benefits. Always offer assistance to the injured worker in obtaining medical attention even when the condition appears trivial.

#### ***Procedure:***

1. Complete the Workers Comp First Report of Injury form with the employee. Be sure to list the 5-digit location number on the form.
2. Immediately fax all Workers' Compensation claims to ESIS.

3. Send one copy of the form to your regional Special Risk Services representative.
4. Keep one copy of the form for your records.

An entry must be made in the Log of Occupational Injuries and Illnesses – OSHA 300.

### Robbery and Theft

#### Robbery

All employees are trained to react as follows in the event of a robbery:

- + Remain calm and comply with the robber's demands
- + Memorize as many details about the robbery as possible, including physical features, clothing and jewelry
- + Identify the possibility of an accomplice
- + Note the direction of the robber's escape and details of the vehicle used
- + Note items or areas where fingerprints might be found and keep people away
- + Notify management immediately as soon as safely possible
- + Give the manager your name, location and details of the robbery
- + The manager will notify the police
- + Write down details of the robbery as soon as possible

#### Employee Theft

Employees are held accountable for all receipts collected by them and for errors on the collection of parking tickets or missing parking tickets. **SP+** will exercise its right as detailed in the Company Regulations and Disciplinary Policy to summarily dismiss employees for stealing, misrepresentation of collections and receipts and for unsatisfactorily explained repeated errors in parking ticket and collections. **SP+** will verbally notify the Airport staff and Police immediately of any lost, stolen or unaccounted for gross receipts, followed by a written notice within twenty-four (24) hours. **SP+** will use its own funds to replace any lost, stolen or unaccounted for gross receipts within twenty-four (24) hours of discovery.

**SP+**'s policy requires the facility manager to notify the Corporate Security Department and the Regional Manager within twenty-four (24) hours of any thefts totaling \$50 or more. The manager is also required to complete a "Robbery and Theft Report" and send copies to the Corporate Support and Regional offices. Supplemental reports must also be completed and forwarded to report any follow-up information or conclusions.

In addition to the stringent auditing and control procedures described above, **SP+** utilizes additional procedures to deter and identify employee theft. Those procedures include Surprise Cash Counts, Fraud Hotline, Lost Ticket Follow-up Calls and Mystery Shopper Program.

#### Surprise Cash Counts

Supervisors perform frequent surprise cash counts as a way of verifying adherence to procedures and protection against theft. Without prior notice, the supervisor enters a cashier booth during the shift, temporarily shuts down the lane and completes a surprise cash count. Supervisor takes a sub-total report on the cashier terminal and counts all money in the cashier drawer (in the presence of the cashier). The supervisor records totals on a surprise cash count form and compares sub-total with cash in drawer plus drops minus starting bank. Any serious discrepancies are reported immediately to the Manager on Duty for follow-up disciplinary action.

Total cash in drawer is also checked to ensure cashier is in compliance with drop requirements. Disciplinary action will also be taken for an excessive amount of cash in drawer.

### **Fraud Hotline**

All **SP+** locations are required to post our Fraud Hotline telephone number and instructions for reporting improper or suspicious activity. The caller's identity is held in strict confidence. Fraud Hotline calls received by our Corporate Security Department are investigated jointly with cooperation between Corporate Security and Regional Operations.

### **Fuel Spills**

**SP+** supervisory and management personnel are trained to respond as follows whenever fuel spills or a vehicle leaking gas or oil is detected:

1. Block off area with cones or barriers to prevent others from parking nearby
2. Attempt to catch any leaking fuel in a bucket or other container
3. Put down compound to soak up the fuel and prevent customers from slipping
4. Prevent anyone from smoking in the area
5. Notify the manager on duty
6. Manager on duty will notify the Airport

### **Fire**

**SP+** supervisory and management personnel are trained to respond as follows whenever fire or smoke is detected:

1. Dial 911 or call Fire Department immediately
2. If needed, evacuate all personnel and customers from the area
3. Notify the manager on duty
4. Manager on duty will then notify the Airport
5. Block all entrance lanes into the facility with cones or barriers
6. Post employee at the entrance as emergency vehicles must be able to gain access when they arrive
7. Open the exit lanes, if necessary, to allow for the easiest evacuation possible
8. Use a fire extinguisher if practical, but never put yourself or others in danger
9. Have someone meet the emergency vehicles to provide necessary information

### **Fire Extinguishers**

The parking facilities are equipped with fire extinguishers. Every fire extinguisher is checked annually by an Authorized agent and charged as needed.

### **Receipt of Bomb Threat**

**SP+** supervisory personnel will report any bomb threat received at the location or the identification of any suspicious packages or abandoned or unsupervised items located within the parking facilities to the appropriate Airport personnel.

### **Power Failure**

All **SP+** supervisors and management personnel are trained on the proper procedures for handling customer transactions “manually” in the event of a power failure or serious malfunction of parking control equipment. Emphasis is placed on customer service and revenue integrity. Please see **Revenue Control System Failure** later in this section for procedures to follow to protect revenue integrity.

### **Customer Delays in Exiting**

If a severe back up occurs at the exit plaza causing traffic to build beyond a threshold of 10 cars per exit lane with no movement, **SP+** personnel may be instructed by DEN Parking personnel to vend the gates. All **SP+** Supervisors, managers, and frontline staff have been trained on the airports vend procedures and are prepared to execute vends, when requested, accordingly. It's important to highlight that the vend procedure is detailed in the DEN SOP and that our procedure is to follow the DEN SOP should there be a conflict with internal policy. All employees are rigorously trained on every aspect of the DEN SOP.

### **REVENUE CONTROL SYSTEM FAILURE**

In the event of revenue control system failure, a vend procedure will be implemented, which includes the positioning of all gates in the up position. Customers will be allowed to exit the facility without making payment. **SP+** will track, record and report to client all revenue lost during the vend process. The vend procedure will take place under the following conditions:

1. Complete power outage or system failure in an area.
2. Complete power outage or system failure in a lane resulting in excessive customer wait times.
3. Authorized by the General Manager or Assistant General Manager.

The following persons must be notified immediately upon implementation of this procedure:

- A. The **SP+** General Manager, Morgan Leslie and the DEN Parking Manager on duty must be notified by the **SP+** manager on duty.
- B. The Finance Manager must be notified of the occurrence.

### **Cashiering Procedures**

The **SP+** manager on duty will oversee the entire vend process.

### **Reports**

After all lanes have been reconciled, the following reports will be prepared by the **SP+** manager on duty and forwarded to the Finance manager for completion of a vend report.

1. Detailed report of the incident including affected areas, time of incident, duration of incident, number of persons dispatched, persons notified and when, number of vehicles

processed, staffing levels, amount of revenue collected and amount of uncollected revenue (if any).

2. Lane report including names of each person involved in the vend procedure. A copy of the report should be submitted to the audit department for proper documentation.
3. License Plate vehicle report listing the license plate numbers of all vehicles that exited during the time: i.e. West Garage, East Economy, Pikes Peak.

## 9. Proposed Transition Plan

Describe the Proposer's plan for transition, including:

**(a) all tasks to be completed,**

### TRANSITION PLAN DESCRIPTION

If **SP+** is selected to continue providing parking operations at DEN, our team will hit the ground running as the incumbent to ensure compliance with all changes to the operation as specified under the new terms of the agreement.

**SP+** will require **ZERO** resources from the City of Denver during the transition, thus eliminating extensive cost and time to the City. As the incumbent operator, no transition of employees is required; in fact, the transition from one contract period to another is completely seamless. Employee morale and productivity will remain high as there is no stress created by the uncertainty of having a new employer. This is possibly one of the most difficult of obstacles to overcome in transitioning from one parking operator to another.

**(b) the management and staffing plan during the transition period,**

### Management and Staffing During Transition

As you are aware, **SP+** has a trained, dedicated and experienced DEN team of managers who have collaborated with the City of Denver Airport Parking staff over the years to develop a day-to-day standard operating procedure (SOP). As such, **SP+** is best prepared to transition the operation without interruption and regular staffing will apply.

**(c) the key individuals to be on-site at the Airport during the transition period on a part-time and full-time basis,**

### Key Individuals On-site During Transition

The Vice President of West Airports, John Conway, is based in Denver and will be on-site during the first two weeks upon commencement of the new contract terms to ensure compliance is achieved with all newly proposed initiatives. In addition, John will work with the on-site team to on-board the new ACDBE partners, Global Parking System's and Metrix Advisors. It's important to highlight that there will be **NO** employee changes during the transition as all existing employees will be transferred to the new ACDBE partner companies.

**(d) the proposed schedule for accomplishing this transition**

### Transition Schedule

As the incumbent only the below schedules will apply.

### Service Vehicles

The procurement of service vehicles begins with the understanding of RFP requirements as noted on page 17 of the RFP document. As the incumbent, existing vehicles will be used in the new contract as long as the mileage requirement is compliant for each vehicle as outlined in the agreement.

### **Completing Subcontracts**

With regard to subcontracts, a number of sub-contractors (service or supply providers) are firms which **SP+** has done business with at DEN for years. Discussions for renewing these contracts have already begun and should **SP+** be chosen as the new operator, these will be ready to implement long before the official start date. Likewise, for new subcontractors, discussions outlining the terms of new contracts have already taken place.

Final details will be completed in the time between the Council Agenda Date (estimated to be December 2016) and the official start date (February 1, 2017). **SP+**'s Vice President, West Airports, John Conway and SVP Airport Services, Pamela Brown, have been heavily involved in the selection and contract negotiations with these firms. For additional information on some of our major subcontractors, please refer to **Section 4 - Subcontractors**.

### **New Initiatives**

The Vice President of West Airports, John Conway, is based in Denver and will be on-site during the first two weeks upon commencement of the new contract terms to ensure compliance is achieved with all newly proposed initiatives.

#### **(e) Detailed timeline for the hiring of staff, including training and outfitting of such staff.**

**Describe the Proposer's experience in implementing transition plans for the management of parking management services at other major airports or public transit services. Describe how the Proposer will keep the CEO informed of the transition actions and progress.**

#### **Staff Transition and Hiring Process**

As mentioned above, as the incumbent operator there will be no new staffing changes. The transition will be business as usual for the Airport Parking Operation on day 1.

From a hiring process perspective, the current Human Resources Manager on site, Bobbi Neely will have no transition and will have a **"business as usual day"** on day 1.

## 10. Hiring and Training of Drivers and other Employees

**Briefly describe your training program and any job skill inventory Performance monitoring process.**

At **SP+** we realize our success lies in the selection, empowerment and training of our management and staff to deliver the best experience possible to DEN customers. From making the right hiring decisions through comprehensive training and reward-recognition programs, each member of our organization is given the tools to meet our high expectations - an approach that has sustained us as the industry innovator and leader.

At DEN, **SP+** has been highly successful at applying our employee selection process to add only the strongest team members to the DEN Parking staff. **SP+** provides the on-site Human Resource Manager, Bobbi Neely, the tools and resources needed to effectively evaluate, screen and ultimately recruit the right candidate. The Company recognizes the need to recruit effectively and has developed position-specific structured interviews to ensure the hiring manager has evaluated both the technical competencies and behaviors to succeed in our various positions. Most importantly, DEN has specific, individual requirements for defining and carrying out operational excellence. For example, we look for experience in customer service or hospitality venues as this translates to strong service delivery in each customer interaction. We also look for the skill or ability to multi-task or cross-train.

Hiring staff adept at performing more than one task or role improves efficiencies and allows for scheduling flexibility at a location the size of DEN. Certain senior staff positions, including the general manager and assistant general manager, require client approval prior to hiring. In the event of a vacancy of one of these key managerial positions, **SP+** provides staff with proposed new manager's resume. A thorough interview process is conducted with Airport staff to ensure the candidate meets the contractual hiring requirements and has the desired leadership skills desired by DEN. This approach ensures all operational expectations and location-specific needs are identified and addressed in the development of our recruitment solutions.

To facilitate a seamless recruitment process for our operations teams, the Human Resources Department has created recruitment resources, interviewing and hiring training programs, structured interviews and pre-employment programs to ensure the selection of the most suitable candidate. Our Recruitment Department also assists our operating divisions in implementing, managing and monitoring these tools to support each of these selection components.

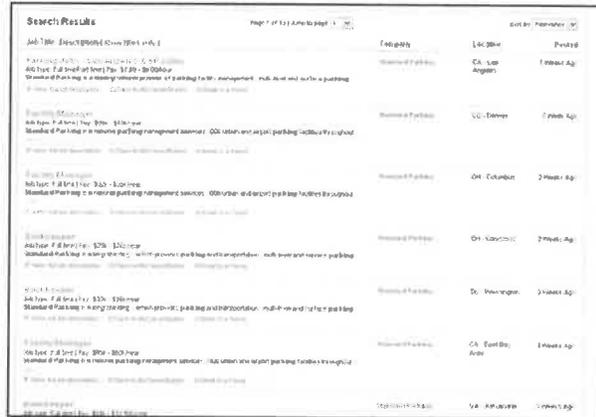
**SP+** employs a number of different recruitment sources to post positions and collect applications and resumes:

- Internal Job Posting Program
- Major Internet Job Boards
- Employee Referral Program
- **SP+** Online Career Center
- Industry and media ads
- Campus Career Centers
- Community Organizations

- Job Fairs
- Participation in industry associations and organizations

As the resumes or applications are received, the human resource manager screens and selects the most qualified candidates and coordinates the interview schedule. Hiring managers are trained and equipped with specific sets of interview questions for each type of position so they can appropriately ask and collect information during the interview process. After the interviews, Bobbi Neely completes an evaluation exercise to accurately determine the best candidate for the position.

