

A G R E E M E N T

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City") and **MGT OF AMERICA, INC.**, a Florida Corporation, with its principal place of business located at 2123 Centre Pointe Boulevard, Tallahassee, Florida 32308 (the "Consultant"), collectively "the parties".

RECITALS:

1. The City, by and through the Division of Small Business Opportunity of the Office of Economic Development, desires to obtain a disparity study concerning the availability and utilization of Minority, Women, and Disadvantaged Business in certain City contracts as well as an Apprenticeship Utilization Study.

2. The City, by and through the Purchasing Division of the Department of General Services, issued and advertised a Request for Proposal dated April 26, 2011, (RFP No. 6681)(the "RFP") seeking proposals from qualified proposers.

3. The City facilitated a competitive selection process through an evaluation committee, who reviewed all proposals and interviewed all proposers.

4. The City has determined that the proposal submitted by the Consultant is the best of the proposals received in response to such advertisement.

5. The City has determined that acceptance of the proposal from the Consultant would be in the best interest of the City.

THEREFORE, the parties agree as follows:

1. **COORDINATION AND LIAISON:** The Consultant shall fully coordinate all services under the Agreement with the Director of the Division of Small Business, Office of Economic Development, ("Director") or, the Director's Designee. The City reserves the right to designate another authorized representative of the City to coordinate the work under this Agreement for the City by written notice to the Consultant.

2. **CONTRACT DOCUMENTS:** This Agreement consists of Paragraphs 1 through 34, which precede the signature pages, and the following attachments, which are incorporated herein and made a part hereof by reference:

a. Exhibit A, entitled "Request for Proposal" dated April 26, 2011 (RFP No. 6681).

b. Exhibit B, Consultant's bound Response to Request for Proposal No.

2011-0512

6681. A copy of Exhibit B is located at the Consultant's office referenced above and the Division of Small Business Opportunity, Attn: Director, 201 West Colfax Avenue, Dept. 907, Denver, CO 80202.

c. Exhibit B-1, Selected portions of Exhibit B containing Work Plan, Project Timeline, and Consultant's Responses to Core Interview Questions/Inquiries.

d. Exhibit C, Milestone Payment Plans.

e. Exhibit D, Certificate of Insurance.

In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls. The order of precedence between Exhibits A and B shall be that Exhibit B-1 shall take precedence over A, unless the City specifically notifies the Consultant in writing that a provision of Exhibit A prevails over Exhibit B-1. This order of preference will apply to and govern any modified exhibits to the extent permitted in Section 3.e. below.

2. SERVICES TO BE PERFORMED:

a. At the direction of the Director, the Consultant shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth on **Exhibit A and Exhibit B** to the City's satisfaction. Consultant will perform such services on the basis of the Tasks and Timeline identified in Exhibit B-1.

b. The Consultant is ready, willing, and able to provide the services required by this Agreement. The Consultant represents that its team members and its employees include project management professionals and that it has the present capacity and is experienced and qualified to perform the professional services and other work required under this Agreement and to provide all reports and other deliverables specified in this Agreement and the final work plan.

c. The Consultant shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

3. TERM: The Agreement will commence within ten (10) days after being notified to commence work by issuance of a Notice to Proceed from the Director, and will expire within Eighteen (18) consecutive months from the effective date of said Notice (the "Term"). Subject to the Director's prior written authorization, the Consultant shall complete any work in progress as

of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Director.

4. COMPENSATION AND PAYMENT:

a. **Milestone Costs/Progress Payments:** The City shall pay and the Consultant shall accept as the sole compensation for services rendered and costs incurred under the Agreement in appropriate increments corresponding with the completion and acceptance of: i) each task set forth in Exhibit B-1 (which tasks are also restated as milestones in Exhibit C), or ii) for those tasks in Exhibit B-1 that are scheduled to be performed throughout the entire term of the Agreement, in accordance with the progress of work and the hourly rates set forth in Exhibit C. Payment is subject to receipt and approval by the City of satisfactory invoices from the Consultant. Amounts billed may not exceed the costs for each task set forth in **Exhibit C**.

b. **Reimbursable Expenses:** There are no reimbursable expenses allowed under the Agreement. All of the Consultant's costs and expenses are contained in the Milestone Costs fees in **Exhibit C** or are stated separately in Exhibit C.

c. **Advancements for start-up costs:** The City may authorize, at the discretion of the Director, cash advances for start-up costs (also referred to as "mobilization costs") only to the extent permitted by this Agreement. Any and all cash advancements will be subject to the following provisions:

(1) Cash advances will be limited to immediate cash needs and should be expended within sixty (60) days of the date of receipt by Consultant.

(2) Cash advances may not be made less than sixty (60) days prior to the expiration date of this Agreement.

(3) Consultant's request for advance will be accompanied by a detailed estimate of costs to be disbursed during the period covered by the advance and costs disbursed to date, as applicable.

(4) Advance payments are limited to the total amount specified in the estimated cost schedule and may be limited or eliminated at any time by the City should the Consultant present a programmatic or financial risk to the City.

(5) The City reserves the right to withhold, adjust and/or reallocate any payments under this Agreement whenever it determines that Consultant's spending of

advanced payments is inconsistent with amounts and categories listed on Exhibit C, the purposes identified in Exhibit A, B, or B-1.

(6) The Consultant shall prepare and submit to the City within sixty (60) days of the date of issuance any advance payment approved by the City, an itemized description of the amount and nature of all monies expended by Consultant during the period covered by the advance (the "Advance Payment Statement"). The Advance Payment Statement shall be certified to be correct by an authorized representative of Consultant and shall reference the Contract Control number of this Agreement as designated below on the City's signature page. If the Advance Payment Statement reveals that Consultant did not disburse all funds previously forwarded from the City, then Consultant will credit any excess amounts to the very next succeeding payment due from the City under this Agreement. If no further payments are to be made by the City, then Consultant will return any and all unspent funds to the City within fifteen (15) calendar days after the date of delivery of the Advance Payment Statement. The Advance Payment Statement will be supported with official documentation evidencing, in detail, the nature and propriety of the charges including time sheets, payrolls, receipts and any other document which may be pertinent in light of the nature of services to be performed under this Agreement and showing the services performed and expenses incurred within the period for which the payment was requested. Consultant shall provide the City with a copy of any and all such documentation upon request at no additional charge to the City.

