

## ON-CALL AGREEMENT FOR PROFESSIONAL SERVICES

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

### WITNESSETH:

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

**WHEREAS**, the City desires to obtain professional on-call marketing, advertising, media and creative services; and

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

**WHEREAS**, Contractor’s proposal was selected for award of the On-Call Marketing, Advertising, Media and Creative Services (the “**Project**”); and

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

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

#### 1. LINE OF AUTHORITY:

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

#### 2. SCOPE OF WORK AND CONTRACTOR RESPONSIBILITIES:

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

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

**B. Task Orders.** The Project Manager will issue task orders for work to be completed under this Agreement (“**Task Orders**”). The terms of each Task Order must include but are not limited to information regarding schedule, staffing, and pricing. The Director may reduce or increase the scope of work and/or staffing required by a Task Order and the time and cost of performance shall be adjusted to reflect the time and cost resulting from the reduction or increase. In the City’s sole discretion, the Project Manager may elect to directly solicit or competitively procure the work under each Task Order.

**C. Standard of Performance.**

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

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

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

**E. Subcontractors.**

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

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

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

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

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

**F. Personnel Assignments.**

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

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

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

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

**3. OWNERSHIP AND DELIVERABLES:**

Upon payment to Contractor, all records, data, deliverables, and any other work product prepared by Contractor or any custom development work performed by Contractor for the purpose of performing this Agreement on or before the day of the payment, whether periodic or final

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

#### **4. TERM AND TERMINATION:**

**A. Term.** The Term of this Agreement shall commence on the Effective Date and shall expire three (3) years from the Effective Date, unless terminated in accordance with the terms stated herein (the “**Expiration Date**”). The Term of this Agreement may be extended for two, one (1) year options, on the same terms and conditions, by written notice from the CEO to Contractor. However, no extension of the Term shall increase the Maximum Contract Amount stated below.

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

#### **C. Suspension and Termination.**

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

ii. Termination for Convenience. The City may terminate this Agreement at any time without cause upon written notice to Contractor.

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

- a. Terminate this Agreement for cause with ten (10) days prior written notice to Contractor; or
- b. Provide Contractor with written notice of the breach and allow Contractor an Opportunity to Cure.

iv. Opportunity to Cure. Upon receiving the City's notice of breach pursuant to Section 4(C)(iii)(b), Contractor shall have five (5) days to commence remedying its defective performance. If Contractor diligently cures its defective performance to the City's satisfaction within a reasonable time as determined by the City, then this Agreement shall not terminate and shall remain in full force and effect. If Contractor fails to cure the breach to the City's satisfaction, then the City may terminate this Agreement pursuant to Section 4(C)(iii)(a).

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

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

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

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

## **5. COMPENSATION AND PAYMENT:**

**A. Maximum Contract Amount.** Notwithstanding any other provision of this Agreement, the City shall not be liable under any theory for payment for services rendered and expenses incurred by Contractor under the terms of this Agreement for any amount in excess of the sum of **Six Million Three Hundred Seventy-Five Thousand Dollars and Zero Cents (\$6,375,000.00)** ("Maximum Contract Amount"). Contractor shall perform the services and be paid for those services as provided for in this Agreement, including in any Task Order(s), up to the Maximum Contract Amount.

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

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

**D. Fee.** Initial individual hourly rates and charges, including any applicable multiplier, are set forth in *Exhibit B*. The Project Manager, in his or her sole discretion, may annually adjust the hourly rates and/or the multiplier on the anniversary of the Effective Date through a Task Order applicable to future work as further provided in the Task Order. Hourly rate adjustments shall not exceed the Denver-Aurora-Lakewood Consumer Price Index issued by the U.S. Department of Labor, Bureau of Labor Statistics.

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

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

- i. Include an executive summary and status report(s) that describe the progress of the services and summarize the work performed during the period covered by the Invoice;
- ii. Include a statement of recorded hours that are billed at an hourly rate;
- iii. Include the relevant purchase order ("**PO**") number related to the Invoice;
- iv. Ensure that amounts shown on the Invoices comply with and clearly reference the relevant services, indicate the hourly rate and multiplier where applicable, and identify the allowable reimbursable expenses;

v. For only those reimbursable costs incurred in the previous month, submit itemized business expense logs and, where billing is based upon receipts, include copies of receipts for all allowable reimbursable expenses;

vi. Include the signature of an authorized officer of Contractor, along with such officer's certification they have examined the Invoice and found it to be correct; and

vii. Submit each Invoice via email to ContractAdminInvoices@flydenver.com.

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

ix. Travel Expenses. Travel and any other expenses are not reimbursable unless such expenses are related to and in furtherance of the purposes of Contractor's engagement, are in accordance with this Agreement, and Contractor receives prior written approval of the Director or their authorized representative.

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

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

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

## **6. MWBE, WAGES AND PROMPT PAYMENT:**

### **A. Minority and Women Owned Business Enterprise ("MWBE").**

i. This Agreement is subject to D.R.M.C. Article V of Chapter 28, designated as §§ 28-117 to 28-199 (the "**MWBE Ordinance**"); and any Rules and Regulations promulgated pursuant thereto. The Contractor's Goal Commitment to MWBE participation for this Agreement is 30% as stipulated in the Division of Small Business Opportunity's ("**DSBO**") Commitment to MWBE Participation Form, submitted by the Contractor.

ii. Under D.R.M.C § 28-132, the Contractor has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with the MWBE participation upon which this Agreement

was awarded, unless the City initiates a material modification to the scope of work affecting MWBEs performing on this Agreement through contract amendment, or other modifications under D.R.M.C. § 28-133. The Contractor acknowledges that:

- a. If directed by DSBO, the Contractor is required to develop and comply with an approved Utilization Plan and the requirements therein, in accordance with D.R.M.C § 28-129(c). Along with Utilization Plan requirements, the Contractor must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE requirement. The Utilization Plan is subject to modification by DSBO.
- b. If contract modifications are issued under the Agreement, the Contractor shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases under D.R.M.C. § 28-133, regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification of the change to the City.
- c. If amendments or other contract modifications are issued under the Agreement that include an increase in the scope of work of this Agreement, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such change or modification shall be immediately submitted to DSBO for notification purposes.
- d. Those amendments or other modifications that involve a changed scope of work that cannot be performed by existing project subcontractors are subject to the original requirement on the contract. The Contractor shall satisfy such requirement with respect to the changed scope of work by soliciting new MWBEs in accordance with D.R.M.C. §§ 28-133. The Contractor must also satisfy the requirements under D.R.M.C. §§ 28-128 and 28-136, with regard to changes in MWBE scope or participation. The Contractor shall supply to DSBO all required documentation under D.R.M.C. §§ 28-128, 28-133, and 28-136, with respect to the modified dollar value or work under the contract.
- e. If applicable, for contracts of one million dollars (\$1,000,000.00) and over, the Contractor is required to comply with D.R.M.C. § 28-135, regarding prompt payment to MWBEs. Payment to MWBE subcontractors shall be made no later than thirty-five (35) days after receipt of the MWBE subcontractor's invoice.