**SP+** has partnered with a web-based recruitment solution vendor to implement an applicant tracking system that provides our entire operations organization access to a centralized searchable applicant database. The intent is that hiring managers will be able to make better and quicker hiring decisions as they will not be limited to the applications or resumes received at their specific location. Additionally, this tool enables applicants to view open positions at DEN in a wider target area search from the entire Metro Denver area. It also allows the candidate to complete a pre-screening questionnaire. We firmly believe this tool will save our on-site staff much valued time in reviewing critical information about candidates up front before an interview is even considered, and accordingly be able to spend their time running the operation rather than spending their time going through the hiring cycle.



**SP+** features an online career center which provides a mechanism for frontline candidates to express interest in employment within our organization. Postings for management and administrative positions also reside on our online career center for internal and external candidates. The online career center is an effective tool in helping us brand DEN as the “employer of choice” in Denver, by enabling us to share key information we feel is relevant to any prospective employee, such as potential career paths, benefits, training opportunities, our commitment to diversity, etc. Effective employment branding will help us attract the caliber of candidates we are seeking for **SP+** and more importantly – for DEN.

**SP+** is a leader in the service industry by requiring comprehensive background checks as part of our pre-employment process. These stringent mandates have significantly reduced our employment risk in areas such as workplace violence, fraud and theft. Before any job offer is finalized, at a minimum, each frontline candidate completes a comprehensive pre-screening process for criminal, DMV records for driving positions and drug usage (at specified locations). For management positions and many administrative positions, candidates are required to pass a stringent pre-employment screening process that includes criminal, DMV, credit history, employment and education verification.

**SP+** has found our approach and process for sourcing, interviewing, evaluating and testing for employees has benefited our turnover rates and staffed the company with a quality team of parking professionals. Placing an intense focus on selecting the right candidates for each position will significantly reduce staff turnover. We are very proud **SP+** consistently maintains a lower turnover rate than similar companies within the service industry.

### Emily Griffith Technical College

Emily Griffith Technical College (“EGTC”) is Colorado's largest public technical college, serving more than 7,000 students annually. The College has been a part of Colorado's educational landscape since 1916, when Emily Griffith began the Opportunity School with the mission of educating "all who wish to learn." Emily's vision of open access education continues to animate the work of the College; which provides high quality, affordable education to students from sixteen years old via concurrent enrollment in high school, to adults recovering to enter the workforce with marketable skills, and to a diverse student population coming to EGTC from 94 countries, speaking 72 languages.

As mentioned in **Section 1 - Understanding of the Services and Responsibilities**, **SP+** has partnered with ECTC and is participating in the Grow Your Own Employee Program. The program was introduced in 2014 as a means of better aligning business needs with Emily Griffith Technical College's solutions. By investing in the Grow Your Own Employee program, companies demonstrate their commitment to the future of their workforce and to Colorado's larger economy. By participating in this important, local program, **SP+** receives exclusive access to students who have the necessary skills to successfully meet industry employment needs. It is an opportunity to find the best employees and to have a role in the development of future employees' training at Emily Griffith Technical College.

Exclusive recruitment days, opportunities to present the **SP+** culture and opportunities in EGTC classrooms, and placement on EGTC program advisory councils (corporate partners who guide curriculum and training) allows **SP+** to make an investment that gives back to the community and makes great business sense.

### Pangea - Automated Recruiting Solutions

The Pangea applicant tracking system currently powers **SP+**'s automated online application process and provides our management team access to a broad pool of qualified candidates in a centralized candidate database. Frontline hourly applicants have the ability to apply 24/7 from anywhere with internet access and have their applications stored in a centralized database which enables local hiring managers to access and review their credentials in consideration of any opportunities that may exist at their locations.

Additionally, the Pangea system is completely integrated with our background check and pre-employment testing process, allowing us to collect the necessary candidate data and consent required by our background check vendor to proceed with our pre-employment screening processes. Our recent decision to mandate the electronic storage of *all* candidate data in a single web-based system has streamlined former recruiting and hiring inefficiencies resulting from reliance on traditional paper-based processes, still being utilized in parts of the organization prior to the deployment of the Pangea system. Pangea is also integrated with a 3<sup>rd</sup> party job posting delivery service which enables us to cross-post our current job opening to

multiple free and paid external job boards in a single transaction. This process greatly enhances the quality of hiring decisions and compliance with employment regulations.

### **Background Investigations**

Every candidate for employment must receive and successfully complete a criminal background check and pre-employment drug test prior to receiving an offer of employment.

#### ***Criminal Background Checks***

**SP+** contracts with General Information Services (GIS), an outside criminal background service, to perform background checks (including criminal record searches, credit history, motor vehicle records searches, education verification, employment verification and drug screening) on all prospective entry level and management candidates. Results are accessed via the Internet or faxed directly to the requestor, within 72-96 hours of submitting a request.

**SP+** has determined the following checks to be appropriate based on the position being offered.

#### ***Non-Management Candidates***

- Criminal record
- Motor vehicle record

#### ***Management and Supervisory Candidates***

- Criminal record
- Credit history
- Motor vehicle record (if position could involve driving)
- Education verification
- Employment history verification

#### ***Pre-Employment Drug Tests***

**SP+** requires pre-employment drug testing of all candidates as the final step in the hiring process. Client approval may be required at some locations. The test consists of a standard 5-panel drug screen. GIS is also the vendor for pre-employment drug testing.

#### ***Department of Motor Vehicle Records***

Each employee who drives on duty receives a quarterly DMV check at DEN per the terms of the contract. In addition class room training is required on driving and traffic safety each quarter.

**Briefly describe your training program and any job skill inventory Performance monitoring process;**

## TRAINING

At **SP+**, we recognize the unique talent of our employees is our competitive advantage. We value our team and create an atmosphere of service, integrity and respect. It is important we start new team members off on the right foot and they understand the company expectations of their position as well as our customer service philosophy. **SP+** has created position specific training programs to ensure every new employee will be properly prepared to produce their required tasks effectively and deliver each with service excellence. **SP+** also has a dedicated trainer, Claudene Sharpless, who is 100% dedicated to DEN and performs site- specific training classes for the Airport. The training compliance at DEN as measured under our current contract to determine incentive bonuses is an impressive 98.6 % for the past five (5) quarters. **SP+** has consistently achieved maximum incentive scores for this category as a result of our excellent track record.

## TRAINING SCHEDULE

The **SP+** training period for newly hired team members lasts approximately four weeks but may vary based upon position. The first week will encompass a general orientation to our Company, the DEN location and to our service culture. Additionally, each employee is exposed to the specific tasks they are responsible for in their role at DEN. Claudene will review required tasks with each new employee using the Tell, Show, Do and Review method for maximum learning retention.

In the second week the new employee will progress from job shadowing their trainer to practicing direct service delivery with internal and external customers. Claudene is required to test new employees on their job specific task checklist to ensure they have successfully mastered each area. The employee will continue to complete assigned **SP+ University** training courses in tandem with this face-to-face site specific training.

By the third week of training the employee will be reverse shadowed by their **SP+** assigned coworker with multiple years' experience. The veteran employee will observe the new hire for customer service delivery, accuracy in processes and procedures, and general responsibility completion. At the end of the third week of training the new hire will complete any final testing requirements for their position. The fourth week of the training period is a stand-alone work environment, allowing the employee to work independently and to bring forth any additional questions or training gaps they may have with regards to their training. It is important to note the veteran employee is rewarded for their participation in the process by earning an additional .50 cents per hour during their time training the new hire. In addition, they earn a raffle ticket that is used to draw a \$200 gift certificate awarded to employees each quarter.

## TRAINING CERTIFICATION

At the end of this training period, the trainer, supervisor and manager will provide feedback to the employee on their performance over the first 30 days of employment. Employees who are

successful in their new hire training receive their training certification certificates. At times a new employee may still be struggling with mastering certain task requirements. If this situation arises, **SP+** will determine if re-training is needed or if progressive discipline should be applied for behavior modification.

## OVERALL TRAINING PLAN

Our overall training plan follows below; employee career development. It's important to highlight the overall training program is a web platform used in conjunction with our on-site specific training conducted at DEN. There are computer terminals employees have access to in order to complete the required course work.

## TRAINING PROGRAMS - EXCELLENCE IN EMPLOYEE PERFORMANCE



No other parking company places as high a premium on employee development as **SP+**. **SP+** invested in an internal training system, **SP+ University**, providing comprehensive training to empower employees with the resources needed to meet and exceed client-specific operational objectives. In this system, we utilize an established standard for selecting, training and supporting each employee who serves our client and customer. **SP+ University** utilizes a position specific curriculum to develop the skills and behaviors required to

enable HAS employees to successfully perform their responsibilities every day, with every customer.

### Our Training Infrastructure

**SP+**'s reputation for excellence in on-site management and support office functions are built on a comprehensive, award-winning training methodology which identifies and develops the skills necessary to enable all of our staff from frontline to support office employees to exceed our already rigorous expectations. **SP+** is dedicated to value and significance of employee training and development and realizes its positive correlation to professionalism and excellent customer-centric service.

As a recipient of five national awards, including two Telly awards, and a National Award for Excellence by the National Association of Industrial Office Properties (NAIOP), **SP+** continues to enhance its already comprehensive job function specific curriculums by offering a variety of cutting-edge training techniques and deployment methods including online, instructor-led, MP3 learning, customized programs, mentorship programs and individualized instruction to ensure all employees, regardless of learning style or location can take advantage of our offerings 24/7.

## SP+ University

**SP+ University**® is the face of our learning management system which not only houses and tracks our training content and users, it also allows us to set up job specific curriculums. This provides the employee a definitive learning path to not only master their current position but to also provide them with the path necessary to advance within the company. **SP+ University** is available to our employees 24/7 so they are able to get the training they need, when they need it. The robust reporting features allow managers the ability view the status of all completed training initiatives and the respective evaluation scores as well as those courses that are currently in progress by the employee.

Name	Course Info	Course Description	Duration
Aviation	...	...	1:00
Aviation Development	...	...	1:00
Aviation Safety	...	...	1:00
Aviation Security	...	...	1:00
Aviation Operations	...	...	1:00
Aviation Maintenance	...	...	1:00
Aviation Inspection	...	...	1:00
Aviation Training	...	...	1:00
Aviation Management	...	...	1:00
Aviation Leadership	...	...	1:00
Aviation Communication	...	...	1:00
Aviation Teamwork	...	...	1:00
Aviation Problem Solving	...	...	1:00
Aviation Decision Making	...	...	1:00
Aviation Risk Management	...	...	1:00
Aviation Quality Management	...	...	1:00
Aviation Environmental Awareness	...	...	1:00
Aviation Safety Culture	...	...	1:00
Aviation Security Culture	...	...	1:00
Aviation Operations Culture	...	...	1:00
Aviation Maintenance Culture	...	...	1:00
Aviation Inspection Culture	...	...	1:00
Aviation Training Culture	...	...	1:00
Aviation Management Culture	...	...	1:00
Aviation Leadership Culture	...	...	1:00
Aviation Communication Culture	...	...	1:00
Aviation Teamwork Culture	...	...	1:00
Aviation Problem Solving Culture	...	...	1:00
Aviation Decision Making Culture	...	...	1:00
Aviation Risk Management Culture	...	...	1:00
Aviation Quality Management Culture	...	...	1:00
Aviation Environmental Awareness Culture	...	...	1:00
Aviation Safety Culture	...	...	1:00
Aviation Security Culture	...	...	1:00
Aviation Operations Culture	...	...	1:00
Aviation Maintenance Culture	...	...	1:00
Aviation Inspection Culture	...	...	1:00
Aviation Training Culture	...	...	1:00
Aviation Management Culture	...	...	1:00
Aviation Leadership Culture	...	...	1:00
Aviation Communication Culture	...	...	1:00
Aviation Teamwork Culture	...	...	1:00
Aviation Problem Solving Culture	...	...	1:00
Aviation Decision Making Culture	...	...	1:00
Aviation Risk Management Culture	...	...	1:00
Aviation Quality Management Culture	...	...	1:00
Aviation Environmental Awareness Culture	...	...	1:00

### On-boarding New Employees

Starting an employee off on the right foot in a new position is critical to fully engaging staff and quickly enhancing their performance. Every **SP+** employee receives job specific training to ensure they understand their specific job requirements and the company's expectation of their role. **SP+** has created new employee training manuals specific to each position to facilitate the on-boarding of new staff. As mentioned above, Claudene conducts site-specific class room based training.

Each employee is also required to complete job specific training in the **SP+ University** computer based training program prior to beginning work. Following is a sampling of the required course work:

#### New Hire On-boarding

- Blood borne Pathogens
- First Observer Training
- Hazard Communication
- Introduction to Safety
- Leading the Way
- Non-Harassment and Diversity
- Robbery Procedures
- Traffic Safety

### *Annual Requirements*

- Code of Business Conduct
- Motor Vehicle Safety
- Information Security Awareness

### *Every Other Year*

- Sexual Harassment Prevention

### *Optional Training*

- Proper Lifting Techniques
- Directing Traffic
- Vehicle Theft Prevention

### **Our Programs**

Along with our job-specific curriculums, we offer several programs that are required study for all employees of **SP+**, including our Three Keys to Customer Service Program and Three Keys Refresher Programs. Our dedication to excellence in customer service is a companywide initiative created to ensure that our frontline staff as well as our supporting office employees appreciate the importance of exceptional customer service as well as consistently demonstrate extraordinary customer service skills.