(7) In the event of early termination of the Agreement, the Consultant will return to the City all unexpended sums previously advanced by the City to the Consultant. In addition, if the City determines that the Consultant possesses an unexpended balance of funds from any advance payments made to the Consultant, then all such unexpended advanced funds will be returned to the City within fifteen (15) days written notice to the Consultant. The City's acceptance of any such amounts shall not constitute a waiver of any claim that the City may otherwise have arising out of this Agreement.

d. Invoicing: Payment will be made upon receipt and acceptance of Consultant's detailed periodic invoices showing the completion and acceptance of tasks as set forth on Exhibit B-1 or the progress of work performed. Such invoices shall be in a form acceptable to the City and shall include detail of the time worked by the Consultant's own personnel, billings from subcontractors, and all other information necessary to assess the

Consultant's progress. Invoices will be supported with official documentation evidencing, in detail, the nature and propriety of the charges including time sheets, payrolls, receipts and any other document which may be pertinent in light of the nature of services to be performed under this Agreement and showing the services performed and expenses incurred within the period for which the payment was requested. Consultant shall provide the City with a copy of any and all such documentation upon request at no additional charge to the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement. Final Payment to the Consultant shall not be made until after final reproducible copies of both studies have been delivered to and accepted by the City, and the Agreement is otherwise fully performed by the Consultant. The City may withhold, at the discretion of the Director, reasonable amounts from billing and the entirety of the final payment until all such requirements are performed to the satisfaction of the Director. However, no deductions shall be made from the Consultant's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractor(s).

e. **Modifications to Exhibit B-1 or Exhibit C:** Exhibit B-1 and Exhibit C may only be modified by the written approval of the Director or the Director's designee, if in the sole judgment of the Director or the Director's designee such modification is reasonable and appropriate. However, no such approved modification(s) will result in an upward adjustment to the Maximum Contract Amount. Any modification to Exhibit B-1 or Exhibit C shall not take effect until approved in writing. Any modification to Exhibit B-1 or Exhibit C agreed to by the parties that requires an increase in the Maximum Contract Amount shall be evidenced by a written Amendatory Agreement prepared and executed by both parties in the same manner as this Agreement.

f. **Total Cost per Study:**

(1) **Disparity Study:** The total cost for the Disparity Study (inclusive of all fees, costs, and expenses) will not exceed Five Hundred Thirty Four Thousand Six Hundred Ninety Dollars and Zero Cents (\$534,690.00).

(2) **Apprenticeship Study:** The total cost for the Apprenticeship Study (inclusive of all fees, costs, and expenses) will not exceed One Hundred Twenty Six Thousand Two Hundred Eight Dollars and Zero Cents (\$126,280.00).

g. **Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed Six Hundred Thousand Nine Hundred Seventy Dollars and Zero Cents (\$660,970.00) (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Consultant beyond that specifically described in **Exhibit B-1**. Any services performed beyond those in Exhibit B-1 are performed at Consultant's risk and without authorization under the Agreement.

(2) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

5. **STATUS OF CONSULTANT:** The Consultant is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Consultant nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

6. **TERMINATION:**

a. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon twenty (20) days prior written notice to the Consultant. However, nothing gives the Consultant the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Director.

b. Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Consultant or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Consultant's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

c. Upon termination of the Agreement, with or without cause, the Consultant shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.

d. If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Consultant's possession, custody, or control by whatever method the City deems expedient. The Consultant shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Consultant shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE".

7. **EXAMINATION OF RECORDS:** 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 any pertinent books, documents, papers and records of the Consultant, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.

8. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Consultant. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

9. **INSURANCE:**

a. **General Conditions:** Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Consultant shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement stating "Should any of the above-described policies be canceled or

non-renewed before the expiration date thereof, the issuing company shall send written notice to Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202. Such written notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior.” Additionally, Consultant shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by certified mail, return receipt requested. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Consultant. Consultant shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Consultant. The Consultant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

b. Proof of Insurance: Consultant shall provide a copy of this Agreement to its insurance agent or broker. Consultant may not commence services or work relating to the Agreement prior to placement of coverage. Consultant certifies that the certificate of insurance attached as **Exhibit D**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City’s contract number be referenced on the Certificate. The City’s acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Consultant’s breach of this Agreement or of any of the City’s rights or remedies under this Agreement. The City’s Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

c. Additional Insureds: For Commercial General Liability, Auto Liability and Excess Liability/Umbrella, Consultant and subcontractor’s insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

d. Waiver of Subrogation: For all coverages, Consultant’s insurer shall waive subrogation rights against the City.

e. Subcontractors and Subconsultants: All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure

and maintain the same coverages required of the Consultant. Consultant shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Consultant agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

f. Workers' Compensation/Employer's Liability Insurance: Consultant shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$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. Consultant expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Consultant's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Consultant executes this Agreement.

g. Commercial General Liability: Consultant shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

h. Business Automobile Liability: Consultant shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

i. Professional Liability: Consultant shall maintain professional liability limits of \$1,000,000.00 per claim and \$2,000,000.00 aggregate policy limit.

j. Additional Provisions:

(a) For Commercial General Liability and Excess Liability, the policies must provide the following:

- (i) That this Agreement is an Insured Contract under the policy;
- (ii) Defense costs in excess of policy limits;

- (iii) A severability of interests, separation of insureds or cross liability provision; and
 - (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
- (b) For claims-made coverage:
- (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.
- (c) Consultant shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At its own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Consultant will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

10. DEFENSE AND INDEMNIFICATION:

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

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

c. Consultant will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such

Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

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

11. **TAXES, CHARGES AND PENALTIES:** The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Consultant shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property

12. **ASSIGNMENT; SUBCONTRACTING:** The Consultant shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and shall be cause for termination of this Agreement by the City. The Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Consultant shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

13. **INUREMENT:** The rights and obligations of the parties to the Agreement inure to the benefit of and shall be binding upon the parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

14. **NO THIRD PARTY BENEFICIARY:** Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third

person or entity. Any person or entity other than the City or the Consultant receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

15. **NO AUTHORITY TO BIND CITY TO CONTRACTS:** The Consultant lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

16. **SEVERABILITY:** Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

17. **CONFLICT OF INTEREST:**

a. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Consultant shall not hire, or contract for services with, any employee or officer of the City in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

b. The Consultant shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Consultant represents that it has disclosed any and all current or potential conflicts of interest which shall include transactions, activities or conduct that would affect the judgment, actions or work of the Consultant by placing the Consultant's own interests, or the interests of any party with whom the Consultant has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Consultant written notice describing the conflict.

18. **NOTICES:** All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Consultant at the address first above written, and if to the City at:

Director, Division of Small Business or Designee
201 West Colfax Avenue, Dept. 907
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

19. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:

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

b. The Consultant certifies that:

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

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

c. The Consultant also agrees and represents that:

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

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

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

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Consultant to comply with any and all federal requirements related to use of the E-Verify Program including, by way of

example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Consultant will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

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

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

20. **DISPUTES:** All disputes between the City and Consultant arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Director as defined in this Agreement.