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

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

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

Date bid or proposal issuance was advertised: July 23, 2025.

- i. Prevailing wage and fringe rates will adjust on the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable.
- ii. Contractor shall provide the Auditor with a list of all subcontractors providing any services under the Agreement.
- iii. Contractor shall provide the Auditor with electronically-certified payroll records for all covered workers employed under this Agreement.
- iv. Contractor shall prominently post at the work site the current prevailing wage and fringe benefit rates. The posting must inform workers that any complaints regarding the payment of prevailing wages or fringe benefits may be submitted to the Denver Auditor by calling (720) 913-5000 or emailing [auditor@denvergov.org](mailto:auditor@denvergov.org).
- v. If Contractor fails to pay workers as required by the Prevailing Wage Ordinance, Contractor will not be paid until documentation of payment satisfactory to the

Auditor has been provided. The City may, by written notice, suspend or terminate work if Contractor fails to pay required wages and fringe benefits.

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

**E. City Prompt Pay.**

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

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

**7. INSURANCE REQUIREMENTS:**

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

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

**C.** The City in no way warrants or represents the minimum limits contained herein are sufficient to protect Contractor from liabilities arising out of the performance of the terms and conditions of this Agreement by Contractor, its agents, representatives, employees, or

subcontractors. Contractor shall assess its own risks and maintain higher limits and/or broader coverage as it deems appropriate and/or prudent. Contractor is not relieved of any liability or other obligations assumed or undertaken pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

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

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

## **8. DEFENSE AND INDEMNIFICATION:**

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

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

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

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

shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

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

**9. DISPUTES:**

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

**10. GENERAL TERMS AND CONDITIONS:**

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

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

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

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

**E. Compliance with Patent, Trademark and Copyright Laws.**

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

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

**F. Notices.**

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

by Contractor to:

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

And by the City to:

Attn: Karsh Hagan, LLC  
685 S Broadway  
Denver, Colorado 80209

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

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

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

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

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

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

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

**L. Cooperation with Other Contractors.**

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

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

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

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

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

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

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

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

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

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

i. For purposes of this Agreement the terms "Hazardous Materials" shall refer to those materials, including without limitation asbestos and asbestos-containing materials, polychlorinated biphenyls (PCBs), per – and polyfluoroalkyl substances (PFAS), oil or any other petroleum products, natural gas, source material, pesticide, and any hazardous waste, toxic substance or related material, including any substance defined or treated as a "hazardous substance," "hazardous waste" or "toxic substance" (or comparable term) in

the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sec. 9601 *et seq.* (1990)), the Toxic Substances Control Act (15 U.S.C. Sec. 2601 *et seq.* (1990)), and any rules and regulations promulgated pursuant to such statutes or any other applicable federal or state statute.

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

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

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

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

## **11. RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS:**

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

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

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

**D. Colorado Open Records Act.**

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

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

**E. Examination of Records and Audits.**

i. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement.

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

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

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

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

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

**H. Conflict of Interest.**

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

an unfair advantage over one or more firms competing for the work, or a financial or other interest in other scopes of work.

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

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

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

## **12. SENSITIVE SECURITY INFORMATION:**

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

## **13. DEN SECURITY:**

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

and fees assessed by the FAA or TSA against the City due to the actions of Contractor and/or its agents will be deducted directly from the invoice for that billing period.

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

**14. FEDERAL RIGHTS:**

This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes and the expenditure of federal funds for the extension, expansion or development of the Airport System. As applicable, Contractor shall comply with the Standard Federal Assurances identified in Appendix 1.

**15. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:**

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

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

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

- Appendix No. 1
- Section 1 through 16 hereof
- Exhibit A
- Exhibit B
- Exhibit C
- Exhibit D

**16. CITY EXECUTION OF AGREEMENT:**

**A. City Execution.** This Agreement is expressly subject to, and shall become effective upon, the execution of all signatories of the City and, if required, the approval of Denver

City Council. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same.

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

**[SIGNATURE PAGES, APPENDIX NO. 1, AND EXHIBITS TO FOLLOW]**

**Contract Control Number:** PLANE-202579916-00  
**Contractor Name:** Karsh Hagan, LLC

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

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

PLANE-202579916-00  
Karsh Hagan, LLC

DocuSigned by:  
*Kathy Hagan*  
ECA041F10E064F1...

2/9/2026 | 7:39 PM PST

By: \_\_\_\_\_

Kathy Hagan

Name: \_\_\_\_\_  
(please print)

Title: CEO  
\_\_\_\_\_  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

## **Appendix No. 1**

### **Standard Federal Provisions**

## GENERAL CIVIL RIGHTS PROVISIONS

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

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

### COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

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

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

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

## TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (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 (42 U.S.C. § 12101, et seq) (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) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq).

#### **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

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

#### **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.



## **Exhibit A**

### **Creative and Marketing Services RFP General Scope of Work – Denver International Airport Description**

The City and County of Denver, by and through its Department of Aviation (“City”) has retained a creative on-call marketing, advertising, media, communications and design firm (“Agency” or “Contractor”) for the purposes of selecting firms to provide City with on-call marketing, advertising, media, communications and design services for Denver International Airport (“DEN” or “Client”).

### **Proposal Details**

Contractor will provide DEN with cost-effective, thoughtful, strategic marketing plans and executions that are based on sound business reason and measurable with actionable analytics. Such services may include but are not limited to:

- Development of marketing strategies and strategic brand and marketing and media activation plans for DEN including metrics, development of compatible and complementary marketing plans, promotions and campaigns for the airport overall and for specific programs and initiatives (concessions, parking, construction, events etc.) with unique objectives for each program that align to overall airport goals
- Evaluating and maintenance of existing DEN brand and conducting new research as requested to evaluate DEN messaging, customer segmentation and personas
- Developing targeted creative assets and messaging strategies with a focus on public relations, marketing, communications, digital, advertising (TV, radio, print, OOH, inairport), social media, promotions, visual assets and viral moments ensuring brand alignment with the airport’s strategic objectives and brand guidelines
- Ensuring that the strategies developed for DEN are aligned and complimentary to that of the City and other partners as needed

DEN has engaged one marketing and advertising agency of record to bring diversity of thought, skillset and unique specialties in order to service projects and initiatives of various size and caliber. This RFP was proposed as a three-year engagement with the potential to extend an additional two years. Due to the nature of onboarding agencies with branding, marketing and creative services, the ramp-up is considerable and time-consuming and as such, we have included a five-year budget should DEN decide to exercise the extension options.