### **The Facility Manager Training Program**

The Facility Manager Training is comprehensive blended program utilizing instructor-led, web-based and individualized instruction to educate new and current facility managers on proper facility operating procedures which not only comply with our stringent internal audit policies processes but also comply with the requirements of Sarbanes-Oxley. The rigorous program requires each participant to complete approximately 6 hours of web-based pre-work in order to prepare for the intense instructor-led portion of the training. The instructor-led portion will not only solidify the content conveyed in the pre-work but it also offers the participants a chance to collaboratively discuss and learn from each other's experiences.

Upon completion of the program the participants are continually evaluated by utilizing realistic scenarios to ensure retention and application of the processes, procedures, policies and skills imparted during the training are being applied and implemented at each facility. Some of the topics covered in the Facility Manager Training include, but are not limited to:

Facility Manager Job Plan  
Cleared Transactions  
Manual Tickets

Tickets  
Key Card Audits  
AS400 Overview and Queries for Facility Managers

Exception Tickets	Honor Box Operations
Cashier Shift Report	Mystery Shopper Program
Ticket to Tape Audit	Operations Standards Reference Guide
Underrings and Overrings	Interviewing
Cash Over/Short	Controlling Labor Costs
Validations to be Billed Programs	Reporting Payroll
Coupon Administrator Program	Discipline Policies
Ingress and Egress Reports	Non-Harassment & Diversity
Segregation of Duties	Safety
Monthly Accounts Receivable	Effective Communication

### CUSTOMER SERVICE TRAINING

Our ability to achieve a high quality operation is greatly enhanced by the scope of operations at DEN. By combining the parking and valet services, **SP+** can ensure a consistent level of service across each job classification since all employees undergo the same customer service training. Establishing and communicating our high expectation level to each employee regardless of job title or role ensures a customer receives the same service from a cashier or valet attendant. Our DEN on-site trainer, Claudene Sharpless, oversees our customer service and training programs to ensure compliance with the comprehensive training programs.

A major portion of all new-hire and annual refresher training will be a thorough education of the layout of the parking facilities and terminals. **SP+** provides its employees with an airport-specific card with key information such as airline location, parking rates, and phone numbers to various airport departments and personnel. The card serves as a quick reference for the most frequently asked questions; however, if the employee does not know the answer, they are trained to contact a supervisor or personally escort the customer to the parking office. **At no time may a patron be abandoned or passed off until the inquiry has been satisfied or issue has been resolved.**

#### Three Keys to Customer Satisfaction

Within the first three months of employment comes the enhancement of customer service skills through our targeted *Three Keys to Customer Satisfaction* training program. Our reputation for outstanding customer service has been built to emphasize facility and employee appearance, constructive customer relations and positive resolution of customer inquiries and concerns. Please see **Exhibit B.** for our *Three Keys to Customer Satisfaction* training materials.

**Key #1—First Impressions: Facility and Employee Appearance.** Employees learn the importance of maintaining a professional appearance both personally and within the facility or office.

**Key #2—Successful Customer Interactions.** Our business is effectively dealing with people whether as a cashier, valet attendant, auditor or bus driver, we are consistently interacting in some way with parking customers. To make sure these interactions always proceed smoothly, the Three Keys to Customer Satisfaction program enforces the importance of looking good, warmly greeting customers, communicating in a polite and professional manner, and saying good-bye with a sincere thank you.

**Key #3—Effectively Resolving Customer Issues.** Some customers want information, some want solutions and some just want an ear to bend. Training helps frontline and supporting office employees to identify the issue and determine the appropriate approach to take in order to get a resolution to satisfy the customer.

### Three Keys Refresher Training Program

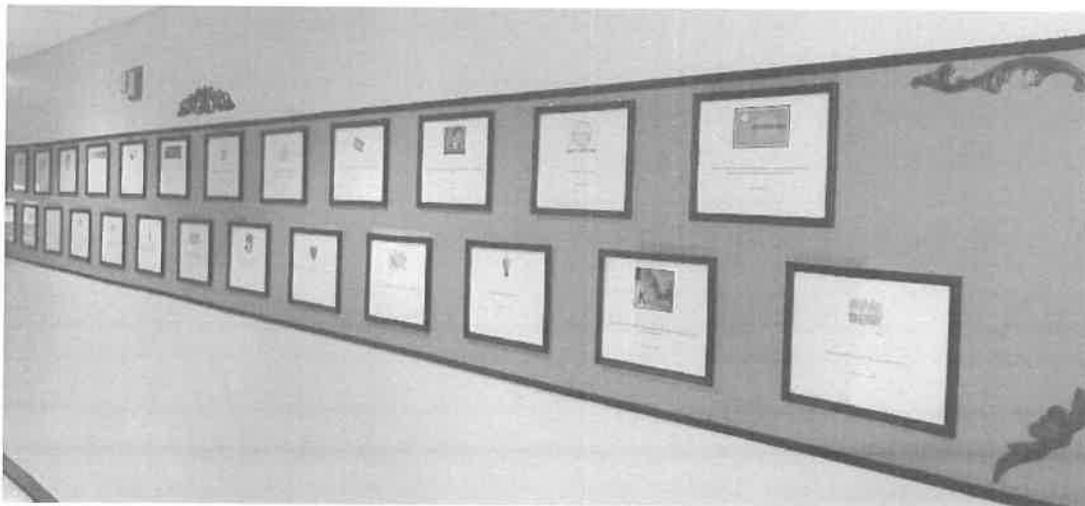
Customer service training does not stop with the Three Keys Customer Service Program. Our employees are required to continually update their customer service knowledge, skills and techniques by completing at least one refresher customer service training course per year to ensure their skill set is continually enhanced.

### Customized Training Initiatives

Unique situations at a facility may require further analysis to precisely determine the specific training needs. Our site visit process allows our facilities to document and discuss their issues with a trainer who can then customize a training program specific to the needs to needs of the facility and its employees. This system not only provides customized training to our facilities, it also gives us insight to the needs of the company as a whole and where we need to concentrate development efforts.

### Wall of Fame

General Manager Morgan Leslie, in conjunction with Claudene Sharpless, developed an incentive program referred to as the **“WALL OF FAME”**. This program rewards employees for delivering high levels of customer service by posting their names at the entrance to the office. The postings include a certificate and a brief description of the event in which the employee received positive customer feedback. The program has been successful and definitely incentivizes other employees to deliver high levels of service. Also, the employee received a raffle ticket for the quarterly \$200 certificate drawing.



New employees are immediately granted access to **SP+ University** and a curriculum is assigned so they may begin their training immediately. Our learning management system tracks their progress and managers can see their progress. We augment our training program with a multi-faceted monitoring system designed to ensure superior on-the-job performance.

Continuous observation and review of employee customer service skills by supervisory staff allows **SP+** to provide immediate feedback and corrective action where needed. Additionally, the customer experience feedback provided by our mystery shoppers (please refer to the Mystery Shop Program section below) allows our leadership team to follow up with staff and provide refresher training if necessary.

**In-house Auditing**

Our in-house auditing team based throughout the country visits locations like DEN frequently to evaluate employee performance in technical as well as customer service proficiency. Internal Audit has visited DEN annually to perform a comprehensive financial review and audit to ensure compliance with Company and contract-specific obligations.

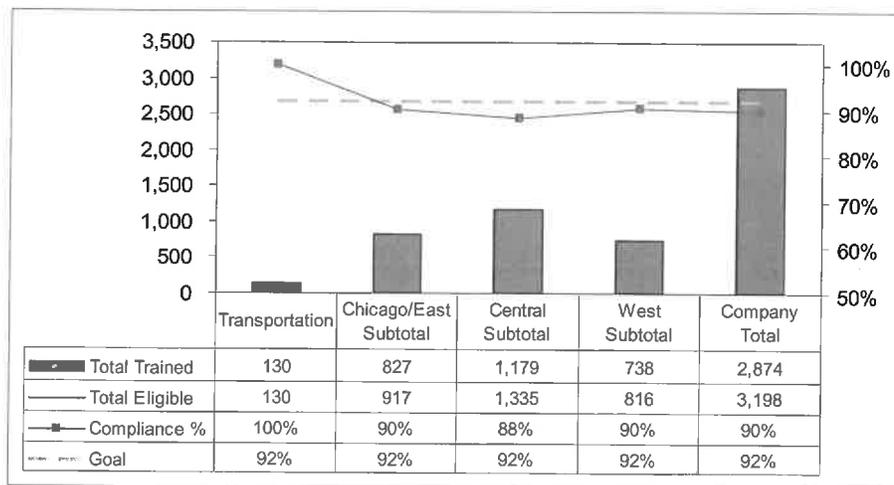
*Denver-based Vice President & Regional Manager Audits*

Our Denver-based Vice President and Regional Manager, John Conway, supplements our in-house audits by performing their own regional audits two times a year using the Parking Operations Review (POR, formerly known as the Control Self-Assessment Program). As discussed in our operations plan John Conway performs one (1) POR audit per quarter.

*Frequency and Items Evaluated*

We augment our training program with a multi-faceted monitoring system designed to ensure superior on-the-job performance.

**Three Keys to Customer Satisfaction Compliance Report**



- **Training Compliance.** To guard against any new employees “slipping through the cracks,” our corporate training department monitors compliance reports to verify that each new employee has participated in the appropriate training programs within the prescribed timeline. Quarterly these training compliance reports are distributed to all levels of management so that they can better gauge their training activity.
- **In-house Auditing.** Our in-house auditing team and our Corporate Training Department each visit locations on an annual basis to evaluate employee performance in technical as well as customer service proficiency. General Manager Morgan Leslie is obligated to create an action plan with timelines to improve those areas identified in the audit performing below expected standards. These reports and action plans are shared with every level of management from Denver-based Vice President and Regional Manager to the CEO and regularly various levels of management meet to review scores for tracking progress and ensure accountability.
- **Annual Three Keys to Customer Satisfaction** Each year the Training Department surveys front-line employees hired within the previous 12 months. These surveys measure the level of training received and the employees’ retention of the training program’s objectives. For those areas that score below 95%, our Trainer, Claudene Sharpless, creates and execute an action plan to improve scores before the year’s end. As noted above, our training scores have consistently received maximum points due to the high compliance training rate each quarter.
- **Just in Time Training** Where needed location-specific training is performed in order to target specific problem areas such as behavior, grooming, and customer engagement. Below is a sampling of additional customer service training courses available to location managers as a resource in the **SP+ University** library.
  - + Is It Me - Am I The Issue
  - + What is Exceptional Customer Service
  - + Engage Me
  - + It Is Only Going To Get Wrinkled Again
  - + I Can’t Believe They Just Did That

### Mystery Shopper Program

**SP+** continues to contract with an independent firm to perform “Mystery Shopping” at DEN. The mystery shoppers follow the pattern of a normal parking customer and are instructed to observe specific operational procedures and employee behaviors. Immediately upon exiting the facility, the mystery shopper completes a series of questions designed to determine if customers service and revenue control procedures were followed according to Company standards. For the valet operation, the program is specific to the Westin Hotel and the East & West operations.

**SP+** has mystery shops completed for DEN multiple times throughout each quarter. The mystery shopping is occasionally directed at a specific employee suspected of improper behavior or not meeting our high customer service standards.

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The Mystery Shop program is also an excellent tool to document and highlight exceptional behavior. Any employee scoring 90% or higher is entered into a quarterly raffle for \$200, which is accompanied by special recognition on the "Wall of Fame" board posted in each break room.

## b) Sustainability Information Sheet

Please reference the following pages for form E 4 - Greenpoint Denver Vendor Sustainability.

### Greenprint Denver Vendor Sustainability

#### SUSTAINABILITY EFFORTS

Like the City, **SP+** is committed to operating responsibly and incorporating green initiatives into our business models and operations. The following is a sampling of action items we will implement to minimize environmental impact:

#### *Recycling and On-going Consumables*

**SP+** will maintain recycle bins in all administrative offices, break rooms, training rooms, etc. We are committed to purchasing and utilizing green products such as recycled post-consumer waste, chlorine-free paper, remanufactured toner cartridges and energy efficient light bulbs such as compact fluorescents (CFL). Educating our staff to "Think Green" will be part of our training agenda.

#### *Environmentally Preferable Company Policy and Training*

The training course, Leading the Way, Environmental Protection and Compliance is available through **SP+ University** and is required training for all **SP+** employees. Our staff is trained to conserve paper, print only what is necessary; use the backside of discarded paper for notes, recycle or reuse wherever possible and conserve energy by turning off lights and unplugging appliances when not in use.



**SP+'s** mission is to maximize client value through excellence in management services and the application of creativity and innovation, integrated with a commitment to being a responsible corporate citizen. To stay consistent with our commitment, we have integrated environmental, or "green," initiatives into our company's culture for years.

We don't simply pay lip service to sustainability. We live it, whether in our parking facility operations, our back office processes, or our general activities within the parking industry. With this commitment, our clients can be confident the parking experience we provide will be aligned with our clients' philosophy of acting in our customers'—and our planet's—best interests.

#### *Green Parking Council*



We are an active member of the Green Parking Council (GPC) with Company representation at both the Board of Director and Committee levels. GPC's mission is educational, and therefore serves as an information source. GPC continually gathers information about green technologies used in the parking industry, and strives to keep current on legislation regarding

tax incentives and rebates for those technologies, thus providing economic benefits to augment the purely environmental benefits derived from such green measures.