21. **GOVERNING LAW; VENUE:** The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action

relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District.

22. **NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, the Consultant may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability. The Consultant shall insert the foregoing provision in all subcontracts.

23. **COMPLIANCE WITH ALL LAWS:** Consultant shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

24. **LEGAL AUTHORITY:** Consultant represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Consultant represents and warrants that he has been fully authorized by Consultant to execute the Agreement on behalf of Consultant and to validly and legally bind Consultant to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Consultant or the person signing the Agreement to enter into the Agreement.

25. **NO CONSTRUCTION AGAINST DRAFTING PARTY:** The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

26. **ORDER OF PRECEDENCE:** In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

27. **INTELLECTUAL PROPERTY RIGHTS:** The City and Consultant intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, music, sketches, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded

information created by the Consultant and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, "Materials"), shall belong to the City. The Consultant shall disclose all such items to the City. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a "work made for hire" and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a "work made for hire," the Consultant (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity.

28. SURVIVAL OF CERTAIN PROVISIONS: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Consultant's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

29. ADVERTISING AND PUBLIC DISCLOSURE: The Consultant shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Consultant's advertising or public relations materials without first obtaining the written approval of the Director. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Consultant shall notify the Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

30. CITY EXECUTION OF AGREEMENT: The Agreement will not be effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

31. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: The Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the

Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

32. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: The Consultant shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A 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 contract personnel being barred from City facilities and from participating in City operations.

33. COUNTERPARTS OF THE AGREEMENT: The Agreement may be executed in counterparts, each of which is an original and constitute the same instrument.

34. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Consultant consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

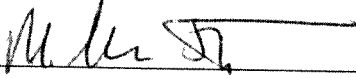
**END OF AGREEMENT
SIGNATURE PAGES FOLLOW THIS PAGE**

EXHIBIT LIST:

1. Exhibit A, "Request for Proposal" dated April 26, 2011 (RFP No. 6681).
2. Exhibit B, Consultant's bound Response to Request for Proposal No. 6681. A copy of Exhibit B is located at the Consultant's office referenced above and the Division of Small Business Opportunity, Attn: Director, 201 West Colfax Avenue, Dept. 907, Denver, CO 80202.
3. Exhibit B-1, Selected portions of Exhibit B containing Work Plan, Project Timeline, and Consultant's Responses to Core Interview Questions/Inquiries.
4. Exhibit C, Milestone Payment Plans.
5. Exhibit D, Certificate of Insurance.

Contract Control Number: _____

Vendor Name: **MGT OF AMERICA, INC.**

By: 

Name: **MICHELLE JUAREZ**
(please print)

Title: **VICE PRESIDENT OF FINANCE**
(please print)

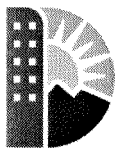
ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A



CITY AND COUNTY OF DENVER

DENVER THE MILE HIGH CITY

DEPARTMENT OF GENERAL SERVICES
Purchasing Division
www.denvergov.org/purchasing

WELLINGTON E. WEBB
MUNICIPAL OFFICE BUILDING
201 WEST COLFAX AVE.,
DEPT. 304, 11TH FLOOR
DENVER, CO 80202
PHONE: (720) 913-8100
FAX: (720) 913-8101

Buyer: Michael Romero
Phone: 720-913-8122

REQUEST FOR PROPOSAL

Request for Proposal No. 6681

Minority/Women Owned/Disadvantaged Business Enterprise Disparity Study and Registered Apprenticeship Study

SCHEDULE OF EVENTS

Table with 4 rows and 4 columns: Event, Date, Time, and Location. Rows include RFP Issued, Deadline to Submit Additional Questions, Response to Written Questions, and Proposal Due Date.

Vendor offers to furnish to the City and County of Denver the materials, supplies, products or services requested in accordance with the specifications and subject to the Terms and Conditions described herein.

VENDOR SIGN HERE

Company Name: _____

By: _____
(Printed or Typed Name)

(Signature)

Signature constitutes acceptance of all Terms and Conditions listed on this form and all documents attached.

THIS PROPOSAL MUST BE RETURNED IN A SEALED ENVELOPE WITH THE PROPOSAL NUMBER AND PROPOSAL TITLE ON THE ENVELOPE.

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SECTION A: GENERAL INFORMATION & PROPOSAL INSTRUCTIONS

A.1 BACKGROUND AND SCOPE:

The City and County of Denver, hereinafter referred to as the City, desires to solicit proposals relating to the procurement of Professional Services to produce a Minority/ Women/ Disadvantaged Business Enterprise Disparity Study and an Apprenticeship Utilization Study.

A.2 SUBMISSION OF PROPOSALS:

Submit one (1) original and nine (9) copies (7-Paper, 2-Electronic Scan) of your Proposal to the City & County of Denver Purchasing Division, 201 W. Colfax Ave., Dept. 304, 11th Floor, Denver, CO 80202. Proposals are to be in either an enclosed envelope or a sealed box and labeled with the Proposal number and name. Proposals must be received and time stamped in the Purchasing Division Office no later than date and time listed on the cover sheet. Individual Proposals will not be read in public or available for public inspection until after an award determination has been made. No proposals should be submitted in plastic sleeves or spiral binders. They may be submitted in 3 ring binders.

The City requests that whenever possible proposals be duplex printed on paper containing 30% post – consumer content in observance with the Greenprint Denver action plan.

A.2.a **Original Submittal Instructions**

Your *Original* proposal plainly marked ‘Original’ in a 3-ring binder shall consist of the following separate sections:

- Signed Original RFP Cover Sheet
- Proposing Contractor Response to Section B- Vendor Question Section (B.4.a, B.4.b, B.4.c, b.4.d)
- Pricing Matrix – Section C in its entirety
- City Forms: E.1, E.2, E.3, E.4, W-9
- All Addenda(s)-Signed/ Initialed
 - Binder Cover shall indicate proposer name and ‘ORIGINAL #6681-Minority/Women Owned/Disadvantaged Business Enterprise Disparity and Registered Apprenticeship Study Proposal’

A.2.b **Paper Copy Submittal Instructions**

Your *Seven (7)* proposal Copies plainly marked ‘Copy 1 of 7, 2 of 7, # of 7 ...’) in 3-ring binders shall be an exact duplicate of the original proposal documents indicated below:

- Signed RFP Cover Sheet
- Proposing Contractor Response to Section B- Vendor Question Section (B.4.a, B.4.b, B.4.c, B.4.d)
- All Addendas-Signed/ Initialed
- DO NOT ATTACH ANY PART OF SECTION C; in its place include a sheet that indicates the following: ‘SECTION C PRICING HAS BEEN OMITTED FROM THIS COPY’
- Note: Including pricing in any of the copies may make your proposal non-responsive.
 - Each Binder Cover shall indicate proposer name and ‘COPY # of 7 #6681-Minority/Women Owned/Disadvantaged Business Enterprise Disparity and Registered Apprenticeship Study Proposal’

A.2.c Electronic Copy Submittal Instructions

- Your two (2) proposal Electronic Copies plainly marked with proposer name (1 of 2, 2 of 2) shall be exact '.pdf.' scans of a copy from A.2.b above.
- Scan is to be stored and submitted on a thumb drive or CD-ROM; it shall be readable by MS Office 2003

A.3 RFP QUESTIONS:

The City shall not be bound by and the Vendor shall not request or rely on any oral interpretation or clarification of this RFP. Therefore, any questions regarding this RFP are encouraged and should be submitted in writing by email to:

City Buyer: Michael Romero
E-Mail: Michael.romero@denvergov.org
Phone: (720) 913-8122

Questions received up to deadline to submit question in the Schedule of Events will be answered in writing per the Schedule of Events. Answers to questions from any Vendor will be provided to all Vendors.

All communications regarding this proposal shall only be through the City's buyer listed above. No communication is to be directed to any other City personnel.

QUESTION SUBMITTAL INSTRUCTIONS

Email to: michael.romero@denvergov.org

Be sure to indicate "Proposing Contractor Question" followed by Proposal Number and Proposal Title in subject heading:

Example

TO:	michael.romero@denvergov.org
CC:	
BCC:	
Subject:	PROPOSING CONTRACTOR QUESTION: 6681 M/W/D/BE & APPRENTICE STUDY

A.4 ADDENDA:

In the event it becomes necessary to revise, change, modify or cancel this RFP or to provide additional information, addenda will be issued to all recipients of this RFP.

A.5 ACCEPTANCE PERIOD:

Proposals in response to this RFP shall indicate that they are valid for a period no less than 120 days from the closing date.

A.6 SCOPE OF WORK/TECHNICAL REQUIREMENTS/:

Section B of this RFP contains our proposed Scope of Work and Technical Requirements. This document shall form the basis of an Agreement covering the subject matter of this RFP. Exceptions or deviations to this proposed Scope of Work and Technical Requirements must not be added to the proposal pages, but must be on vendor's letterhead and accompany vendor's proposal. Any exceptions to the Scope of Work and Technical Requirements will be taken into consideration when evaluating proposals submitted. The City reserves the right to reject any or all of your proposed modifications. The City welcomes cost saving proposals which still satisfy all technical and business objectives.

A.7 PRICING:

All prices quoted shall be firm and fixed. Pricing shall be in the format contained in Section C of this RFP. Alternative approaches for the pricing of the requested products and services may be provided, however, such alternate approaches shall be described separately and must be in addition to the format in Section C. Do not include cost or price figures anywhere except in the cost and pricing section.

A.8 RFP CONDITIONS AND PROVISIONS

This proposal must be signed by a duly authorized official of the proposing company. The completed and signed proposal (together with all required attachments) must be returned to the Department of General Services on or before the time and date of the deadline shown on page one. ***This proposal MUST be returned in a sealed envelope.***

All participating Vendors, by their signature hereunder, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. Any alteration, erasure or interlineation by the Vendor in this proposal shall constitute cause for rejection by the Manager of General Services. Exceptions or deviations to this proposal must not be added to the proposal pages, but must be on vendor's letterhead and accompany proposal. Should the City omit anything from this RFP which is necessary to a clear understanding of the work, or should it appear that various instructions are in conflict, then the Vendor shall secure written instructions from the Manager of General Services at least forty-eight (48) hours prior to the time and date shown in page one.

Typographical errors in entering quotations on proposal may result in loss of award of this proposal.

All Vendors are required to complete all information requested in this proposal. Failure to do so may result in the disqualification of proposal.

The City reserves the right to postpone or cancel this RFP, or reject all proposals, if in its judgment it deems it to be in the best interest of the City to do so.

Unit price for each item shall be shown and shall be for the unit of measurement indicated. In case of error in extension of prices, the unit price will govern.

The Manager of General Services reserves the right to waive any technical or formal errors or omissions and to reject any and all proposal(s), or to award contract for the items hereon, either in part or whole, if he deems it to be in the best interests of the City to do so.

The successful Vendor shall be in compliance with all of the specifications, terms and conditions of this proposal as outlined above. The City shall have the right to inspect the facilities and equipment of the successful Vendor to insure such compliance.

The City shall not be liable for any costs incurred by vendor in the preparation of proposals or for any work performed in connection therein.

A.9 GRATUITIES AND KICKBACKS:

It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee (within six months of termination from City employment), or for any employee or former employee (within six months of termination from City employment) to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding of application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime vendor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

In the event that any gratuities or kickbacks are offered or tendered to any City and County of Denver employee, the proposal shall be disqualified and shall not be reinstated.

A.10 NON-COLLUSIVE VENDOR CERTIFICATION:

By the submission of this proposal, the vendor certifies that:

- A. The proposal has been arrived at by the vendor independently and has been submitted without collusion with any other vendor.
- B. The contents of the proposal have not been communicated by the vendor, nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the vendor or its surety on any bond furnished herewith, and will not be communicated to any such person prior to the official opening of the proposal.
- C. No vendor shall submit more than one proposal for this purchase. It shall be the responsibility of each vendor to obtain the prior written permission of the Director of Purchasing before proposal opening in every situation in which the vendor, due to corporate association or other affiliation, may be found to be impermissibly associated with another vendor. Failure to observe this requirement could result in all such affiliated proposals being rejected.

A.11 EVALUATION AND AWARDS:

Acceptance will be made on an "all or none" basis.

The criteria to be used for the proposal evaluation includes but is not limited to:

- A. Pricing-Section C
- B. Proposing contractor's technical submittal response to Sections B.4.a, B.4.b, B.4.c, B.4.d
- C. The City reserves the right to request but is not obligated to require any or all of the following during the evaluation process.
 - a. Proposing Contractor Oral Interviews/ Presentations
 - b. Additional Questions, Inquiries, and/or Events

No weighting or relative importance of criteria is intended or implied by this list.
The City reserves the right to conduct negotiations with one or more Vendors.