## General Scope of Work (SOW)

### I. Executive Summary

This SOW includes the detailed scope of services that Contractor will perform for Client as its general agencies of record. Contractor will provide services related to the Client's strategic marketing needs in the areas of advertising, marketing, media services, promotions, creative services and customer research including account management and marketing campaigns. These services will be delivered over a three-year period, beginning Q4 2025.

### II. Contractor's services are described as follows. The following sections outline in detail the services that Contractor will provide to support these initiatives.

#### A. Account Management Services

1. Contractor will manage overall relationships with DEN, as well as its relationships/interactions with advertising media and other subcontractors.
2. Contractor will provide strategic insight and direction that pertains to marketing communications in the aviation, travel/tourism industry and related topics.
3. Contractor will conduct a comprehensive analysis of Client's current market position and perceptions.
4. Contractor will act as a primary contact for the Client's team, channeling questions and requests.
5. Contractor will develop creative briefs, upon receipt of input from Client, for each project that describes the strategy, specific goals and message of each project.
6. Contractor will manage all ongoing projects, including timelines, budgets and invoices. Contractor will maintain monthly budget reporting to Client on Budget vs. Expenditures.
7. Contractor will participate and present at Client stakeholder and meetings with various divisions with DEN and other groups with related advertising and marketing needs.
8. Contractor will have the ability to contract with diverse or other international marketing firms and sub-contract for various services as needed to implement approved marketing, advertising and media plans.



Subcontracts may include the design, production and implementation of services related to the marketing plan.

9. Contractor will study and analyze the Client's audience and markets as well as the key current and future competitors' strategies, programs, spending and provide an in-depth analysis and written report.
10. Contractor will secure industry research from internal and external parties and assess findings related to airport offerings including parking, concessions and customer experience to determine brand marketing communications effectiveness, opportunities and needs.
11. Contractor will conduct marketing surveys as needed in addition to any other market research needs such as concept and creative testing, advertising awareness and opinion studies, focus groups, passenger surveys, A/B testing, etc.
12. Contractor will ensure all work is ADA compliant with both federal and state regulations. Contractor will ensure measures are taken to ensure 100% compliance across print and digital assets.
13. Contractor will be prepared to present ideas and strategies to DEN senior leadership.
14. Contractor will take all reasonable precautions to guard against any loss to the Client through the failure of suppliers or sub-contractors to execute properly their commitments.
15. Contractor will recommend, prepare and submit entries for related industry awards.
16. Contractor will complete other programs/projects as assigned.

**B. Marketing Campaigns and Promotions**

1. Contractor will develop overarching brand marketing for various initiatives but will also be expected to integrate several other project or initiative-specific marketing or communication projects to ensure they are all cohesive and brand aligned and meet the needs of other divisions as necessary.
2. With each campaign, Contractor will work closely with Client's other partners to ensure that all campaigns are consistent across all media and channels.
3. Contractor will create, prepare and submit for Client approval, marketing plans and ideas, marketing communications materials and



advertising and campaign concepts, rough layouts, rough storyboards, draft scripts and plans for the production and execution thereof.

4. Contractor will ensure alignment with stakeholders on marketing efforts.
5. Contractor will ensure all marketing, advertising, promotional elements, etc. align with DEN brand guidelines and policies and any other guidelines for other groups as specified by the Client during the contract period.
6. Contractor will develop, provide and implement marketing plans and corresponding budgets for all DEN programs (i.e. Brand, Concessions, Parking, etc.) on an annual basis. This includes strategy and account planning, advertising, marketing, media, promotions, customer experience and market research for the length of the contract.
  - a) Contractor will develop a long-term marketing strategy aligned with business objectives.
7. Contractor will proofread all copy created by Contractor, including copy approved by the Client, and ensure that all such materials deemed approved have been reviewed and approved through Client's internal review process and are of the highest quality.
8. Contractor will provide creative consulting, sharing with the Client the Contractor's best practices and expertise for brand advocacy and creative continuity.
9. Contractor will execute and implement marketing plans and advertising in finished form, monitoring progress and results and recommending adjustments as needed.
10. Contractor will contract with various production companies, photographers, studios and other necessary vendors to execute marketing plan.
11. Contractor will traffic and disperse all necessary materials to media suppliers/agency, printers and all third parties needed to accomplish Client-approved marketing/advertising plans, programs and campaigns.

C. Creative Services

1. Contractor will design, create and manage local, national and international creative assets for an advertising plan and other marketing efforts, that may include but are not limited to:
  - a) Broadcast



- b) Digital
  - c) Print
  - d) Out-of-Home
  - e) Social Media
  - f) In-Airport and non-traditional
2. Contractor will have the ability to create high quality video content from end to end including script writing, storyboarding, talent sourcing and hiring, props and costumes and all other video production steps.
  3. Contractor will maintain a clear strategy for utilizing, monitoring and evaluating new technology including Artificial Intelligence (AI). When AI or machine learning tools are used, it must comply with City policies and must be disclosed. Full transparency regarding the use of AI is required.

D. Media Services

1. Contractor will develop and execute a comprehensive media strategy across multiple channels to maximize ROI. Plan and negotiate media buying for all identified platforms.
2. Contractor will create holistic media plan recommendations reflective of the key metrics, research against the target audiences and creative recommendations and direction
3. Contractor’s planning responsibilities include:
  - a) Media plan recommendations and development, refinements and amendments as needed throughout the fiscal year
  - b) Target audience development/refinement as needed for all customer market targets.
  - c) Media planning/buying will include the use of all media vehicles as needed based on strategic direction and target audience media usage (radio, print, trade publications, digital, out-of-home, etc.) and budget.
4. All media buying performed by Contractor will include:
  - a) Pre-buy estimates
  - b) Goal accountability and defined delivery as well as cancellation guarantees
  - c) Buy negotiations, contracts and placements
  - d) Program/station determination
  - e) Added value negotiations/recap



- f) Timely post-buy analyses and all billing/payment of invoices
- 5. Contractor will proactively identify and assess new opportunities and developments in media consumption and viewpoints that may impact Client in the short and long term
- 6. Contractor will access and utilize industry benchmarking data to prove campaign success and ROI and optimize campaigns for performance.
- 7. Contractor will maintain superior negotiation and stewardship of Client media buys.
- 8. Contractor will act as primary contact, on behalf of the airport, with media reps.