**SP+** is knowledgeable of the GPC self-assessment process and will provide guidance if the city desires to obtain the site certification. The certification program commenced June 2014 incorporating Platinum, Gold and Bronze designations.

### **“Green” Parking Operations**

#### ***Environmental Training***

We have developed proprietary **SP+ University™** training curricula focused specifically on waste water reclamation and hazardous solid waste disposal procedures to comply with federal and local environmental rules and regulations.

#### ***Parking Tickets***

Our Procurement Department prefers to do business with suppliers committed to sustainable practices, including parking ticket suppliers who use partially recycled paper and only environmentally-friendly inks. Moreover, the tickets themselves are shipped in boxes made from recycled materials.

#### ***Click and Park***

The Click and Park reservation system lets customers reserve and pay for their parking in advance. While one obvious environmental advantage derived from the system is the fuel and carbon emissions saved from not having to search for parking, the system contains an even more powerful sustainability component in its routing tool.

The tool provides user-specific driving directions which integrates roadway capacities with demand. When the number of cars assigned to a given roadway reaches the road's engineered vehicle capacity, the tool automatically assigns subsequent cars—even those assigned to the very same parking lot—to different roadways. This avoids traffic jams, minimizes travel times, and reduces carbon emissions.

#### ***Electric Vehicle Charging Stations***

Having anticipated the increased prevalence of the electric vehicle as a game-changer in the automotive industry's contribution towards sustainability, we have established relationships with various distributors of vehicle charging stations. We are working with these distributors to facilitate charging station installation in various cities and facilities throughout the country.



#### ***Tire Inflation***

Having properly inflated tires is one of the least expensive ways consumers can improve gas mileage. Yet service stations today rarely offer this service. **SP+** offers complimentary flat tire and low tire inflation for maximize fuel efficiency.

### ***Paper Reduction, Green Supplies, Recycling, & Environmental Event Participation***

We are committed to the reduced use of paper, green office and cleaning supplies, recycling at client properties, and to participating in environmental awareness events.

### ***Online, Paperless iProcurement and iPayables Procurement, & Accounts Payable Systems***

The company's procurement and accounts payable processes have been converted to online, electronic formats. As a consequence, we not only made those processes more efficient from speed and financial control standpoints, but we also eliminated the large quantities of paper historically associated with the process of procuring and paying for the goods and services used throughout our North American operations.

### ***Concur Online Expense Reporting System***

The company utilizes a fully automated online expense reporting and reimbursement system to continue our commitment to efficiency and the elimination of paper. This helps us further reduce our carbon footprint. Expense receipts are uploaded to the system electronically, linked by the software with the associated expense report, and then submitted for processing and reimbursement, all without using a single sheet of paper. The system efficiently expedites expense reimbursements to our employees and is considerate of our environment.

### ***Green Parking Council Site Surveys***

The GPC offers a site survey to determine how "green" a garage currently is and to offer recommendations to improve the facility's level of sustainability. Such recommendations can focus, for example, on a facility's lighting, presence of EV charging stations, recycling programs, air quality, and the use of low impact building materials. Once improvements are made, facilities are eligible for a Green Garage Certification through GPC. **SP+** can coordinate the procurement of site surveys if the City decides to pursue green garage certification.

### ***Green" Back Office Operations***

#### ***Computing Platforms and Processes***

**SP+** was awarded Oracle's Empower the Green Enterprise Award in recognition of our use of technology and re-engineered back office processes that each year are projected to save:

- + 312 tons of paper
- + 600,000 lbs. of solid waste
- + 624 tons of trees
- + 19,000 lbs. of emissions

- + 5.1 million gallons of water

### ***Financial Reporting***

Our proprietary Client View<sup>®</sup> software provides clients with secure, around-the-clock, online access to financial statements and detailed back-up. Since all reports and supporting documentation can be electronically stored, clients need only print materials they need for specific purposes. By delivering monthly financial reports electronically, we have eliminated the need to print up to 40,000 packages of hard copy financial reports every year.

### ***Electronic Workforce Time & Attendance System***

We have eliminated the waste associated with conventional paper-based time and attendance recording systems by using a paperless time and attendance system.

### ***Document Retention***

Our long-term Enterprise Risk Management objective is to replace historical practices of printing and storing hard paper copies with a company-wide electronic document storage system. When fully implemented, the overall impact on our use of paper—and thus the beneficial effect on the environment—will be dramatic.

**ACDBE COMMITMENT FORM**

**DENVER INTERNATIONAL AIRPORT  
CITY AND COUNTY OF DENVER  
DIVISION OF SMALL BUSINESS OPPORTUNITY**

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Proposal for: Parking Management Services for DEN, 0826A (2016) Concession

**SECTION A – PROPOSER INFORMATION**

Name of Firm: SP Plus Corporation

Address: 1301 East Ninth Street Suite 10150

City: Cleveland State: OH Zip: 44114

Contact Person: Jack Ricchiuto Telephone: 216-346-7570

Email: jricchiuto@spplus.com

Is your firm ACDBE Certified:  Yes, *If Certified, Attach Certification Letter*  
 No

**SECTION B – ACDBE COMMITMENT**

The ACDBE goal on this concession is **15%**.

*NOTE: The DSBO will only credit ACDBE participation that is certified as such by the City and County of Denver, Division of Small Business Opportunity (DSBO) or the Colorado Department of Transportation.*

1. The undersigned proposer/concessionaire has satisfied the ACDBE concession requirements in the following manner (please check the appropriate space).
  - The proposer is committed to a minimum of 15% ACDBE utilization on this concession contract which meets or exceeds the ACDBE goal on this concession opportunity. The amount and type of participation proposed will become a firm commitment in the Lease Agreement.
  - The proposer, unable to meet the ACDBE goal, is committed to a minimum of [Click here to enter text](#)% ACDBE utilization on this concession contract and submits its documentation demonstrating good faith efforts.
  - The proposer is unable to meet the ACDBE goal and submits documentation demonstrating good faith efforts.
2. Identify ACDBE sub-concessionaire, ACDBE joint venture partner, ACDBE equity partnership or other legal ACDBE business arrangement that meets ACDBE goal and eligibility standards in 49 CFR Part 23.

**NOTE: An ACDBE Letter of Intent must be submitted for all ACDBE suppliers listed below. Attach copy of the ACDBE Certification Letter for all ACDBEs, regardless of participation type.**

Name & Address of ACDBE Firm	Role of ACDBE	% Level of Participation
Global Parking Systems, LLC	Subcontractor	15%
Metrix Advisors, LLC	Subcontractor	< 1%
Whyne and Sons Enterprises	Subcontractor	< 1%

(Use Additional Sheets if Necessary)

**ACDBE UTILIZATION – VENDOR/SUPPLIERS OPPORTUNITIES**

**NOTE: Complete only if suppliers will be used to meet any portion of the ACDBE goal**

List all actual *and* anticipated major vendors/suppliers; include **both** ACDBE and non-ACDBE, to be utilized on the concession (use additional sheets if necessary). Examples: Janitorial services, accounting services, HR services, etc.

**NOTE: The DSBO will only credit ACDBE participation that is certified as such by the City and County of Denver, Division of Small Business Opportunity (DSBO) or the Colorado Department of Transportation.**

Name and Address of Company	Business Area	Work to be Performed or Goods/Services to be provided	Estimated Amount (\$)	ACDBE		LOI & Cert Letter Attached
				Y	N	
Global Parking Sytems, LLC	LPI & Traffic Operations	LPI / LPR & Traffic Operations Services	\$1.7 Million	<input checked="" type="checkbox"/>	<input type="checkbox"/>	YES
Metrix Advisors, LLC	Accounting Services	Accounting Services	\$90,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	YES
Whyne and Sons Enterprises	Janitorial	Janitorial Services	\$30,665	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NO
	Click here to enter text	Click here to enter text	Click here to enter text	<input type="checkbox"/>	<input type="checkbox"/>	Click here to enter text
	Click here to enter text	Click here to enter text	Click here to enter text	<input type="checkbox"/>	<input type="checkbox"/>	Click here to enter text
Click here to enter text	Click here to enter text	Click here to enter text	Click here to enter text	<input type="checkbox"/>	<input type="checkbox"/>	Click here to enter text

Click here to enter text	<input type="checkbox"/>	<input type="checkbox"/>	Click here to enter text			
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(Use Additional Sheets if Necessary)

### SECTION C – GOOD FAITH EFFORTS

**NOTE: Complete only if the ACDBE goal was not achieved.**

The following items are minimally considered as good faith efforts and demonstrate specific initiatives made in attempting to achieve the concession specific ACDBE goal. Proposers are not limited to these particular areas and may include other efforts deemed appropriate. Please feel free to elaborate on any question below.

GOOD FAITH EFFORT QUESTIONS	Y	N
1. If applicable, did you attend pre-proposal conference?	<input type="checkbox"/>	<input type="checkbox"/>
2. Did your firm request and obtain a copy of the certified ACDBE firms?	<input type="checkbox"/>	<input type="checkbox"/>
3. Were ACDBE firms contacted or solicited for concession participation?	<input type="checkbox"/>	<input type="checkbox"/>
4. Provide listing of solicited ACDBE firms with whom contact was made? Please identify name of company, contact person, date, phone number and briefly describe nature of solicitation. <b>(Include as an Attachment)</b>	<input type="checkbox"/>	<input type="checkbox"/>
5. Was direct contact made with the City's DSBO office? If yes, please identify date/person contacted and assistance sought. <b>(Include as an Attachment)</b>	<input type="checkbox"/>	<input type="checkbox"/>
6. Identify all ACDBE support agencies/associations contacted for ACDBE assistance or solicitation (Minority Chambers of Commerce, purchasing councils, contractor groups, etc.). <b>(Please attach copies of solicitation letters of assistance and/or describe, as an Attachment to this section, the personal contact made)</b>	<input type="checkbox"/>	<input type="checkbox"/>
7. Were concession-related opportunities to this project advertised in minority/women newspapers and trade journals? <b>(If yes, please include a copy of the advertisement or detail the name of the publication(s), date of advertisement and describe the solicitation)</b>	<input type="checkbox"/>	<input type="checkbox"/>
8. Were copies of concession RFP furnished to any ACDBEs?	<input type="checkbox"/>	<input type="checkbox"/>
9. Identify efforts made to assist interested ACDBEs in obtaining bonding, insurance, or line of credit. <b>(Please detail any assistance that was provided or if they were referred, to whom)</b>	<input type="checkbox"/>	<input type="checkbox"/>
10. Discuss efforts made to define additional elements of the work proposed to be performed by ACDBEs in order to increase the likelihood of achieving the ACDBE goal.	<input type="checkbox"/>	<input type="checkbox"/>
11. List, as an Attachment, all ACDBE negotiations and/or bids received but rejected. Identify company name, contact person, telephone number, date, trade area and the reason for rejecting the proposal or bid.	<input type="checkbox"/>	<input type="checkbox"/>

<p>12. Discuss any other effort(s) aimed at involving ACDBEs (<b>Include as an Attachment</b>):</p> <p>(a) Identify any specific efforts to divide work, in accordance with normal industry practices, to allow maximum ACBE participation.</p> <p>(b) Discuss joint ventures initiatives, requesting second-tier ACDBE subcontracting, etc., if any.</p> <p>(c) List all other good faith efforts employed, please elaborate.</p> <p>(d) Discuss types of participation considered. If any methods were not pursued, please provide the rationale behind this decision.</p>		
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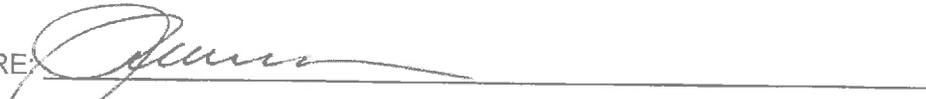
**SECTION D - AFFIRMATION**

*I HEREBY AFFIRM THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE. I FURTHER UNDERSTAND AND AGREE THAT, THIS DOCUMENT SHALL BE ATTACHED THERTO AND BECOME A BINDING PART OF THE CONCESSION CONTRACT.*

NAME AND TITLE OF AUTHORIZED OFFICIAL:

Jack Ricchiuto, Executive Vice President

SIGNATURE: \_\_\_\_\_



DATE: July 25, 2016

ACDBE Letter of Intent

Name of Concession/vendor firm: SP Plus Corporation

Address: 1301 East Ninth Street Suite 1050

City: Cleveland

State: OH

Zip: 44114

Telephone: 216-346-7570

E-mail address: jrlichiuto@spplus.com

Name of ACDBE Firm: Global Parking Systems, LLC

Address: 6600 Plaza Drive #307

City: New Orleans

State: LA

Zip: 70127

Telephone: 504-616-5643

E-mail address: rvburns@bmgentrprises.com

Description of Goods and Services or work to be performed by ACDBE firm:

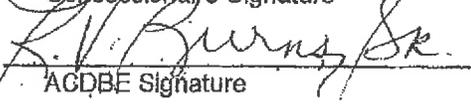
Traffic operations  
LPI / LPR  
Customer Service Assistance  
Holiday Operations

The Concessionaire is committed to utilizing the above named ACDBE for the goods and services or work described above. The estimated dollar value of this work is \$1.7 Million (annually)

**AFFIRMATION:**

The above-named ACDBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By:  \_\_\_\_\_ Executive Vice President  
Concessionaire Signature Title

By:  \_\_\_\_\_ President  
ACDBE Signature Title



201 W Colfax Ave, Dept 907  
Denver, CO 80202  
p: 720.913.1999  
f: 720.913.1809  
[www.denvergov.org/dsbo](http://www.denvergov.org/dsbo)

June 22, 2015

Denver International Airport  
Airport Office Building, Suite 7810  
8500 Pena Blvd  
Denver, CO 80249  
p: 303.342-2180  
f: 303.342.2190  
[www.flydenver.com](http://www.flydenver.com)

Ronald V. Burns  
Global Parking Systems, LLC  
6600 Plaza Drive Suite 307  
NEW ORLEANS, LA 70127

Dear Ronald V. Burns:

**SUBJECT: Airport Concessionaire Disadvantaged Business Enterprise (ACDBE) Certification, Pursuant to 49 CFR Part 23 of the U.S. Department of Transportation's Regulations.**

The Division of Small Business Opportunity is pleased to inform you that Global Parking Systems, LLC is certified as an **Airport Concessionaire Disadvantaged Business Enterprise (ACDBE)** pursuant to the US Department of Transportation's Regulation 49 CFR Part 23. Your firm will be listed on the Colorado Unified Certification Program's (UCP) on-line directory of eligible ACDBEs at [www.coloradodbe.org](http://www.coloradodbe.org). Your firm is certified with the following dates:

**June 18, 2015 to June 17, 2016**

Global Parking Systems, LLC is eligible to participate as an ACDBE on US Department of Transportation financially-assisted projects in Colorado in the NAICS work codes and work specialties appearing below.