Any award as a result of this proposal shall be contingent upon the execution of an appropriate contract. Section D of this Request for Proposals contains the City's Sample Contract. The Sample Contract shall form the basis of a Contract covering the subject matter of this proposal. If there is contention(s) with any of the terms and conditions in the Sample Contract, a brief explanation and alternative language, if any, should be included in your response in Section E.1. Any exceptions to any of the terms and conditions of the Sample Contract will be taken into consideration when evaluating proposals submitted. The City reserves the right to reject any or all of your proposed modifications.

A.12 EVALUATION METHODOLOGY

Received proposals will be screened for responsiveness; a committee will then evaluate and score the proposal(s) technical submittal response(s.) The Purchasing Division will compile the pricing submittal information for evaluation. The City will determine if additional evaluative questions and/or interviews are required to finalize its Contractor selection.

A.13 DISCLOSURE OF CONTENTS OF PROPOSALS:

All proposals become a matter of public record and shall be regarded as Public Records, with the exception of those specific elements in each proposal which are designated by the proposer as Business or Trade Secrets and plainly marked in **Bold Red: "Confidential" or "Proprietary."** Items so marked shall not be disclosed unless disclosure is otherwise required under the Open Records Act. If such items are requested under the Open Records Act, the City will use reasonable efforts to notify the proposer, and it will be the responsibility of the proposer to seek a court order protecting the records, and to defend, indemnify, and hold harmless the City from any claim or action related to the City's non-disclosure of such information.

A.14 DIVERSITY AND INCLUSIVENESS:

The City encourages the use of qualified small business concerns doing business within the metropolitan area that are owned and controlled by, economically or socially disadvantaged individuals, including but not limited to, African Americans, Hispanics, Native Americans (American Indians), Asians, and/or women.

Proposers are encouraged, with respect to the goods or services to be provided under this RFP, to use a process that includes small business concerns, including minority and woman owned companies, when considering and selecting any subcontractors or suppliers. All proposers that intend to use subcontractors, sub consultants, or suppliers with their proposals will provide: 1) a list of all such subcontractors, sub consultants, and/or suppliers; 2) a separate listing of all subcontractors, sub consultants, or suppliers that identified themselves as being a member or members of the categories listed above, if such information is provided; 3) and a statement that the proposals of all identified subcontractors, sub consultants, and/or suppliers were fully reviewed in detail on the same basis as that of other subcontractors, sub consultants, and/or suppliers not falling within those categories.

If a proposal from a qualified subcontractor, sub consultant, and/or supplier within the categories listed above is not selected as a successful subcontractor, sub consultant, and/or supplier for this RFP, the successful proposer will include an adequate explanation of all efforts taken to fully and fairly review all proposals submitted.

Any and all information provided by proposers under this section is requested for information purposes only and will not be utilized for purposes of contract award.

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SECTION B: SCOPE OF WORK AND TECHNICAL REQUIREMENTS

B.1 REQUIREMENTS:

The City & County of Denver is seeking a qualified consultant/firm to prepare and deliver two (2) comprehensive studies concerning the following:

B.1.a One (1) Disparity Study which is a statistical analysis of the availability and utilization of Minority/ Women/ Disadvantaged Business Enterprises in the contracting areas set forth below.

B.1.b One (1) Study related to Registered Apprenticeship Utilization in the Denver Area.

B.2 MINORITY/ WOMEN/ DISADVANTAGED BUSINESS ENTERPRISE STUDY:

B.2.a BACKGROUND:

A. MBE/WBE Program. Since November 2006, approximately, the City, acting by and through the Division of Small Business Opportunity (DSBO), Office of Economic Development (OED), has administered a MBE/WBE program. This is a program of nondiscrimination in city contracts for construction, reconstruction, and remodeling, and professional design and construction services. It is designed to prevent discrimination and its effects against business enterprises, which have been certified as minority business enterprises ("MBEs") and/or woman business enterprises ("WBEs"). A disparity study for this program was conducted in May 2006. The findings of this study were used to narrowly tailor the City's MBE/WBE nondiscrimination program towards meeting the legal requirements established by relevant decisions of the United States Supreme Court, Circuit Courts of Appeal, and District Courts. This program is codified at Den. Rev. Municipal Code Sec. 28-31 through 28-90.

B. DBE/ACDBE Program. The City also administers a Disadvantaged Business Enterprise ("DBE") Program for the award of construction and construction related professional services contracts funded by the United States Department of Transportation (USDOT), pursuant to 49 CFR Part 26, and Airport Concessions contracts, pursuant to 49 CFR Part 23.

B.2.b SCOPE OF SERVICES/ DELIVERABLES:

A. General Requirements and Information: The Availability and Disparity study (the "Study") will analyze the following three (3) categories of contracting opportunities in order to identify with particularity whether a statistical disparity exists from which may be inferred the existence of past or present public or private discrimination in the appropriate local market area:

1) The award and procurement of Construction and Construction-related Professional Services contracts funded by the City and awarded by the City's Department of Public Works, the Department of General Services; Department of Aviation and other City user departments and agencies.

2) The award and procurement of concession related goods and services contracts at Denver International Airport.

3) The procurement of services by the City's Department of General Services Purchasing Division specific to: General Business Services, Building Management and Maintenance Services, Parking Services, Furniture, Fixtures, and Equipment (FF&E), Communication Equipment and Services, Security Services, Maintenance and Repair Services including Landscaping, and Waste Management Services. For purposes of this RFP, the services recited in the preceding sentence may, at times, be referred to as, "G.S.P.D. Procured Services".

B. Additional Requirements/ Information:

1) The Study will contain, for each contracting area, all necessary findings of fact and legally defensible methodologies sufficient to withstand legal challenge in accordance with published case law and applicable statutory framework. In addition, with respect to the federal DBE and ACDBE programs, the Final Availability and Disparity Study will be sufficient for the City to comply with any requirements of USDOT concerning the receipt of federal funds pursuant to 49 CFR Part 23 and Part 26.