**Exhibit B (Rates)**

<b>Denver International Airport Agency of Record RFP Exhibit B (Labor Rates by Type of Work)</b>				
	<b>Company Name</b>	<b>Prime/Subcontractor</b>	<b>Type of Work</b>	<b>Hourly Rate (Legacy DEN Rate)</b>
	Karsh Hagan	Prime	Account Coordination	\$150
	Karsh Hagan	Prime	Account Management	\$150
	Karsh Hagan	Prime	Agency Principle(s)	\$150
	Karsh Hagan	Prime	Art Direction/Graphic Design	\$150
	Karsh Hagan	Prime	Audio Production	\$150
	Karsh Hagan	Prime	Audio Recording	\$150
	Karsh Hagan	Prime	Automated Marketing	\$150
	Karsh Hagan	Prime	Brand Strategy	\$150
	Karsh Hagan	Prime	Content Management	\$150
	Karsh Hagan	Prime	Content Strategy	\$150
	Karsh Hagan	Prime	Copywriting	\$150
	Karsh Hagan	Prime	Creative Direction	\$150
	Karsh Hagan	Prime	Creative Supervision	\$150
	Karsh Hagan	Prime	Creative Technology	\$150
	Karsh Hagan	Prime	Creative Technology Strategy	\$150
	Karsh Hagan	Prime	Data Architect	\$190
	Karsh Hagan	Prime	Digital Asset Management/Art Buying	\$150
	Karsh Hagan	Prime	Digital Campaign Management	\$150
	Karsh Hagan	Prime	Digital Production	\$150
	Karsh Hagan	Prime	Digital Programming	\$175
	Karsh Hagan	Prime	Digital Project Management	\$150
	Karsh Hagan	Prime	Experience Planning	\$150
	Karsh Hagan	Prime	Illustration	\$180
	Karsh Hagan	Prime	Image Retouching/Resizing	\$175
	Karsh Hagan	Prime	Integrated Media Production	\$150
	Karsh Hagan	Prime	Management Supervision	\$150
	Karsh Hagan	Prime	Marketing Analysis	\$150
	Karsh Hagan	Prime	Media Analysis	\$150
	Karsh Hagan	Prime	Media Coordination	\$150
	Karsh Hagan	Prime	Media Planning/Buying	\$150
	Karsh Hagan	Prime	Media Supervision	\$150
	Karsh Hagan	Prime	Motion Graphics	\$225

	Karsh Hagan	Prime	Other: Business Intelligence	\$150
	Karsh Hagan	Prime	Photography	\$225
	Karsh Hagan	Prime	PPC Management	\$150
	Karsh Hagan	Prime	Programming	\$170
	Karsh Hagan	Prime	Project Management	\$150
	Karsh Hagan	Prime	Public Relations	\$175
	Karsh Hagan	Prime	Radio Production	\$150
	Karsh Hagan	Prime	Research	\$150
	Karsh Hagan	Prime	Social Media Strategy	\$150
	Karsh Hagan	Prime	Studio Mechanicals	\$175
	Karsh Hagan	Prime	Video Editing	\$190
	Karsh Hagan	Prime	Video Production	\$150
	Karsh Hagan	Prime	Videography	\$225

**Denver International Airport Creative Services RFP Exhibit B (Other Rates/Hard Costs)**

	<b>Company Name</b>	<b>Prime/Subcontractor</b>	<b>Type of Work</b>	<b>Hourly Rate/Flat Fee</b>	<b>Hourly or Flat Rate</b>	<b>Notes</b>
	Karsh Hagan	Prime	Agency fees for staying on top of DEN and industry	\$150	hourly	Legacy DEN Project Rate
	Karsh Hagan	Prime	Content studio costs for print and	175	hourly	
	Karsh Hagan	Prime	Copies, travel, deliveries	TBD	flat rate	
	Karsh Hagan	Prime	Digital File Transfers	\$50 ea.	flat rate	
	Karsh Hagan	Prime	Digital Media Storage	\$275 per shoot	flat rate	
	Karsh Hagan	Prime	Mileage	Annual IRS Rate	cents per mile	
	Karsh Hagan	Prime	Other (to be completed by Proposer)	TBD	TBD	varies by project
	Karsh Hagan	Prime	Other file storage	TBD	flat rate	
	Karsh Hagan	Prime	Traffic Services	\$25 ea.	flat rate	
	Karsh Hagan	Prime	Video Compression	\$35 ea.	flat rate	

**EXHIBIT C**

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

**A. Certificate Holder and Submission Instructions**

Commercial Operator must provide a Certificate of Insurance as follows:

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

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

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

**B. Defined Terms**

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

**C. Coverages and Limits**

1. Commercial General Liability

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

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

2. Business Automobile Liability

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

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

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

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

3. Workers' Compensation and Employer's Liability Insurance

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

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

4. Property Insurance

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

5. Cyber Insurance

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

6. Technology Errors and Omissions

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

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

7. Unmanned Aerial Vehicle (UAV) Liability:

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

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

8. Excess/Umbrella Liability

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

**D. Reference to Project and/or Contract**

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

**E. Additional Insured**

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

**F. Waiver of Subrogation**

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

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

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

**G. Notice of Material Change, Cancellation or Nonrenewal**

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

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

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

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

## **H. Cooperation**

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

## **I. Additional Provisions**

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

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

**J. Part 230 and the DEN Airport Rules and Regulations**

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

**K. Applicability of ROCIP Requirements**

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

[DEN ROCIP Safety Manual](#)

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

[DEN ROCIP Insurance Manual](#)

[DEN ROCIP Claims Guide](#)