**NAICS CODES**

CO UCP NAICS-994000: BUSINESS & PROFESSIONAL SERVICE  
CO UCP NAICS-995020: PARKING OPERATIONS & MANAGEMENT

**WORK SPECIALITY:**

Parking and Transportation Management Services

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an ACDBE.

The anniversary date of your firm's ACDBE certification is June 17, 2016. You will be notified prior to the anniversary date that eligibility must be re-evaluated. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Pursuant to 49 CFR 26.83(i), submittal of this information is required to ensure that there is no interruption of your firm's status as a certified ACDBE.

You may visit <http://business/flydenver.com/bizops/smallBus.asp> to view upcoming concession bidding opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

A handwritten signature in cursive script that reads "Chris Martinez".

Chris Martinez  
Director  
CM/as

ACDBE Letter of Intent

Name of Concession/vendor firm: SP Plus Corporation

Address: 1301 East Ninth Street Suite 1050

City: Cleveland

State: OH

Zip: 44114

Telephone: 216-346-7570

E-mail address: ricchiuto@spplus.com

Name of ACDBE Firm: Metrix Advisors, LLC

Address: 2499 Washington Street

City: Denver

State: CO

Zip: 80205

Telephone: 303-223-0291

E-mail address: mcdaniel@drqmetrix.com

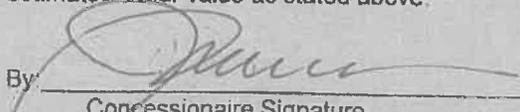
Description of Goods and Services or work to be performed by ACDBE firm:

Accounting and Audit

The Concessionaire is committed to utilizing the above named ACDBE for the goods and services or work described above. The estimated dollar value of this work is \$90,000 (annually)

**AFFIRMATION:**

The above-named ACDBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By:  \_\_\_\_\_ Executive Vice President  
Concessionaire Signature Title

By:  \_\_\_\_\_ President  
ACDBE Signature Title



Office of Economic Development  
Division of Small Business Opportunity

201 W. Colfax Ave, Dept. 907  
Denver, CO 80202  
p: 720.913.1999  
f: 720.913.1809  
[www.denvergov.org/dsbo](http://www.denvergov.org/dsbo)

July 1, 2016

Rob McDaniel  
Metrix Advisors, LLC  
2499 Washington St.  
Denver, CO 80205

Denver International Airport  
Airport Office Building, Suite 7810  
8500 Peña Boulevard  
Denver, CO 80249-6340  
p: 303.342.2180  
f: 303.342.2190  
[www.flydenver.com](http://www.flydenver.com)

Dear Rob McDaniel:

**SUBJECT: Small Business Enterprise (SBE) Certification, Pursuant to Article VII of Chapter 28, Div. 1 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions**

The City and County of Denver's Division of Small Business Opportunity (DSBO), has approved Metrix Advisors, LLC for certification as a **Small Business Enterprise (SBE)**. Metrix Advisors, LLC will be listed in the City and County of Denver's Small Business Enterprise (SBE) Certification Directory located at [www.denvergov.org/dsbo](http://www.denvergov.org/dsbo). Your firm is certified with the following certification dates:

**May 26, 2016 to May 25, 2017**

Listed below is each NAICS code and Work Specialty for which Metrix Advisors, LLC is certified. Please verify your NAICS codes and work specialties as this letter showing the following codes is required for bidding on City projects:

**NAICS CODES:**

DENVER-541350: BUILDING INSPECTION SERVICES

DENVER-541690: OTHER SCIENTIFIC AND TECHNICAL CONSULTING SERVICES

**WORK SPECIALTY:**

Financial and Operational Consulting Services; Consulting on Construction Projects; including complex financial modeling, strategic planning and business process optimization

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an SBE.

Please be aware that **SBE Certifications are for a period of one (1) year, and must be renewed annually**. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the

expiration date of your SBE Certification.

You may visit [www.work4denver.com](http://www.work4denver.com) to view upcoming Construction/Professional Service bidding opportunities, or [www.denvergov.org/purchasing](http://www.denvergov.org/purchasing) for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

A handwritten signature in cursive script, appearing to read "Cheryl De...".

Director



Office of Economic Development  
Division of Small Business Opportunity

201 W. Colfax Ave, Dept. 907  
Denver, CO 80202  
p: 720.913.1999  
f: 720.913.1809  
[www.denvergov.org/dsbo](http://www.denvergov.org/dsbo)

July 1, 2016

Rob McDaniel  
Metrix Advisors, LLC  
2499 Washington St  
Denver, CO 80205

Denver International Airport  
Airport Office Building, Suite 7810  
8500 Peña Boulevard  
Denver, CO 80249-6340  
p: 303.342.2180  
f: 303.342.2190  
[www.flydenver.com](http://www.flydenver.com)

Dear Rob McDaniel:

**SUBJECT: Minority/Women Business Enterprise (M/WBE) Certification, Pursuant to Article III of Chapter 28, Div. 3 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions**

The City and County of Denver's Division of Small Business Opportunity (DSBO) has approved Metrix Advisors, LLC for certification as a **Minority/Women Business Enterprise (M/WBE)**. Metrix Advisors, LLC will be listed in the City and County of Denver's Minority/Women Business Enterprise (M/WBE) Certification Directory. Your firm is certified with the following certification dates:

**May 26, 2016 to May 25, 2017**

Listed below is each NAICS code and Work Specialty for which Metrix Advisors, LLC is certified. Please verify your NAICS codes and work specialties as this letter showing the following codes is required for bidding on City projects:

**NAICS CODES:**

DENVER-541350: BUILDING INSPECTION SERVICES  
DENVER-541690: OTHER SCIENTIFIC AND TECHNICAL CONSULTING SERVICES

**WORK SPECIALTY:**

Financial and Operational Consulting Services; Consulting on Construction Projects; including complex financial modeling, strategic planning and business process optimization

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an M/WBE.

Please be aware that your **M/WBE Certification is valid for a period of one (1) year, and must be renewed annually**. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your M/WBE Certification.

You may visit [www.work4denver.com](http://www.work4denver.com) to view upcoming Construction/Professional Service bidding opportunities, or [www.denvergov.org/purchasing](http://www.denvergov.org/purchasing) for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

A handwritten signature in cursive script, appearing to read "Cheryl De...".

Director



Office of Economic Development  
Division of Small Business Opportunity

201 W. Colfax Ave, Dept. 907  
Denver, CO 80202  
p: 720.913.1999  
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July 1, 2016

Rob McDaniel  
Metrix Advisors, LLC  
2499 Washington St  
Denver, CO 80205

Denver International Airport  
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8500 Peña Boulevard  
Denver, CO 80249-6340  
p: 303.342.2180  
f: 303.342.2190  
[www.flydenver.com](http://www.flydenver.com)

Dear: Rob McDaniel:

The Division of Small Business Opportunity is pleased to inform you that Metrix Advisors, LLC is certified as a **Disadvantaged Business Enterprise (DBE)** pursuant to the US Department of Transportation's Regulation 49 CFR Part 26. Your firm will be listed on the Colorado Unified Certification Program's (UCP) on-line directory of eligible DBEs at [www.coloradodbe.org](http://www.coloradodbe.org).

Metrix Advisors, LLC is eligible to participate as a DBE on US Department of Transportation financially-assisted projects in Colorado in the work codes appearing as part of your firm's listing on the directory as eligible to be counted toward DBE participation. It is your responsibility to manage your firm's work codes to ensure they are correct.

CO UCP NAICS-518210: DATA PROCESSING SERVICES (EXCEPT PAYROLL SERVICES, FINANCIAL TRANSACTION PROCESSING SERVICES)  
CO UCP NAICS-541211: ACCOUNTING (I.E., CPAS) SERVICES, CERTIFIED PUBLIC  
CO UCP NAICS-541350: BUILDING INSPECTION SERVICES  
CO UCP NAICS-541611: ADMINISTRATIVE AND GENERAL MANAGEMENT CONSULTING SERVICES  
CO UCP NAICS-541611: FINANCIAL MANAGEMENT CONSULTING (EXCEPT INVESTMENT ADVICE) SERVICES  
CO UCP NAICS-541690: OTHER SCIENTIFIC AND TECHNICAL CONSULTING SERVICES  
CO UCP NAICS-561499: ALL OTHER BUSINESS SUPPORT SERVICES

The anniversary date of your firm's DBE certification is May 25, 2017. You will be notified prior to the anniversary date that eligibility must be re-evaluated. However, if you do not receive notification from this office, it is your responsibility to contact us. Pursuant to 49 CFR 26.83(i), submittal of this information is required to ensure that there is no interruption of your firm's status as a certified DBE. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify the division immediately.

Sincerely,

A handwritten signature in cursive script, appearing to read "Cheryl De...".

Director



Office of Economic Development  
Division of Small Business Opportunity

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Denver, CO 80202  
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Denver, CO 80249-6340  
p: 303.342.2180  
f: 303.342.2190  
[www.flydenver.com](http://www.flydenver.com)

Dear Rob McDaniel:

**SUBJECT: Airport Concessionaire Disadvantaged Business Enterprise (ACDBE) Certification, Pursuant to 49 CFR Part 23 of the U.S. Department of Transportation's Regulations.**

The Division of Small Business Opportunity is pleased to inform you that Metrix Advisors, LLC is certified as an **Airport Concessionaire Disadvantaged Business Enterprise (ACDBE)** pursuant to the US Department of Transportation's Regulation 49 CFR Part 23. Your firm will be listed on the Colorado Unified Certification Program's (UCP) on-line directory of eligible ACDBEs at [www.coloradodbe.org](http://www.coloradodbe.org). Your firm is certified with the following dates:

**May 26, 2016 to May 25, 2019**

Metrix Advisors, LLC is eligible to participate as an ACDBE on US Department of Transportation financially-assisted projects in Colorado in the NAICS work codes and work specialties appearing below.

**NAICS CODES:**

CO UCP NAICS-541211: ACCOUNTING (I.E., CPAS) SERVICES, CERTIFIED PUBLIC  
CO UCP NAICS-541611: ADMINISTRATIVE AND GENERAL MANAGEMENT CONSULTING SERVICES  
CO UCP NAICS-541611: FINANCIAL MANAGEMENT CONSULTING (EXCEPT INVESTMENT ADVICE) SERVICES  
CO UCP NAICS-561499: ALL OTHER BUSINESS SUPPORT SERVICES

**WORK SPECIALITY:**

Financial and Operational Consulting Services; including complex financial modeling, strategic planning and business process optimization

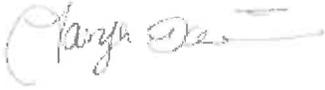
Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an ACDBE.

The anniversary date of your firm's ACDBE certification is May 25, 2017. You will be notified prior to the anniversary date that eligibility must be re-evaluated. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Pursuant to 49 CFR 26.83(i), submittal of this information is required to ensure that there is no interruption of your firm's status as a certified ACDBE.

You may visit <http://business/flydenver.com/bizops/smallBus.asp> to view upcoming concession bidding

opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

A handwritten signature in cursive script, appearing to read "Cheryl De...". The signature is written in dark ink and includes a horizontal flourish at the end.

Director

## EXHIBIT E

### EXECUTIVE ORDER NO. 94

**TO:** All City Agencies

**FROM:** Wellington E. Webb  
MAYOR

**DATE:** October 29, 2002

**SUBJECT:** CITY and COUNTY of DENVER EMPLOYEES' ALCOHOL and DRUG POLICY

**PURPOSE:** As an employer, the City and County of Denver (City) is required to adhere to various federal, state, local laws and regulations regarding alcohol and drug use. The City also has a vital interest in maintaining a safe, healthy and efficient environment for its employees and the public. Being under the influence of, subject to the effects of, or impaired by alcohol or a drug on the job may pose serious safety and health risks to the user, the user's co-workers and the public. Additionally, the possession, use or sale of an illegal drug in the workplace may pose an unacceptable risk to the safe, healthy and efficient operation of the City.

The City maintains the Mayor's Office of Employee Assistance, provides Department of Safety psychologists and some outside contractors, who offer help to employees who seek assistance for alcohol and/or drug use and other personal or emotional issues.