2) Accurate dollar figures, the number of vendors involved by category and the total number of contracts involved for 2005-2009 have not been established. It is expected that this analysis and compilation would be part of the work product of this study; including totals for specific type of contracts (i.e. sole source, unable to meet goal requirement, etc.) For information only, an earlier study using information from the City's database produced the following information for the period of January 2003 – December 2004 (millions) for procurement:

- a. General Business Services- \$14.0
- b. Building Management and Maintenance Services- \$56.5
- c. Parking Services- \$41.4
- d. Communication Equipment and Services- \$39.5
- e. Security Services- \$27.9
- f. Maintenance & Repair, including Landscaping- \$18.7
- g. Waste Management Services- \$14.7
- h. FF&E- \$8.7

3) For information only, an earlier study using information from the City's database produced the following information for the period of January 2000 – December 2004 for construction and construction related contracts:

- a. Construction- \$1.43 Billion
- b. Prime Contracts- 1.02 Billion
- c. Subcontracts- \$418.6 Million
- d. Construction-Related Professional Services- \$239.2 Million
- e. Prime Contracts- \$179.9 Million
- f. Subcontracts- \$59.2 Million

C. Project Tasks, Payment, and Timeline:

1) The selected consultant/firm will be required to work closely with the City's Director of the Division of Small Business Opportunity. The consultant/firm must, at a minimum perform the following tasks:

- a) identify key managers/stakeholders,
- b) advise/assist in the creation of a task force,
- c) determine data requirements,
- d) schedule and facilitate required meetings,
- e) review existing contracts and procurement methods,
- f) create status reports as agreed upon/required,
- g) upon agreement by the City, identify, schedule, survey, and interview outside resources of anecdotal evidence, if required,
- h) schedule and facilitate any public hearings recommended to gather information,

2) Payment: The City is receptive to proposed payment structures-See Section C

3) Timeline: The City intends to receive a completed study within 12-18 months from contract date. Proposers will provide a detailed description of the proposed timeline for completion of the project.

D. Data Review, Collection:

1) The study will consider 5 years (2005 – 2009) for each contracting area indicated in B.2.B.a Data Review will include data sources for contracts with and without M/W/DBE goals).

2) A sample of the data available from the City's database is attached and titled "Disparity Study Extract". Please see Exhibit A attached.

E. Study Requirements:

1) The Study will determine whether there is a significant statistical disparity between the availability of qualified, willing and able minority, woman owned, and disadvantaged businesses (in each of the four contracting areas set forth in Section B.2.b.A above) and the utilization of such businesses by the City or by the City's prime contractors categorized by major racial/ethnic and gender categories.

2) For the purpose of the requested study, minority owned businesses are those that are at least 51% owned and controlled by one or more citizens or lawful permanent residents of the United States who are either African American, Hispanic American, Asian American, or Native American. A woman owned business is one that is at least 51% owned and controlled by one or more citizens or lawful permanent residents of the United States who are non-minority females. A disadvantaged business, for purposes of this RFP, is defined by USDOT 49 CFR Part 26 or Part 23.

F. Analysis of M/W/DBE Availability in the Relevant Denver Market Area:

- 1) For each of the contracting areas set forth in Section B.2.b.A above, the Study will determine the number of qualified, willing and able MBE, WBE and DBE businesses available to participate in the City's M/WBE and DBE programs categorized by industry and by major racial/ethnic and gender categories for each contracting category.
- 2) The Study will determine the relevant local market area to establish an estimate of availability for MBEs, DBEs, and WBEs in each contracting area.
- 3) The Study will include an analysis of "capacity" as a component of being "able". The analysis of availability will include a detailed and comprehensive definition of the Study's measure of availability and will identify how such availability was calculated. Businesses that are ready, willing and able to perform business are those that are capable of providing the required work or goods, and available to perform when solicited.
- 4) Availability analysis will identify all methods to review available sources of data sufficient to establish an estimate of percentage availability of qualified MBE, WBE, and DBE businesses categorized by industry and major racial/ethnic and gender categories. Proposers will provide detailed narratives describing its data collection and review methods including a review of available directories of certified MBE, WBE, and DBE firms, bidders lists, if any, surveys, and other pertinent information, as appropriate, to determine availability of qualified MBE, WBE, and DBE businesses categorized by industry and by major racial/ethnic and gender categories.
- 5) The final Study will categorize availability statistical information and findings, for each of the three (3) contracting areas set forth in Section B.2.b.A above, based on all DBEs as a group and by individual category and all MBEs as a group and by individual category including the following: African American, Hispanic American, Asian American, or Native American, Women and White males (non DBEs).
- 6) The Availability Analysis will include a determination of the availability of ready, willing and able M/W/DBE firms and the availability and capacity of such firms that would reasonably be expected to exist, absent any past discrimination.
- 7) All Methodologies implemented in the Availability Analysis will be thoroughly researched, reviewed, and documented to withstanding legal challenge.

G. Disparity Analysis:

- 1) The successful proposer will determine whether a statistically significant disparity exists between the availability of ready, willing and able M/W/DBE firms and the utilization of such firms in the City's respective contracting areas (whether as prime contractors, subcontractors or suppliers).
- 2) All study methodologies used to identify any disparity or disparities must be thoroughly researched, reviewed, and documented in order to withstand legal challenge. Analysis will use appropriate and relevant multivariate/regression analysis to determine the effect of any factors other than discrimination that may account for statistical disparities between availability and utilization.

- 3) The Disparity Analysis will include but is not limited to:
- a) Analysis of Statistical Disparities, if any, in M/W/DBE business formation and projected growth rates. This may include the number of paid minorities and women in relevant companies and their positions and areas of expertise, impediments to the movement of minorities and women from craft and other positions into business ownership; and any barriers or problems related to the development and expansion of minority and woman owned businesses;
 - b) Analysis of Statistical Disparities, if any, concerning the access by M/W/DBE firms to commercial capital, credit, bonding, and business, family, and social networks, as compared to non-M/W/DBE firms while holding balance sheet and creditworthiness information constant.
 - c) Analysis of Statistical Disparities, if any, of the percentage of all prime contract and subcontract revenues earned by M/W/DBE firms under contracts awarded by the City or the local marketplace into which the City infuses its tax dollars categorized by industry and by major racial/ethnic and gender categories for each contracting category. This analysis may include disparity analysis of revenues per employee;
 - d) A statistical comparison of public sector utilization (non-City) to availability categorized by industry and by major racial/ethnic and gender categories to determine any public sector disparity ratios in the relevant market area;
 - e) A statistical comparison of private sector utilization to availability categorized by industry and by major racial/ethnic and gender categories to determine any private sector disparity ratios in the relevant market area;
 - f) A detailed analysis of the effects, if any, of over- concentration of M/W/DBE firms and non M/W/DBE firms in specific work categories or subcategories. This may include analysis of whether firm size and experience have any effect on reported disparities;
 - g) An analysis of whether the City is a passive participant in racial, ethnic or gender discrimination. The selected proposer must investigate, describe, and evaluate practices that may indicate discrimination in the relevant market places that are the subjects of the Disparity Study. In addition, the study will identify any links of the City's expenditure of public funds to any discrimination occurring in, by or through the appropriate marketplace;
 - h) Analysis that controls for the estimated past impacts of the implementation of M/W/DBE programs on any overutilization or any underutilization.