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



# (DEN EDI PLAN) (M/WBE) DEN EQUITY, DIVERSITY, AND INCLUSION PLAN

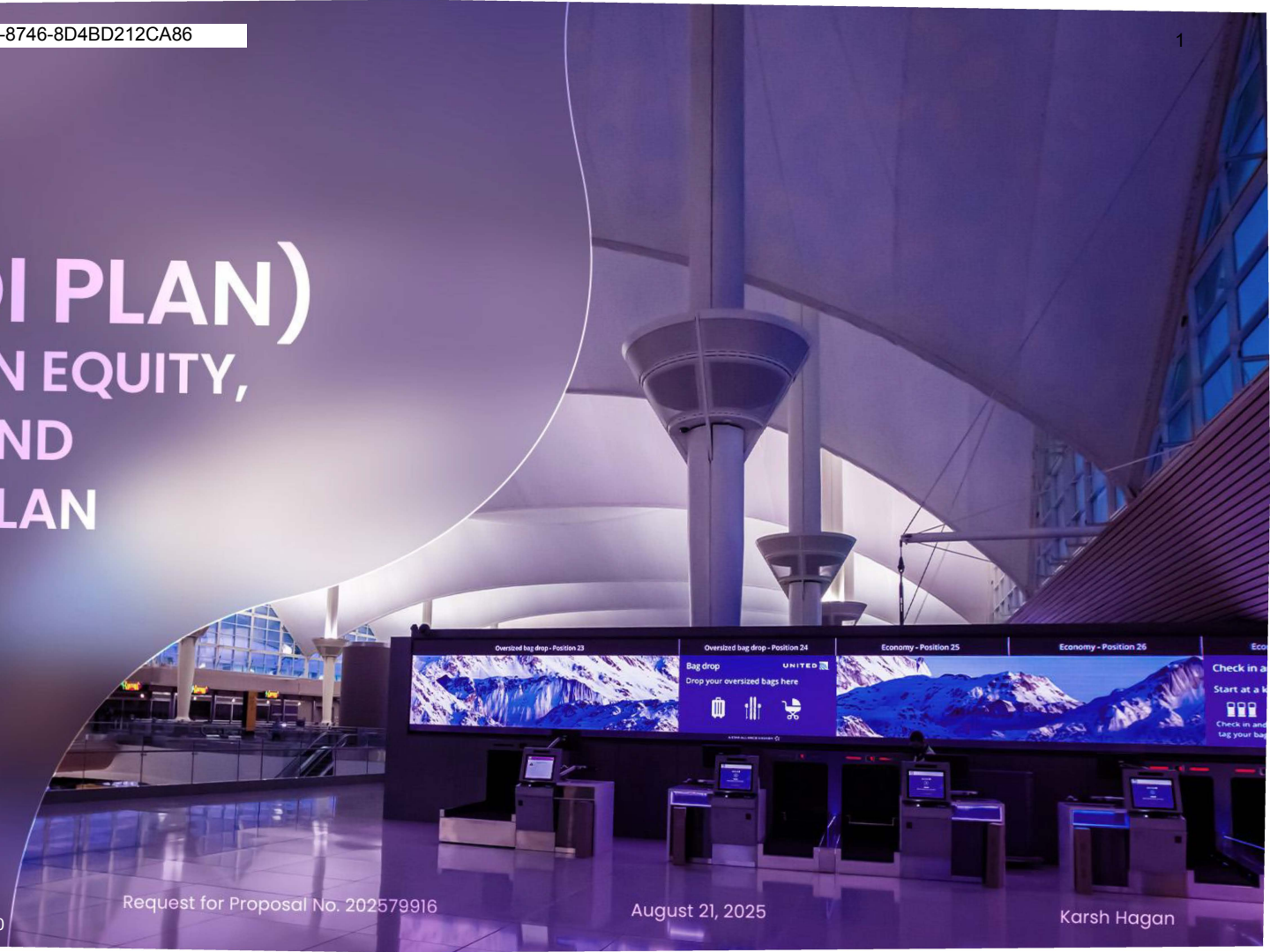
## SECTION 2

On-Call Marketing, Advertising,  
Media and Creative Services  
Karsh Hagan, LLC | Contract No. 202579916-00

Request for Proposal No. 202579916

August 21, 2025

Karsh Hagan



## SECTION 2

## DEN EDI PLAN

### HUB EQUITY, DIVERSITY, AND INCLUSION PLAN

At Karsh Hagan, we share DEN's and the City of Denver's commitment to building a more equitable, inclusive, and sustainable business community, and we know that historically underutilized businesses (HUBs) are essential to that vision.

We actively seek opportunities to work with HUBs of all kinds, including those owned by women, people of color, veterans, LGBTQ+ individuals, people with disabilities, and businesses in economically distressed neighborhoods. Our approach goes beyond meeting participation goals. We focus on building relationships, sharing resources, and creating pathways for long-term success through collaboration, mentorship, technical assistance, and community engagement.

**The following plan outlines how we put that commitment into action. It details our strategies, partnerships, and practices for engaging HUBs in ways that drive impact, strengthen communities, and align with the City's values.**

## SECTION 2

## DEN EDI PLAN

### A. EQUITY, DIVERSITY, AND INCLUSION STRATEGIES

For us, EDI isn't just a compliance goal. It's part of how we work, who we work with, and the kind of impact we want to have. We know that diverse perspectives make our ideas sharper, our campaigns stronger, and our community healthier. Our approach is designed to not only find and work with historically underutilized businesses (HUBs), but to build relationships that last.

#### STRATEGIES:

- Build and strengthen relationships with the MWBE firms we've chosen to partner with.
- Identify new HUB vendors that may fulfill specific needs of the contract.
- Embed HUB and EDI awareness into daily operations through staff training, procurement policies, and partner collaboration.
- Document, measure, and report progress through our internal tracking systems.

#### TACTICS:

- Maintain a central HUB vendor database in our project management system.
- Require three (3) competitive bids, with at least one from a HUB vendor, for every subcontracting opportunity.
- Expand our HUB pool via targeted outreach through prime vendors, KH clients, chambers of commerce, and professional networks.
- Add HUB status questions to vendor onboarding surveys.
- Share HUB success stories through Karsh Hagan channels to inspire broader participation.

## SECTION 2

## DEN EDI PLAN

### B. TECHNICAL ASSISTANCE & SUPPORT SERVICES

We understand that access to opportunity isn't always equal. HUB partners may face real barriers to resources, networks, or capital, and we believe we can play a role in helping close those gaps.

By opening doors, making introductions, and sharing what we know, we help level the playing field so great work can rise to the top.