**RESPONSIBLE AUTHORITY(S):** City Attorney

This executive order, effective on the above date, establishes and confirms the policy of the City concerning the problem of drug and alcohol use in the workplace. On the date it becomes effective, this executive order supersedes all previously enacted alcohol and drug executive orders.

#### I. PROHIBITIONS FOR ALL CITY EMPLOYEES INCLUDING CLASSIFIED MEMBERS OF THE POLICE AND FIRE DEPARTMENTS.

##### A. Alcohol

Employees are prohibited from consuming, being under the influence of, or impaired by alcohol while performing City business, while driving a City vehicle or while on City property.

**There are three exceptions to this prohibition.** (1) An employee is not on duty **and** attending an officially sanctioned private function, e.g., an invitation-only library reception. (2) An employee is not on duty **and** at a City location as a customer, e.g., playing golf on a City course. (3) An employee is a member of the Police Department **and** as a part of the employee's official duties, consumes alcohol in accordance with Police Department procedures.

The alcohol levels defined by the state legislature that may be amended from time to time for defining "under the influence of alcohol" and "impaired by alcohol" are adopted here for purposes of this executive order.

Employees holding Commercial Driver's licenses (CDL) are **also** subject to the alcohol levels defined by the Department of Transportation (DOT) regulations that may be amended from time to time for "under the influence" which are adopted here for purposes of this executive order.

Current alcohol level definitions are contained in the Addendum to this Order. If there is a conflict between the state legislature and the DOT regulation, alcohol level definitions and the ones contained in the Addendum to this Order, the state legislature and DOT regulation definitions will take precedence.

As part of official duties, members of the Police Department according to established procedures may consume alcohol. However, it is grounds for discipline, up to including immediate dismissal, if members of the Police Department consume alcohol in violation of their department procedures.

## **B. Legal Drugs**

1. It is the responsibility of the employees who work in positions operating vehicles or dangerous equipment or positions affecting the health or safety of co-workers or the public to advise their supervisors that they are taking prescription medication that may affect their performance.
2. Employees who work in positions operating vehicles or dangerous equipment or positions affecting the health or safety of co-workers or the public are prohibited from consuming, being under the influence of, subject to the effects of or impaired by legally obtained prescription drugs while performing City business, unless the following two determinations have been made:
  - a. It is determined by both the employee's supervisor **and** either the employee's Human Resource Specialist or Safety Officer, after consulting with the Occupational Health and Safety Clinic (OHSC) personnel, that the employee's job performance will not be affected **and** that the employee does not pose a threat to his/her own safety.
  - b. It is determined by both the employee's supervisor **and** either the employee's Human Resource Specialist or Safety Officer, after consulting with the OHSC personnel, that the employee will not pose a threat to the safety of co-workers or the public, **and** the employee will not disrupt the efficient operation of the agency.

If appropriate, the OHSC personnel may contact the employee's personal physician. Prior to making contact with the employee's personal physician, the OHSC personnel should obtain a medical release from the employee.

Employees may be required to use sick leave, take a leave of absence or comply with other appropriate non-disciplinary actions determined by the appointing authority until the above determinations can be made.

The OHSC shall keep the medical records that disclose the identity of the legal drug confidential in accordance with state and federal laws.

3. The DOT regulations prohibit employees with CDLs from using marijuana, even for approved medical reasons. If the federal and Colorado laws are in conflict on this issue, the federal law will take precedence. Therefore, a positive marijuana drug test will be treated as an illegal drug use for employees with CDLs, subjecting them to all rules contained herein for illegal drug use even if a physician has prescribed the marijuana for medical reasons.

### C. **Illegal Drugs**

1. Employees are prohibited from consuming, being under the influence of, subject to the effects, of or impaired by illegal drugs while performing City business, while driving a City vehicle or while on City property.
2. Employees are also prohibited from selling, purchasing, transferring or possessing an illegal drug.

**There is one exception to this prohibition.** An employee of the Classified Service of the Police and Fire Departments or the Denver Sheriff's Department as a part of the employee's official duties, may sell, purchase, transfer or possess illegal drugs in accordance with the employee's department procedures. However, it is grounds for immediate dismissal if members of the Classified Service of the Police and Fire Departments or Sheriff Department sell, purchase, transfer or possess illegal drugs at any time other than as a part of their official duties. It is also grounds for immediate dismissal if members of the Classified Service of the Police and Fire Departments or Sheriff Department sell, purchase, transfer or possess illegal drugs in violation of the employee's department procedures.

The illegal drug cut-off levels established by the DOT regulations, that may be amended from time to time, are adopted here for purposes of this executive order. Current illegal drug levels are contained in the Addendum to this Order. If there is a conflict between the DOT regulation, illegal drug levels and the ones contained in the Addendum to this Order, the DOT regulation definition will take precedence.

## II. **DRUG AND ALCOHOL TESTING**

### A. **Pre-Employment/Pre-Placement Testing**

1. The City may implement, with the City Attorney's approval, pre-employment screening practices designed to prevent hiring individuals for job positions:

- a. whose use of illegal drugs may affect the public health or safety and
- b. whose use of alcohol or legal drugs indicates a potential for impaired or unsafe job performance where the public health or safety may be affected.

The Civil Service Commission, Career Service Authority, OHSC or interviewing agency shall inform a job applicant of these pre-employment screening practices prior to such screening.

2. Employees who will be filling jobs defined as safety-sensitive or requiring a CDL, prior to the first time the employee performs a safety-sensitive function, shall be tested for controlled substances and may be tested for alcohol.
3. Refusal by an applicant to submit to a pre-employment test shall result in denial of employment.
4. Pre-employment/Pre-placement test results:
  - a. **Alcohol**

Where alcohol use is detected and it is determined to be a potential safety risk, employment shall be denied.
  - b. **Legal Drugs**
    - i. Where use of a prescription drug is detected, applicants may be required to offer proof that the drug has been prescribed by a physician for the applicant. If the applicant is unable to provide such proof, employment may be denied.
    - ii. Where the applicant's future or continued use of the drug poses a potential safety risk or would impair job performance, employment may be denied in accordance with the applicable state and federal laws.
  - c. **Illegal Drugs**
    - i. Employment shall be denied when the presence of an illegal drug is detected.
    - ii. Employment shall be denied when the presence of a known masking agent is detected.
    - iii. A second direct observation urinalysis test may be required prior to offering employment to an applicant whose drug test evidences the urine sample has been diluted.

**B. Reasonable Suspicion Testing**

1. When a supervisor has reasonable suspicion that any employee is in violation of this policy, after taking appropriate safety measures, i.e. removing the employee from any situation which may pose a safety risk to the employee, co-workers or the public, the supervisor shall immediately consult with his/her Human Resource Specialist, Safety Officer or the City Attorney's Office to determine further actions. However, if immediate consultation is not possible, it is the responsibility of the supervisor to promptly initiate alcohol and drug testing. The supervisor shall initiate testing as follows:

**a. Alcohol**

- i. Document in writing the specific reasons for the decision to initiate testing based on specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odors.
- ii. When possible, have a second supervisor confirm the specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odors.
- iii. Advise the employee that the supervisor is ordering the employee to go to the testing site for testing.
- iv. Escort the employee to the testing site as soon as possible. However, if the supervisor is unable to escort the employee, the supervisor should have another individual escort the employee for testing. The individual selected to escort the employee shall be of a higher grade/rank than the employee being tested.
- v. Require the employee to bring a picture identification card and proof of the employee's Social Security or employee number to the testing site.
- vi. If the employee refuses to go to the testing site, or refuses to participate in the testing process, the supervisor or the escort should tell the employee that the testing request is a direct order and that refusal to comply with the direct order might subject the employee to discipline, up to and including dismissal.
- vii. After the initial test results are known, the supervisor shall contact the appointing authority for further guidance. If the appointing authority is unavailable and the supervisor has a reasonable doubt about the employee's ability to satisfactorily and safely meet job requirements, the supervisor shall place the employee on investigatory leave pending results of testing or other administrative determination.

- viii. No supervisor or escort should allow an employee to drive to or away from the testing or the work site. However, if the employee does drive off, notify the Police Department immediately and provide them pertinent information, i.e., employee's car make; model and color; license plate number; direction of travel and reason for ordering the alcohol and/or drug testing.

During regular OHSC hours, the testing shall be conducted at one of the OHSC testing sites. After regular hours, the supervisor shall page the OHSC alcohol and drug testing personnel to arrange for immediate testing.

Testing should be administered within two (2) hours of making a reasonable suspicion determination. If this two (2) hour time frame is exceeded, the supervisor should document the reasons the test was not promptly administered. Supervisors who do not test employees within this established time frame may be subject to discipline, up to and including dismissal.

Supervisors and escorts shall keep the employee's name and identifying information restricted to persons who "need to know."

**b. Legal drugs**

- i. Document in writing the specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odors that provide reasonable suspicion that the employee's use of, or being under the influence of, subject to the effects of, or impaired by a legal drug poses a potential safety risk or would impair job performance.
- ii. When possible, have a second supervisor confirm the specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odors.
- iii. Advise the employee that the supervisor is ordering the employee to go to the OHSC for evaluation.
- iv. Escort the employee to the evaluation site as soon as possible. However, if the supervisor is unable to escort the employee, the supervisor should have another individual escort the employee for evaluation.
- v. If the employee refuses to go to the evaluation site, the supervisor or the escort should tell the employee that the testing request is a direct order and that refusal to comply with the direct order might subject the employee to discipline, up to and including dismissal.

- vi. If the clinic personnel determine that the employee's use of, being under the influence of, subject to the effects of, or impaired by a legal drug poses a potential safety risk **or** would impair job performance; the supervisor shall contact the appointing authority for further guidance.
- vii. If the appointing authority is unavailable and the supervisor has a reasonable doubt about the employee's ability to satisfactorily and safely meet job requirements, the supervisor shall place the employee on investigatory leave pending such consultation. However, no supervisor or escort should allow an employee to drive to, or away from, the evaluation site. If the employee does drive off, the supervisor or escort shall notify the Police Department immediately and provide them pertinent information, i.e., employee's car make; model and color; license plate number; direction of travel; and reason for ordering the evaluation.
- viii. If the clinic personnel determine that the employee's use of, being under the influence of, subject to the effects of, or impaired by a legal drug **does not** pose a potential safety risk **and does not** impair job performance, have the employee return to work.

**c. Illegal drugs**

Follow the steps listed above in Section B.1.a.

However, testing for illegal drugs should be administered within eight (8) hours of making a reasonable suspicion determination. If this eight-hour (8) time frame is exceeded, the supervisor must document the reasons the test was not promptly administered. Supervisors who do not test employees within the established time frame may be subject to discipline, up to and including dismissal.

The police **shall be** contacted when a supervisor has reasonable suspicion that an employee appears to be in possession of, selling or transferring illegal drugs.

**C. Post-Accident Testing**

- 1. As soon as practicable following a driving or other workplace accident, the supervisor shall ensure that driver-employee is tested for alcohol and drugs when the accident:
  - a. may have been the fault of the employee **and** the accident involves a fatality;
  - b. may have been the fault of the employee **and** any individual was injured severely enough to receive medical treatment immediately away from the scene of the accident;
  - c. may have been the fault of the employee **and** the accident resulted in disabling damage to any vehicle or any equipment; or,

- d. there is reasonable suspicion to test the employee.
2. Post-accident alcohol and drug testing should be administered within two (2) hours following the accident. Supervisors who do not test employees within the established time frames may be subject to discipline, up to and including dismissal.
3. "Disabling damage" for a vehicle accident is defined as precluding the departure of the vehicle from the scene of an accident in its usual manner. Vehicle damage that can be remedied temporarily at the scene without special tools or parts, i.e., replacing a tire with the spare, taping over a headlight or tying down the hood of a car, are not considered disabling.
4. "Disabling damage" for a workplace accident is defined as precluding the use of the equipment from its usual operation. Equipment that can be remedied temporarily at the scene without special tools or parts is not considered disabling.

**D. Return to Duty Testing**

If an employee has violated the prohibited conduct listed in Sections I (A) or I (C) of this Order, the employee shall not return to work unless the employee has taken an alcohol and drug test at the OHSC and both tests were verified negative.

**E. Unannounced Testing**

If an employee has been placed on a Stipulation and Agreement in accordance with this executive order, as a part of that Stipulation and Agreement, the employee may be tested for alcohol and/or drugs by the agency without prior notice of the testing date or time for at least 36 months from the last date in time that the stipulation and agreement is signed by the parties.

**F. Random Testing**

The City may implement, with the City Attorney's approval, random alcohol and drug testing for employees deemed to perform safety-sensitive functions for the City or any of its agencies.

**G. Commercial Driver's License Testing**

For those positions requiring a CDL, the City shall implement drug testing pursuant to applicable DOT regulations, as may be amended from time to time **in addition to** the testing described in Sections II (B), II (C) and II (D) of this Order.

**1. Pre-Employment Testing**

Prior to the first time a driver performs safety-sensitive functions for the City or any of its agencies, the driver shall be tested for illegal drug usage in compliance with the DOT and state regulations, as may be amended from time to time.

**2. Reasonable Suspicion Testing**

**a. Alcohol**

The procedures described in Section II (B)(1)(a) of this Order shall be followed.

**b. Legal Drugs**

The procedures described in Section II (B)(1)(b) of this Order shall be followed.

**c. Illegal Drugs**

The procedures described in Section II (B)(1)(c) of this Order shall be followed.