H. Additional Areas of analysis, at a minimum, will include:

- 1) An analysis of discriminatory patterns and practices, if any, of local trade associations, unions, suppliers, lending institutions, and contractors that affect the success of M/W/DBE firms. For example, these activities might include such practices as bid shopping, bid manipulation, price discrimination by suppliers and discrimination in payments, bonding requirements, lending practices, capital requirements, complicated bidding processes and commercial leasing;
 - 2) A detailed description of any patterns of discrimination that adversely or disproportionately affect the number of willing and capable M/W/DBE firms. The selected proposer shall specify the methodology to be used in accomplishing the above tasks, taking care to assure that any allegations of discrimination noted in the Final Report are focused, identified, and documented;
 - 3) A qualitative narrative of anecdotal evidence of discrimination from M/W/DBE firms and non-DBE firms concerning experiences doing business or attempting to do business in the relevant marketplace, including experiences of institutionalized discrimination or individual instances of disparate treatment, gathered through surveys, personal interviews, focus groups, public hearings, or other information gathering techniques. Proposers will identify methods to memorialize anecdotal evidence including but not limited to recording any beliefs that reported incidents of discrimination were motivated by race or gender bias and any beliefs that majority owned firms were not subjected to the same behavior;
 - 4) A detailed qualitative and/or quantitative analysis of the effectiveness of both race and gender conscious and race-neutral/gender neutral measures to address any over-utilization or under utilization of MBEs, WBEs, and DBEs in the City's public contracting processes;
 - 5) A detailed description of methods to ensure that any proposed M/W/DBE program will be capable of withstanding legal challenge under federal equal protection analysis for MBEs, WBEs, and DBEs doing business in each contracting area .
- I. Program Recommendations: The successful proposer shall be required to:
- 1) Review the City's existing and proposed Procurement/Contracting Policies and Procedures related to M/W/DBE utilization and provide recommendations for changes/revisions designed to improve the effectiveness and narrow tailoring of the M/W/DBE programs and to increase legal compliance;
 - 2) Provide detailed recommendations to improve the City's efforts to comply with legal requirements concerning the M/W/DBE programs including but not limited to annual and specific project goal setting processes, certification process, and other regulatory compliance issues.
- J. Final Report:
- 1) The complete and final Disparity Study Report shall contain recommendations on how often a study should be conducted in order to maintain the validity and integrity of

the program and also recommend efforts the City can complete (data collection, etc.), towards reduction of future study costs (i.e. how to best implement an effective bidders list, etc.).

- 2) The Final Study Report shall include the following minimum elements:
 - a) Name and signature of the person(s) responsible for the preparation of the analyses and the report including a description of their credentials supporting their expertise and qualifications to conduct the Disparity Analysis;
 - b) Executive Summary of findings and conclusions;
 - c) Definition section, including a definition of all racial and ethnic groups considered in the report;
 - d) Background Section: Detailed descriptions of all-pertinent methodology, results, discussions, conclusions, and recommendations;
 - e) Legal Analysis Section: Description of the legal framework for the analysis to include specific note of any relevant federal and State of Colorado laws and court decisions;
 - f) Assumptions Section: Discussion of all assumptions that influenced the analysis. Discussion must include:
 - (i) any approach(es) utilized and support for such approach(es);
 - (ii) the market area and regional breakdown and reasoning utilized for such breakdown;
 - (iii) any contracts or information included or not included in the Availability Analysis and the reason(s) for their inclusion or exclusion;
 - (iv) limitation(s) on the use of any data/proxies;
 - (v) how each relevant term – qualified, willing and capable – should be measured; a calculation of the projected growth of M/W/DBE firms over the next five (5) years in the relevant market areas consistent with the overall general business growth in the study area, particularly, as it relates to the City’s construction and construction related industry categories and for Airport Concessions.

K. Presentation of Final Report:

- 1) Present the results of the Final Study Report to the task force and key managers/stakeholders in a downtown meeting,
- 2) Present the results of the Final Study Report to the management of Denver International Airport,
- 3) Participate in any required Public Hearing(s) with the Denver City Council.

B.3 APPRENTICESHIP STUDY:

B.3.a BACKGROUND:

A. The City has been approached about implementing an apprenticeship utilization program that would require a certain amount of labor hours dedicated to apprentices. This study will examine and compare the historical utilization of Certified and Registered apprentices used in publicly-funded City projects versus private industry projects.

B.3.b SCOPE OF SERVICES/ DELIVERABLES:

A. General Requirements and Information:

- 1) This study will focus on 'Registered' Construction and Trades Apprentices enrolled in 'Certified Apprenticeship Program' recognized and approved by the U.S. Department- Labor Office of Apprenticeship (O.A.T).
<http://www.doleta.gov/oa/>
- 2) The Study will contain, as a whole and for each segment, findings of fact and legally defensible methodologies sufficient to withstand legal challenge.
- 3) The study timeframe will consider data from the following years: 2007, 2008, and 2009.

B. Project Tasks, Payment, and Timeline:

- 1) The selected consultant/firm will be required to work closely with the City's Director of the Division of Small Business Opportunity. The consultant/firm must, at a minimum:
 - a) identify key managers/stakeholders,
 - b) advise/assist in the creation of a task force,
 - c) determine data requirements,
 - d) schedule and facilitate required meetings,
 - e) review existing contracts and procurement methods,
 - f) create status reports as agreed upon/required,
 - g) upon agreement by the City, identify, schedule, survey, and interview outside resources of anecdotal evidence, if required,
 - h) schedule and facilitate any public hearings recommended to gather information,
- 2) Payment: The City is receptive to proposed payment structures-See Section C
- 3) Timeline: The City intends to receive a completed study within 12-18 months from contract date. Proposers will provide a detailed description of the proposed timeline for completion of the project.

C. Study Requirements:

- 1) The Study will identify the Construction Trades that have certified Apprenticeship Programs Registered with U.S. Department- Labor Office of Apprenticeship located in the relevant local trades markets.
- 2) The successful proposer shall then provide statistical data indicating the average and maximum number (over the course of three years) of 'Registered' apprentices in the each of the trades identified above in line 1.
- 3) The successful proposer will determine the actual utilization of the apprentices in line two above for both public (City and County of Denver) and private construction projects during the three year timeline.

D. Final Report:

- 1) The Study Final Report shall include the following minimum elements:
 - a) Name and signature of the person(s) responsible for the preparation of the analyses and the report including a description of their credentials supporting their expertise and qualifications to conduct the Apprentice Study;
 - b) Executive Summary of findings and conclusions;
 - c) Definition section, including a description of 'Registered' trades in the report;
 - d) Background Section: Detailed descriptions of all-pertinent methodology, results, discussions, conclusions, and recommendations;
 - e) Legal Analysis Section: Description of the legal framework for the analysis to include specific note of any relevant federal and State of Colorado laws and court decisions;
 - f) Assumptions Section: Discussion of all assumptions that influenced the analysis. Discussion must include:
 - (i) any approach(es) utilized and support for such approach(es);
 - (ii) the market area and regional breakdown and reasoning utilized for such breakdown;
 - (iii) any contracts or information included or not included in the Apprenticeship Study and the reason(s) for their inclusion or exclusion;
 - (iv) limitation(s) on the use of any data/proxies;

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E. Presentation of Final Report:

- 1) Present the results of the Final Study Report to the task force and key managers/stakeholders in a downtown meeting,
- 2) Participate in any required Public Hearing(s) with the Denver City Council.