<b>Contacts &amp; Referrals:</b>	Leverage our 45+ years of business relationships to connect HUBs to partners across Colorado and beyond, including clients like Visit Denver, Colorado Tourism Office, Office of Economic Development and International Trade (OEDIT), and Denver Council of Regional Governments (DRCOG).
<b>Industry Connections:</b>	Facilitate introductions to local and national agencies, production companies, consultants, marketing vendors, and industry organizations.
<b>Prompt Payment:</b>	Guarantee HUB vendors are paid within 15 days of invoice receipt.
<b>Shared Space &amp; Resources:</b>	Offer underutilized office space, high-speed internet, printing, meeting rooms, software access (like Monday.com for project management), and other business resources for HUB partners to use at no cost.
<b>Mentorship &amp; Joint Ventures:</b>	<ul style="list-style-type: none"> <li>● Provide access to KH “mentor pods” made up of agency specialists for coaching on marketing, pitching, and project management.</li> <li>● Explore co-bidding opportunities with HUB partners where applicable.</li> <li>● Provide access to KH AI tools and Innovation Taskforce for training and applied solutions.</li> </ul>

## SECTION 2

## DEN EDI PLAN

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### C. PROCUREMENT PROCESS

We see procurement as more than a transaction. It's a direct opportunity to create access, remove barriers, and build lasting partnerships. Our process is designed to ensure that HUB participation is intentional, measurable, and embedded at every stage of sourcing and selection. By combining transparent practices with proactive outreach, we aim to foster a vendor ecosystem that reflects the diversity and talent of our community.

#### CORE PRINCIPLES:

- Share our EDI and MWBE plan with vendors and internal teams to set expectations from the outset.
- Build historically underutilized businesses participation requirements into RFPs, bid requests, and evaluation criteria.
- Evaluate bids on total value, including cultural competency, community impact, and past performance—not just cost.
- Maintain a central HUB vendor database and proactively invite HUB vendors to participate in competitive opportunities.
- Offer bid-prep guidance for HUB vendors new to our process and require subcontractors to cascade HUB participation goals.
- Track HUB spend and participation by project, reporting quarterly and using post-project debriefs to improve inclusivity in procurement.

## SECTION 2

## DEN EDI PLAN

### C. PROCUREMENT PROCESS

#### PROCESS FLOW SUPPORTING THESE CORE PRINCIPLES:

- |  |   |
|--|---|
| <b>1. Vendor Assessment &amp; Database Search</b>            | Identify qualified vendors using our HUB database, certification directories, and referrals from partners.            |
| <b>2. Targeted Outreach &amp; Bidding</b>                    | Extend direct invitations to HUB vendors, encourage participation, and provide bid-prep support if needed.            |
| <b>3. Evaluation &amp; Award</b>                             | Score proposals on multiple weighted factors, including EDI commitment and ability to deliver community benefits.     |
| <b>4. Activation &amp; Performance Monitoring</b>            | Onboard vendors with clear expectations, performance metrics, and communication protocols.                            |
| <b>5. Completion Assessment &amp; Continuous Improvement</b> | Conduct post-project evaluations with HUB vendors and internal teams to refine processes and capture lessons learned. |

## SECTION 2

## DEN EDI PLAN

### D. COMMUNICATION & VENDOR MANAGEMENT

We believe strong relationships start with clarity and trust. That means setting expectations early, communicating often, and making sure HUB partners have the tools they need to succeed from day one.

- **Assign a HUB Engagement Lead for each project to oversee onboarding, scheduling, and performance tracking.**
- **Provide onboarding sessions to align on contract requirements, timelines, safety standards, and scope.**
- **Conduct post-project reviews with HUB vendors to assess outcomes, identify improvements, and document lessons learned for future collaboration.**

### E. PAST PERFORMANCE

#### SUPPLIER DIVERSITY PROGRAM

We continue to expand our efforts to find, vet, and hire diverse vendors who have historically underutilized status. We have worked with a wide variety of minority and women-owned businesses over the years to support our work for DEN. Here are just a few:

- Yellow Dog
- Harmonic Media
- Circle Graphics
- Direct Edge (Sign Language XL)
- Eye Candy Sculptures
- Proctor Productions
- Launch LLC
- The Block Agency
- Radical Artists Agency
- Wilhelmina Denver LLC
- Big Fish Talent Agency
- Miguel Hernandez

## SECTION 2

## DEN EDI PLAN

### E. PAST PERFORMANCE

#### EXPERIENCE ENGAGING WITH MARGINALIZED COMMUNITIES

At Karsh Hagan, inclusive engagement is not an afterthought; it's a foundational principle that shapes our strategic, creative and media work from the ground up. We have deep experience working with communities that have been historically marginalized, including Black and Indigenous communities, LGBTQIA+ audiences, Spanish-speaking Coloradans, rural residents, individuals with behavioral health conditions, and more.

#### CAMPAIGNS CREATING AUTHENTIC, CULTURALLY-RELEVANT ENGAGEMENT:

##### DENVER HEALTH – YES ON 2Q

Karsh Hagan partnered with Denver Health, Denver's essential safety-net provider, to build awareness, overcome stigma, and mobilize public support for a permanent funding measure. Many residents, especially in lower-income and historically underserved neighborhoods, were unaware of Denver Health's full scope of services. Our "Heart of Denver" campaign spotlighted providers in both hospitals and neighborhoods, connecting their mission to civic pride. Media was strategically placed to reach all residents, with targeted messaging for disadvantaged audiences.

The result: 97% of adults in our target region were reached, 76% learned something new, and 64% indicated support for the measure—momentum that led to the successful passage of ballot measure 2Q. This work secured sustainable funding for equitable healthcare access and demonstrated our ability to engage diverse communities in complex, high-stakes public issues.



## SECTION 2

## DEN EDI PLAN

### E. PAST PERFORMANCE

#### EXPERIENCE ENGAGING WITH MARGINALIZED COMMUNITIES



#### **CAMPAIGNS CREATING AUTHENTIC, CULTURALLY-RELEVANT ENGAGEMENT: DENVER REGIONAL COUNCIL OF GOVERNMENTS – CLIMATE POLLUTION REDUCTION GRANT**

Karsh Hagan is partnering with DRCOG to launch a \$14M, multi-year marketing program in support of a \$200M federal Climate Pollution Reduction Grant. This initiative will decarbonize buildings across the Denver metro area, with targeted investment in low-income and disadvantaged communities most affected by environmental and economic burdens. As lead advertising agency, we're developing an integrated marketing platform to drive consumer participation, engage industry partners, support workforce development, and align regional policy—leveraging local voices and expertise, and identifying opportunities to work with HUB vendors that can bring added value and community connection to the program.