**3. Post-Accident Testing**

- a. As soon as practicable following an accident, the supervisor shall ensure that driver-employee is tested for alcohol and drugs when:
- i. the accident occurred while the vehicle driver was performing safety-sensitive functions with respect to the vehicle **and** the accident involved the loss of human life;
  - ii. the vehicle driver was cited under the state or local law for a moving violation arising from the accident **and** an individual was injured severely enough to receive medical treatment immediately away from the scene;
  - iii. the vehicle driver was cited under the state or local law for a moving violation arising from the accident **and** one or more of the vehicles involved in the accident sustained disabling damage. "Disabling damage" is defined in Section II (C)(2) and (3) in this Order;
  - iv. there is reasonable suspicion to test the employee.
- b. If the supervisor does not initiate alcohol testing within eight (8) hours of the accident or drug testing within thirty-two (32) hours of the accident, the supervisor shall cease attempts to administer the tests and shall state in writing for the record the reasons for not administering the tests. Supervisors who do not test employees within the established time frames may be subject to discipline, up to and including dismissal.

**4. Random Testing**

**a. Alcohol**

Pursuant to the DOT regulations, random alcohol testing shall be conducted annually on 25% of the average number of City commercial driver's license positions in existence. This percentage may be amended from time to time by the DOT. Alcohol testing shall be conducted on a random, unannounced basis just before, during or just after the employee performed safety-sensitive functions.

**b. Illegal Drugs**

Pursuant to the DOT regulations, random drug testing shall be conducted annually on 50% of the average number of City commercial driver's license positions in existence. This percentage may be amended from time to time by the DOT. Drug testing shall be conducted on a random, unannounced basis. There is no requirement that this testing be conducted in immediate time proximity to performing safety-sensitive functions.

**5. Return to Duty Testing**

**a. Alcohol**

If an employee has violated the prohibited conduct listed in Section I (A) of this Order, the employee shall not return to perform safety-sensitive duties unless the employee has completed a successful return to duty alcohol test.

**b. Illegal Drugs**

If an employee has violated the prohibited conduct listed in Section I (C) of this Order, the employee shall not return to perform safety-sensitive duties unless the employee has been cleared by a Substance Abuse Professional and has completed a successful return to duty drug test.

**6. Follow-Up Testing**

**a. Alcohol**

- i. The number and frequency of the follow-up alcohol tests shall be directed by the Substance Abuse Professional and shall consist of at least six (6) tests in the first twelve (12) months following the employee's return to work.
- ii. Follow-up testing shall be unannounced and shall be conducted just before, during or just after the employee performed safety-sensitive functions.

**b. Illegal Drugs**

- i. The number and frequency of the follow-up drug tests shall be directed by the Substance Abuse Professional and shall consist of at least six (6) tests in the first (12) twelve months following the employee's return to work.
- ii. Follow-up testing shall be unannounced. There is no requirement that this testing be conducted in immediate time proximity to performing safety-sensitive functions.

**H. Members of the Classified Service of the Police and Fire Departments and Deputy Sheriffs Testing**

For those employees who are members of the Classified Service of the Police and Fire Departments or Deputy Sheriffs, the City may implement drug testing pursuant to their respective department procedures, as may be amended from time to time **in addition to** the testing described in Sections II (A), II (B), II (C), II (D), II (E), II (F), and II (G) of this Order.

**III. EXECUTIVE ORDER 94 TRAINING**

**A. All City Employees**

All new City employees should be trained on this Order during their first year of employment. Training, at a minimum, should include study of the Order and instruction on the recognition of drug and alcohol impairment and use. Additionally, a copy of this Order should be given to each employee with each employee acknowledging, in writing, receipt of the policy and the training.

**B. All Employees With Supervisory Duties**

1. All employees with supervisory duties should be trained on this Order during the first six months following their promotion. This training, at a minimum, should include study of the Order, instruction on the recognition of drug and alcohol impairment and use, the proper documentation of the supervisor's reasonable suspicion, and the supervisor's responsibility for escorting employees to the testing sites and through the testing process.
2. Supervisors shall ensure that all drug and alcohol tests are accomplished immediately after the justification for testing is established. Timeliness for testing is outlined in this Order and its Addendum. Further, once a supervisor has reasonable suspicion that an employee appears to be under the influence of alcohol or drugs, the agency cannot condone the employee's driving of a motor vehicle. If the employee drives off in his/her own or a City vehicle, the Police Department must be notified immediately. Supervisors whom elicit the use of another individual to escort an employee to testing or evaluation sites shall educate the individual on the duties of the escort as provided herein prior to allowing that individual to escort the employee.

3. Supervisors are subject to discipline for failing to fulfill the responsibilities set forth for supervisors in this Order. However, although a supervisor's failure to fulfill his/her responsibility may result in disciplinary action being taken against the supervisor, up to and including dismissal, such failure does not, in any way, excuse the employee's violation of this Order or negate the agency's disciplinary action against the employee.

**CAUTION:** No physical force may be used against an employee to enforce any order under this policy. The employee must be advised that noncompliance with a supervisor's order will be viewed as refusal to obey the order of a supervisor and subject to discipline, up to and including dismissal.

**CAUTION:** Supervisors are to restrict communications concerning possible violations of this policy to those persons who are participating in the evaluation, investigation or disciplinary action and who have a "need to know" about the details of the drug/alcohol evaluation, investigation and disciplinary action. This restriction includes not mentioning the names of employees who are suspected of, or disciplined for, violating this policy.

#### IV. DISCIPLINARY ACTIONS

- A. If it is determined after the appropriate predisciplinary meeting that any of the following situations apply; the employee shall be dismissed even for the first offense for the following conduct.
  1. Members of the Classified Service of the Police and Fire Departments or Deputy Sheriffs that violate their respective departments' prohibitions regarding illegal use of controlled substances;
  2. Safety-sensitive members of the Department of Aviation that violate their department's prohibitions regarding alcohol or drug use;
  3. The employee has endangered the lives of others, or foresee ably could have endangered the lives of others;
  4. The employee refuses to submit to any testing under this Order including, but not limited to, pre-placement, reasonable suspicion, random, post-accident, return to duty, follow-up or unannounced testing;
  5. The employee uses, or attempts to use, a masking agent to alter the sample and/or drug and/or alcohol test results;
  6. The employee's disciplinary history compels dismissal as a matter of progressive discipline;
  7. The employee has refused to enter into a Stipulation and Agreement;
  8. The employee has violated the Stipulation and Agreement;

9. The employee violates Executive Order 94 for the second time in the employee's career with the City and County of Denver and/or its agencies.
- B. A first time violation of this policy, which does not result in a dismissal pursuant to Section IV (A) of this Order shall result in a lesser disciplinary action in conjunction with a Stipulation and Agreement for treatment.
1. Employee Assistance Counselors of the Mayor's Office of Employee Assistance, or such other substance abuse professional(s) as may be designated, shall conduct an assessment of the employee and create a treatment plan.
  2. Each such agreement shall be in writing and approved by the City Attorney's Office. The City shall offer no employee more than one such agreement during his or her employment with the City.
  3. Employees who participate in a supervisor-approved inpatient treatment plan shall be allowed to take one (1) day per month sick leave or vacation leave, or allowed to work one (1) day per month but not in safety-sensitive positions, to assure continued health coverage.

## V. MISCELLANEOUS PROVISIONS

### A. Driver's License

It is the responsibility of employees required to drive as part of their assigned duties or job specifications to report to their appointing authority any loss of a driver's license or the restriction of driving privileges, no later than the beginning of the employee's next scheduled shift. Every employee who is required to drive, as part of their assigned duties or job specifications, shall certify that they have a current valid driver's license in accordance with Executive Order 25 as may be amended from time to time.

### B. Searches

1. Before any search is conducted, supervisors shall contact the City Attorney's Office for guidance.
2. Management has the right to search City-owned property, e.g., a desk, storage cabinet or City vehicle, when the search is necessary for a non-investigatory work-related purpose such as retrieving a needed file. Additionally, management may search City-owned property, e.g., a desk, file cabinet, locker, or City vehicle, when predicated by reasonable suspicion that evidence of misconduct will be found. Finally, management may search an employee's personal property, e.g., their personal vehicle parked on City property, lunch boxes, briefcases, purses, tool kits, and backpacks, upon consent of the employee.

3. Clearly posted notices explaining the City's right to carry out search activities should be displayed in appropriate locations throughout the work area. The posted notices should contain the language listed above in paragraph V (B) (2) of this Order. Any deviation from this language must be approved by the City Attorney's Office prior to posting.

C. Contracts

1. This Executive Order is applicable to contract personnel. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City's barring contract personnel from City facilities or from participating in City operations.
2. All City contracts shall inform contractors doing work for the City about this Executive Order.

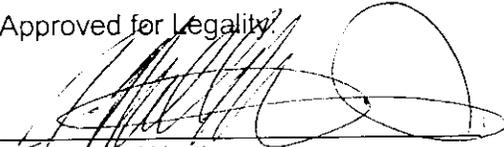
D. Mayor's Office of Employee Assistance and Department of Safety Psychologists

The City maintains the Mayor's Office of Employee Assistance (MOEA) and provides Department of Safety psychologists who offer help to employees who suffer from alcohol or drug use or other personal or emotional issues. It is the responsibility of each employee to seek help from the MOEA, Department of Safety psychologist or other appropriate health care professionals before alcohol and drug use leads to disciplinary actions.

E. Memorandum to this Order

The City Attorney shall have the authority to amend definitions and drug testing cut-off levels contained in the Order's Memorandum, from time to time, consistent with Colorado statutes and the DOT regulations, without obtaining signatures of the Mayor or City Council. For purposes of this Executive Order, all references to Agency head, Department head or appointing authority will also include the designee of the Agency head, Department head or appointing authority.

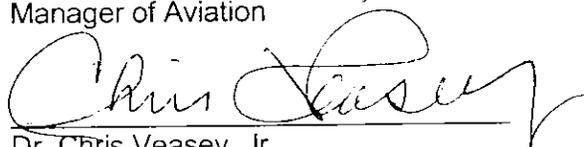
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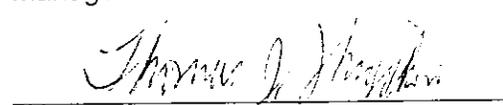
  
\_\_\_\_\_  
J. Wallace Wortham, Jr.  
City Attorney

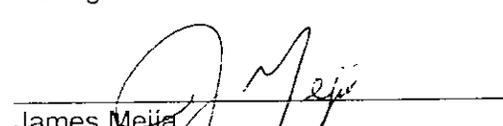
Approved:

  
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Wellington E. Webb  
MAYOR

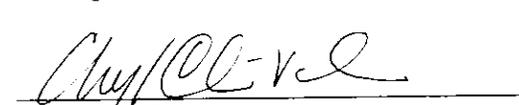
  
\_\_\_\_\_  
Bruce Baumgartner  
Manager of Aviation

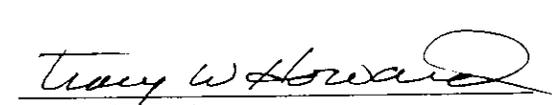
  
\_\_\_\_\_  
Dr. Chris Veasey, Jr.  
Manager of Environmental Health

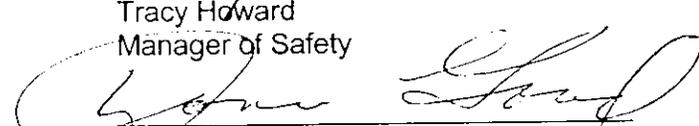
  
\_\_\_\_\_  
Thomas J. Migaki  
Manager of General Services

  
\_\_\_\_\_  
James Mejia  
Manager of Parks & Recreation

  
\_\_\_\_\_  
Stephanie Foote  
Manager of Public Works

  
\_\_\_\_\_  
Cheryl D. Cohen  
Manager of Revenue

  
\_\_\_\_\_  
Tracy Howard  
Manager of Safety

  
\_\_\_\_\_  
Donna Good  
Manager of Human Services

**MEMORANDUM NO. 94A**

**TO:** All Agencies Under the Mayor  
**FROM:** John W. Hickenlooper  
Mayor  
**DATE:** August 26, 2004  
**SUBJECT:** STATUTORY PROVISIONS

This memorandum to Executive Order 94 was originally referred to as an addendum, effective April 10, 1989, amended April 13, 1999, January 10, 2000, March 1, 2000, March 15, 2001 and is hereby continued in effect as amended and retitled as a memorandum this August 26, 2004. This Memorandum shall be attached to and become a part of Executive Order 94, dated, October 29, 2002, subject "City and County of Denver Employees' Alcohol and Drug Policy."

**I. ALCOHOL PROVISIONS**

- A. Under the Colorado statutes, as may be amended from time to time, "impaired by alcohol" is defined as having 0.05 grams of alcohol (per two hundred ten liters of breath or per one hundred milliliters of blood), but less than 0.08 grams of alcohol. Under the "influence of alcohol" is defined as having 0.08 or more grams of alcohol (per two hundred ten liters of breath or per one hundred milliliters of blood).
- B. Under the DOT regulations, as may be amended from time to time, "under the influence of alcohol" is defined as having 0.04 percent alcohol concentration, or more; as prescribed by state law; or in the event of refusal to undergo such testing as is required by the state or jurisdiction.

DOT regulations, as may be amended from time to time, state that post-accident alcohol testing should be administered within two (2) hours following the accident, but must be administered within eight (8) hours following the accident. **These DOT time frames shall also apply to testing under this Executive Order unless otherwise specified within this Order.**

**II. ILLEGAL DRUG PROVISIONS**

- A. Illegal drugs, including controlled substances, are defined in Colorado Revised Statutes §12-22-303.

B. "Subject to the effects of an illegal drug" is to be determined consistent with the confirmation test levels established by the DOT regulations, as may be amended from time to time:

Marijuana metabolites	-----	15 ng
Cocaine metabolite	-----	150 ng
Opiates:		
Morphine	-----	2,000 ng
Codeine	-----	2,000 ng
Phencyclidine	-----	25 ng
Amphetamines:		
Amphetamine	-----	500 ng
Methamphetamine	-----	500 ng

Drug testing shall be administered no later than thirty-two (32) hours after the accident. *These DOT time frames shall also apply to testing under this Executive Order unless otherwise specified within this Order.*



## II. ADDITIONAL COVERAGE

### Excess/Umbrella Liability

#### Minimum Limits of Liability (In Thousands):

Umbrella Liability Controlled Area	Each Occurrence and aggregate	\$9,000
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The policy must provide the following:

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

### Property Insurance

#### Minimum Limits of Liability (In Thousands)

All Risk Form Property Insurance, Replacement Cost basis

This policy must provide the following:

1. If leased property is located in a flood or quake zone (including land subsidence), flood or quake insurance shall be provided separately or in the property policy.
2. The City and County of Denver shall be named Loss Payee as its interest may appear.

## III. ADDITIONAL CONDITIONS

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

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

### **NOTICE OF CANCELLATION**

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

EXHIBIT G

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, SP PLUS CORPORATION of the State of Delaware, hereinafter referred to as the "Contractor" and RLI INSURANCE COMPANY of the State of Illinois, a corporation organized under the laws of the State of Colorado, as Surety, are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "CITY", in the penal sum of **TWO MILLION DOLLARS AND ZERO CENTS (\$2,000,000.00)** lawful money of the United States of America, for the payment of which sum 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 on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, entered into a written contract with the City for furnishing all labor, materials, equipment, tools, superintendence, and everything necessary for and required to do, perform and complete Contract No. 201628677, Denver International Airport, in accordance with the Technical Specifications, Contract Drawings, Task Orders, Contract Exhibits and all other Contract Documents therefore, 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 and Payment 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. At all times promptly makes 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 said 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 law; and
3. 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.

**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 at the rate of eight percent per annum.

**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.

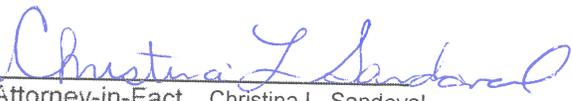
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IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 15th day of November, 2016.

SP PLUS CORPORATION  
CONTRACTOR

By:   
Vice President of Risk Management

RLI INSURANCE COMPANY  
SURETY

By:   
Attorney-in-Fact Christina L. Sandoval

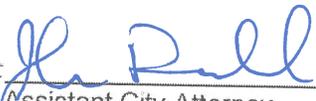
(Accompany this bond with Attorney-in-Fact's authority from the Surety to execute bond, certified to include the date of the bond.)

APPROVED AS TO FORM:

CITY AND COUNTY OF DENVER

Attorney for the  
City and County of Denver

CRISTAL M. TORRES DEHERRERA  
Interim Attorney for the  
City and County And County of Denver

By:   
Assistant City Attorney

By:   
MAYOR

By:   
Chief Executive Officer  
Denver International Airport

ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS  
COUNTY OF WILL

On this 15<sup>th</sup> day of November, 2016, before me, Aaron D. Griffin, a Notary Public, within and for said County and State, personally appeared Christina L. Sandoval to me personally known to be the Attorney-in-Fact of and for RLI Insurance Company and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

  
\_\_\_\_\_  
Notary Public in the State of Illinois  
County of Will





RLI Surety  
 9025 N. Lindbergh Dr. | Peoria, IL 61615  
 Phone: (800)645-2402 | Fax: (309)689-2036  
 www.rlicorp.com

# POWER OF ATTORNEY

## RLI Insurance Company

**Know All Men by These Presents:**

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:

Sandra M. Winsted, Judith A. Lucky-Eftimov, Susan A. Welsh, Linda M. Napolillo, Marcia K. Cesafsky, Sandra M. Nowak, Christopher P. Troha, Michelle D. Krebs, Salena Wood, Jeannette M. Davis, Ann Mullins, Derek J. Elston, Eric D. Sauer, Christina L. Sandoval, Jennifer Williams, Aerie Walton, jointly or severally

in the City of Chicago, State of Illinois its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

**Any and all bonds provided the bond penalty does not exceed Twenty Five Million Dollars (\$25,000,000.00).**

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 13th day of June, 2016.



**RLI Insurance Company**

By: B. W. Davis  
 Barton W. Davis Vice President

State of Illinois }  
 County of Peoria } SS

**CERTIFICATE**

On this 13th day of June, 2016, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 15<sup>th</sup> day of November, 2016.

By: Jacqueline M. Bockler  
 Jacqueline M. Bockler Notary Public

**RLI Insurance Company**

By: B. W. Davis  
 Barton W. Davis Vice President



**Exhibit D**



# DIA Parking Areas 2016

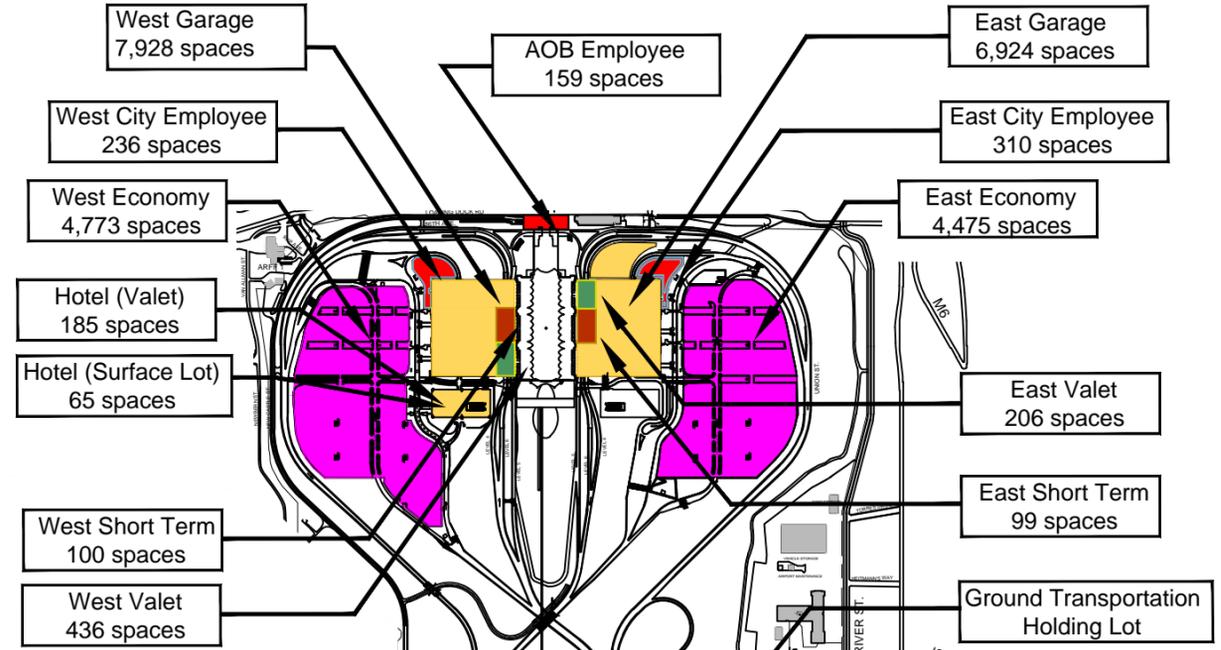
DIA Parking Office 303-342-4083



Final Approach  
Cell Phone Lot  
336 spaces

Pikes Peak  
Shuttle Lot  
8,949 spaces

Parking Area Space Count		24 hr.
West Economy	4,773 spaces	\$13
West Garage	7,602 spaces	\$24
East Economy	4,491 spaces	\$13
East Garage	6,621 spaces	\$24
East Valet	206 spaces	\$33
East Short Term	102 spaces	\$96
West Valet	436 spaces	\$33
West Short Term	102 spaces	\$96
Pikes Peak	8,949 spaces	\$8
Mt. Elbert	8,587 spaces	\$8
CDL Lot	350 spaces	
Final Approach Cell Phone Lot	336 spaces	Free
West City Employee	236 spaces	
East City Employee	310 spaces	
AOB Employee	159 spaces	
Landside Employee	2,797 spaces	
Airside Employee	3,713 spaces	



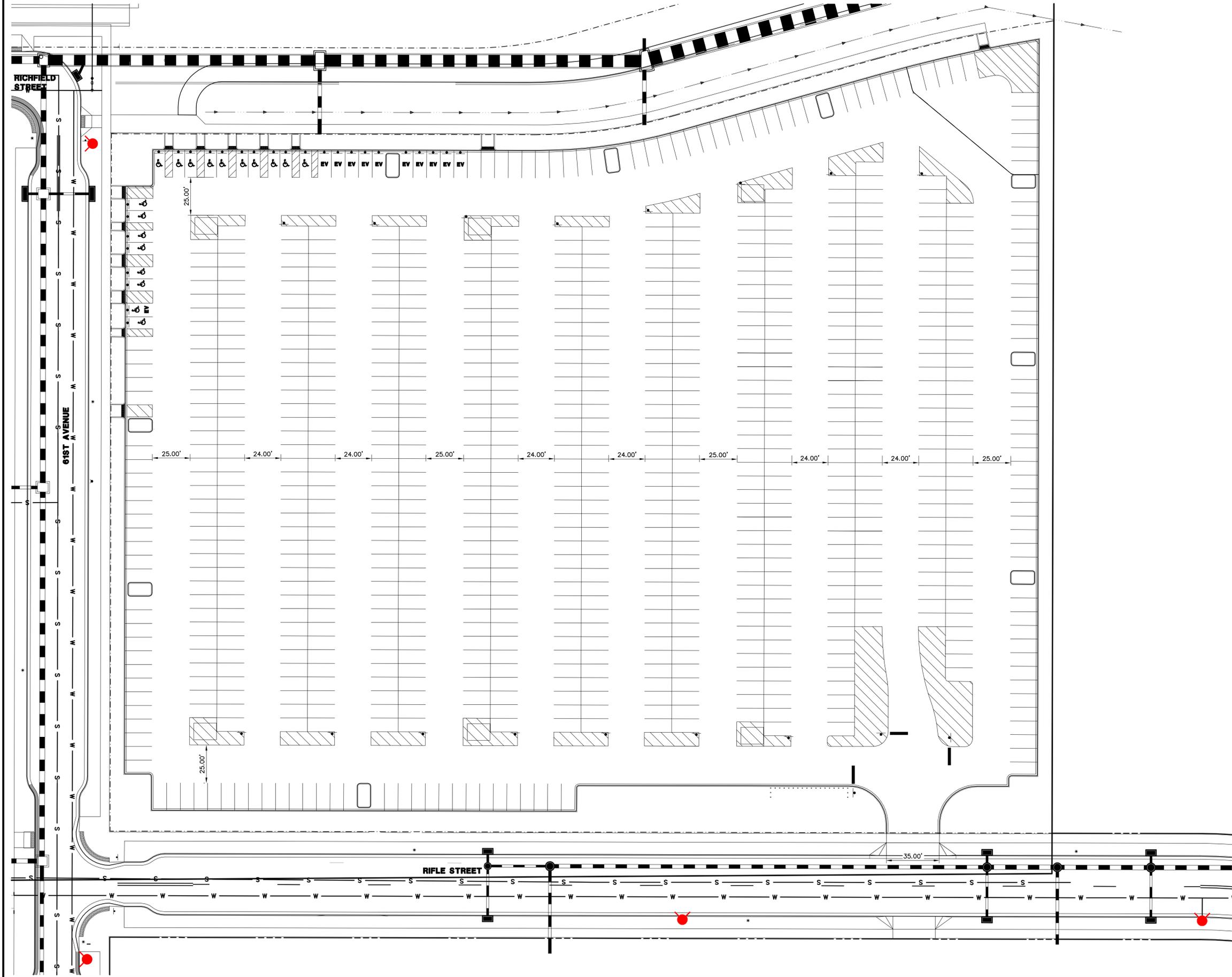
Landside Employee  
2,797 spaces

Airside Employee  
3,713 spaces

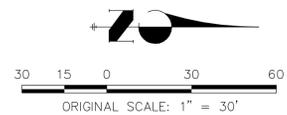
Mt Elbert  
Shuttle Lot  
8,597 spaces

# PEÑA STATION DEVELOPMENT

## FIRE HYDRANT LOCATIONS EXHIBIT



KEY MAP  
NTS



UNTIL SUCH TIME AS THESE DRAWINGS ARE APPROVED BY THE APPROPRIATE REVIEWING AGENCIES, OR ENGINEERING APPROVES THEIR USES DESIGNATED BY WRITTEN AUTHORIZATION.

PREPARED FOR  
**AVIATION STATION**  
METROPOLITAN DISTRICT NO. 1  
141 UNION BOULEVARD  
LAKEWOOD, CO 80223  
ATTN: MARK THROCKMORTON  
303-295-3071

**J.R. ENGINEERING**  
A Westman Company

Central 303-740-9888 • Colorado Springs 719-588-2583  
Fort Collins 970-491-9888 • www.jrengineering.com

BY	DATE	No.	REVISION

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