Our campaigns will connect residents, contractors, and policymakers with accessible pathways to weatherization, electrification, and financial incentives—ensuring equitable access to clean energy benefits. Rooted in community engagement, culturally relevant messaging, multilingual outreach, and collaboration with trusted organizations, this work aims to deliver measurable participation from historically underserved groups and help create a healthier, more sustainable future for all who call the Denver region home.

## SECTION 2

## DEN EDI PLAN

### E. PAST PERFORMANCE

#### TAILORING MESSAGING FOR MULTICULTURAL AUDIENCES

Effective communication is never a one-size-fits-all approach. We recently partnered with Denise Soler-Cox, a multicultural specialist, to better understand the first-generation Latino traveler and how to address this audience in an authentic, thoughtful way.



Denise Soler-Cox  
CEO/Founder, Project Eñye  
Karsh Hagan, LLC  
Contract No. 202579916-00

#### THROUGH OUR PARTNERSHIP, WE IDENTIFIED 3 KEY AREAS OF FOCUS:



##### **The Collective:**

This audience values the collective over the individual. With that in mind, we included multigenerational travel messaging, focusing around bringing the whole family.



##### **The Language:**

To invoke a sense of nostalgia and familiarity, we used 'Spanglish' instead of English or Spanish, as this is most commonly used in first-generation Latino homes.



##### **The Invitation:**

Our general campaign message was 'All Ways Welcome' but this audience prefers to feel invited. We created an entirely new campaign, '¿Listos? Let's Go!', to address the gap in our messaging.

## SECTION 2

## DEN EDI PLAN

### F. PROPOSER'S CULTURE

#### COLORADO'S ONLY FULL-SERVICE AGENCY WITH A DEDICATED MULTICULTURAL MEDIA TEAM

Our in-house multicultural media experts speak Spanish fluently and bring lived experience to every stage of the process, from evaluating creative to selecting the right media mix. We maintain trusted relationships with Spanish-language TV, radio, print, and digital outlets, enabling us to secure authentic, high-impact placements that connect with audiences on a deeper level.

This cultural fluency allows us to assess messaging with a critical eye, ensuring it's not just translated, but culturally relevant and resonant. Whether developing a comprehensive Spanish-language campaign or integrating multicultural media into a broader strategy, we combine market insights, analytics, and creativity to deliver results that feel genuine and drive engagement.



CREATIVE  
WORKS

FROM

AROUND  
THE  
GLOBE

## SECTION 2

## DEN EDI PLAN

### F. PROPOSER'S CULTURE

Our commitment to EDI starts inside our own walls. We build diverse teams, give people room to grow, and expect every partner to share the same respect for equity and inclusion that we do.

**CULTIVATING  
INCLUSIVITY KEEPS  
THE INCREDIBLE  
IDEAS FLOWING.**

**We want to be the creators of ideas that meet audiences where they are, that tap into truths of their everyday lives, that resonate deeply and enduringly. As a result, we're consistently challenging ourselves to cultivate a culture of inclusion.**

#### WHAT WE'VE BEEN DOING

Our track record reflects decades of collaboration with diverse businesses and community organizations and a belief that EDI makes the work better and the results stronger. Here are some of the ways we have been promoting equity, diversity and inclusion over the years.

#### COLORADO WOMEN BUSINESS RANKINGS

Karsh Hagan has been consistently recognized as one of the Top 100 Women-Owned Businesses in Colorado – ranking in 2024 at #25 by *Denver Business Journal* and #24 by *Colorado Biz*. Our agency is women-led and two-thirds of our staff identify as women.



## SECTION 2

## DEN EDI PLAN

### F. PROPOSER'S CULTURE

#### STUDENT SCHOLARSHIP

Over 30 years ago, Karsh Hagan established a Scholarship Endowment Fund to provide scholarships to students of diverse backgrounds enrolled in the advertising program at the College of Media, Communications and Information at CU Boulder. Earmarked for culturally diverse students to fund partial tuition and other expenses, this endowment has grown to over \$185,000.

#### SPEAKERSHIP SERIES

Karsh Hagan presents a signature speakership series, Profiles of Purpose, to regularly include diverse speakers to inspire our staff and clients alike with their purpose and their expertise. This summer we were honored to host Jamie Van Leeuwen, whose work as a global philanthropist and advocate for marginalized communities offered powerful insights into leadership, equity, and creating lasting social impact.

#### STUDENT MENTORSHIP

Twice a year, Karsh Hagan hosts Beyond KH: Agency 101—a program designed to support underrepresented and diverse students from area universities. Employees from every agency discipline volunteer their time to share career insights, demystify the advertising industry, review portfolios, and provide networking opportunities. These sessions have not only inspired and informed participants, but have also led to internships and job offers for emerging talent.

#### EMPLOYEE RECRUITMENT

We are intentional about our efforts to find, recruit, and interview diverse job candidates by tapping into new talent pools. One approach has been outreach to universities like MSU Denver, whose student population is 60% first-generation minority students. We work with recruiters who are committed to finding diverse candidates. We have a process in place that continually evaluates and improves upon our existing hiring policy. We will always look to improve our recruiting policies and process to eliminate bias and increase diverse applications and hires.

## SECTION 2

## DEN EDI PLAN

### F. PROPOSER'S CULTURE

#### COMMUNITY VOLUNTEERING

Karsh Hagan's volunteer program, KH Cares, empowers employees to support marginalized groups and advance sustainability in our community. We've contributed time and resources to organizations such as Habitat for Humanity, Boys & Girls Club of Metro Denver, Volunteers of America, and Volunteers for Outdoor Colorado, and have helped raise awareness for Pepper's Senior Dog Sanctuary, which connects the power of pets with organizations supporting autistic individuals.



#### BEYOND KH: AGENCY EDI REIMAGINED

At Karsh Hagan, diversity, equity, inclusion, belonging, and accessibility aren't boxes to check—they're ideals we actively practice and advocate for through our Beyond KH committee. Made up of passionate team members from across the agency, Beyond KH leads DEIBA+ and community outreach initiatives open to all. These include bias and microaggression trainings, volunteerism, and philanthropy. Our goal is simple: to make our community—and Denver's advertising industry—a more equitable place for all, both within our walls and Beyond KH.

##### Beyond KH Current Commitments:

- We engage consultants to educate, train, and strategize with our teams to ensure our campaigns are culturally inclusive and relevant.
- We continue expanding our efforts to find, vet, and hire diverse suppliers and vendors who have MWBE status by: (1) Strengthening relationships with existing MWBE partners; and (2) Seeking out new MWBE business partnerships.
- We continue giving back to the community by taking on an annual pro-bono project for a local nonprofit.
- To foster a more diverse industry, we emphasize support for young and diverse talent through resume/portfolio reviews, education, and mentorship.

## SECTION 2

## DEN EDI PLAN

### G. FUTURE INITIATIVES (5-YEAR ROADMAP)

#### STRONGER TOGETHER: OUR PARTNERS

If we have the privilege of serving as DEN's On-Call Marketing, Advertising, Media, and Creative Services Agency of Record, we're excited to team up with an exceptional MWBE partner to support this project's 30% MWBE participation requirement with the City and County of Denver.

Their unique expertise, community connections, and cultural insight will complement our strengths and help ensure every aspect of our work reflects DEN's commitment to equity, diversity, and inclusion.

#### M/WBE MARKETING & PR AGENCY PARTNER: CIG

CIG is a DBE, WBE and SBE certified full-service public involvement, public relations, marketing and graphic design firm.

CIG brings more than 15 years of hands-on experience at DEN, supporting projects from the Great Hall renovation to the hotel and transit center, baggage upgrades, and concourse expansions. CIG brings established relationships, deep airport knowledge, and scalable resources to ensure clear, consistent, and effective messaging for every campaign.

Their expertise spans strategic communications, public outreach, stakeholder engagement, public relations, transcreation in Spanish and other languages, content development, and accessibility compliance (Section 508). CIG delivers culturally attuned messaging and on-the-ground engagement that advance DEN's EDI goals while keeping travelers informed.

Together, we will deliver creative solutions that are inclusive, impactful, and deeply connected to the communities and stakeholders DEN serves.



## SECTION 2

## DEN EDI PLAN

### G. FUTURE INITIATIVES (5-YEAR ROADMAP)

#### PARTNERSHIP AND A STRONG VISION FOR THE FUTURE

Vision 100 and Plan 2045 represent bold commitments, expanding capacity, elevating passenger experience, and building a resilient, future-ready airport. Achieving these ambitions requires more than operational planning; it requires a deep understanding of passengers, employees, stakeholders, and the competitive landscape.

#### MWBE CONTRACTOR SPOTLIGHT

1660 Lincoln St.  
Suite 1800  
Denver, CO 80264

Employee total: 55  
Professional: 37  
Support: 18

Work on this project will be performed at  
CIG Denver Headquarters.



#### Key Personnel:

- Laurie Meza, APR, Principal
- Sam Aspnes, APR, Integrated Media Strategist
- Oguer Peinado, Creative Director

## SECTION 2

## DEN EDI PLAN

### G. FUTURE INITIATIVES (5-YEAR ROADMAP)

#### STRATEGIC COMMUNICATIONS WITH ON-THE-GROUND IMPACT

Together, Karsh Hagan and CIG have built a relationship on shared knowledge of DEN work, brand understanding, and passion for future growth. We offer a balanced mix of creative, strategic, and tactical skills to meet DEN's needs. From generalists to strategic counselors, we can scale resources with project demands. Our nimble, dependable team can mobilize quickly, whether making last-minute edits, crafting key messages, ensuring ADA compliance, or planning an event on short notice.

#### TYPE OF WORK CIG MIGHT SUPPORT AS OUR MWBE SUBCONTRACTOR:

- **Integrated Campaign Support:** Extend KH-led campaigns with on-the-ground outreach, ensuring messaging is reinforced through community channels, public meetings, and stakeholder engagement.
- **Public Relations & Media Relations:** Manage proactive and reactive communications with local, trade, and multicultural media to amplify DEN's stories and safeguard its reputation.
- **Multicultural Outreach & Transcreation:** Adapt creative into Spanish and other languages with cultural fluency, ensuring campaigns resonate authentically across Denver's diverse audiences.
- **Traveler-Facing Information Campaigns:** Translate marketing strategy into clear, actionable messaging for passengers during operational changes, construction, or new service rollouts.
- **Accessibility & Compliance Support:** Ensure all creative, content, and digital assets meet ADA and Section 508 standards so every traveler has equal access to critical information.

## SECTION 2

## DEN EDI PLAN

### G. FUTURE INITIATIVES (5-YEAR ROADMAP)

#### KARSH HAGAN’S COMMITMENT IN THE SHORT AND LONG TERM FUTURE

Over the next five years, Karsh Hagan will advance equity, diversity, and inclusion through a deliberate mix of external partnerships—including deep collaboration with our MWBE subcontractors—and internal culture-building. Our roadmap reflects tangible actions to expand opportunities for historically underutilized businesses, foster authentic community engagement, and strengthen the diversity and inclusivity of our team. By aligning our efforts inside and outside the agency, we will ensure the work we deliver for DEN is not only creative and effective, but also reflective of the communities it serves.

<b>External Commitments:</b> <b>Partnering with MWBE Subcontractors &amp; Communities</b>	<b>Internal Commitments:</b> <b>Strengthening Karsh Hagan’s Culture &amp; Team</b>
Integrate MWBE partners into campaign strategy, creative, and outreach to embed HUB perspectives.	Increase diverse representation in leadership roles.
Maintain and expand scholarships for underrepresented students in marketing, communications, and creative careers.	Expand mentorship programs for underrepresented employees to promote advancement and retention.
Grow youth recruitment efforts in historically underserved communities through mentorship, internships, and job shadowing tied to DEN projects.	Audit HR policies, benefits, and recruitment processes annually to remove barriers to equitable hiring and promotion.

## SECTION 2

## DEN EDI PLAN

### G. FUTURE INITIATIVES (5-YEAR ROADMAP)

<b>External Commitments (Cont.)</b>	<b>Internal Commitments (Cont.)</b>
<p>Increase HUB representation by creating culturally authentic materials, using advanced targeting for underrepresented audiences, and leveraging minority-owned media channels.</p>	<p>Strengthen recruitment pipeline by partnering with universities, technical schools, and professional organizations serving diverse populations.</p>
<p>Expand use of HUB vendors in photoshoots, production, talent casting, consulting, research, event services, and more.</p>	<p>Encourage employee participation in Beyond KH (EDI) initiatives to foster shared responsibility for progress.</p>
<p>Showcase EDI successes and HUB collaborations in agency communications and industry thought leadership.</p>	<p>Measure and publicly share progress on internal diversity goals with staff, clients, and vendors.</p>

These commitments aren't just goals. They're how we'll work every day. Partnering with DEN, our MWBE collaborators, and the communities you serve, we'll create campaigns that are inclusive, impactful, and impossible to ignore.

**Equity in action, creativity with purpose.**