B.4 PROPOSING CONTRACTOR QUESTIONS/ EVALUATION CRITERIA:

Your proposal must specifically address each of the questions/criteria indicated below. The quality and detail of your responses will figure significantly in the overall evaluation of your proposal. Proposers are encouraged to give examples and provide additional information to support each response. To standardize the format of all proposals, Proposers are required to respond to all inquiry items in the order given and to list the item number and restate the question/ criteria prior to giving their answer.

B.4.a EXPERIENCE

A. Please discuss your Organization's experience with producing similar studies whose scope of work was equivalent to the two studies' requirements herein.

- 1) Indicate Three (3) Client(s) and include:
 - a. Client's Location(s)
 - b. Client(s) Primary Contact Information (Name, Phone, Email)
 - c. Project/ Study(s) Scope
 - d. Project Costs
- 2) Please include at minimum, one (1) Disparity Study completed after 2006 and one (1) Apprenticeship Study or equivalent created by your organization within the last three (3) years that demonstrates your organization's ability to produce the studies required herein.

B. In addition:

- 1) Indicate issues were you confronted with, if any, that impacted your study(s)
- 2) How they were resolved.
- 3) What were your recommendations?

B.4.b MINORITY/ WOMEN/ DISADVANTAGE ENTERPRISE STUDY EVALUATION CRITERIA

1. Please discuss your methodology and approach to this project, to include:
 - a) Project tasks
 - b) Project deliverables, to include the minimum elements listed above
 - c) Information sources to be tapped, including use of existing or creation of new databases
 - d) Project timelines (see item 13 below in this section)
 - e) Project management and responsibilities
 - f) Resources to be provided
 - g) Resources required from the City
 - h) Other required or recommended elements

2. Please provide a brief synopsis of each disparity study(s) (equivalent to the one required herein) you have prepared since January 2000, the recommendations of that study(s) and why the recommendations were made, including those where:
 - A statistically significant disparity was shown;
 - No statistically significant disparity was shown.
3. Please discuss the team that you will use to conduct this study. How do you put a team together? What are the strengths of each of your team members? Please provide resumes.
4. Have you ever been required to defend a disparity study that you have produced or a study prepared by another consultant? If so, please discuss the issues, your defense and the outcome.
5. The City currently uses a B2GNow software program and database to register M/W/DBE vendors and to store data and create reports. Please discuss your familiarity with B2GNow or with any other databases.
6. Please discuss your experience in helping governmental organizations to draft ordinances/laws dealing with disparity.
7. Please discuss the quality control procedures that will be incorporated into your study to ensure a successful project. How will the City be able to review your work as it progresses? Please discuss any requested “course corrections” made by clients in past projects. What were the issues and what modifications to your original work plan were made?
8. Proposers will describe all methods to collect, review, and analyze relevant contracts and/or procurements awarded by City departments, as designated by the City. The analysis will classify contracts and procurements according to major industry categories and, where appropriate, sub-groups within each major category. For construction contracts, potential sub-groups include all trades and specialties for which contractor licenses are issued in the relevant market area and manufacturers/suppliers of materials used construction contracts. For construction related professional services, potential sub-groups include architectural and engineering services, environmental studies, and related technical services. For DIA Concessions, potential subgroups include retail and food services.
9. Proposers will include detailed narratives to fully describe all methods proposed to undertake and complete the disparity study, consistent with the objectives and requirements contained in Section B.2. including but not limited to:
 - a) Analysis of applicable legal principles, case law, and statutory authority concerning efforts to identify and remedy the effects of any past or present racial or gender based discrimination either by the City or by private contractors with whom the City does business;
 - b) Availability and Capability Analysis;
 - c) Relevant Market Area Analysis;
 - d) Disparity Analysis;
 - e) Qualitative Evidence of Discrimination Analysis;

- f) Goal Setting Analysis;
- g) Race and Gender Neutral Alternatives Analysis
- h) Narrow Tailoring Analysis

10. Proposers will also identify methods to address the following:

- a) Review the City's existing and proposed Procurement/Contracting Policies and Procedures related to M/W/DBE utilization and provide recommendations for changes/revisions designed to improve the effectiveness of the M/W/DBE programs and increase legal compliance;
- b) Provide detailed recommendations to improve the City's efforts to comply with legal requirements concerning the M/W/DBE programs including but not limited to annual and specific project goal setting, certification process, and other regulatory compliance issues;

11. Proposers will identify whether key personnel involved with the Disparity Study project will be available, within the Consultant's proposed fees, for consultation and expert witness services to the City in the event of a legal challenge.

12. Please identify all members of your team that have been qualified as expert witness under the Federal Rules of Evidence to testify about the findings and methodology of a disparity study.

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13. Timeline Table: Provide a timeline table similar to the one below, in the task description column indicate each material task, to the right of each task indicate the starting point, duration, and end by shading in the cell(s) within the multiple week timeline-for the entire length of the project.

a) This a General Format- Identified tasks are examples only; Proposing Contractors are responsible for actual proposal Task Description content and developing a project timeline.

MINORITY/ WOMEN/ DISADVANTAGE ENTERPRISE		WEEK																							
		1	2	3	4	5	6	7	8	9	10	...	42	43	44	45	46	47	48	49	50	51	...		
Task #	Task Description																								
1	Preliminary Meeting	█																							
2	Planning		█	█	█																				
3	Interviews			█	█	█	█																		
4	Statistics Compilation					█	█	█	█	█															
5	Statistical Analysis										█	█	█	█											
6	Availability Analysis Report Preparation							█	█	█				█	█	█	█								
7	Availability Analysis Report to City																	█	█						
8	Additional Interviews																		█	█	█				
9	Additional Statistics Compilation																			█	█				
10	Additional Statistical Analysis																				█	█			
11	Disparity Study Preparation																					█	█		
12	Disparity Study Report to City																						█		

B.4.c APPRENTICESHIP UTILIZATION STUDY EVALUATION CRITERIA

1. Please discuss your methodology and approach to this project, to include:
 - a) Project tasks;
 - b) Project deliverables, to include the minimum elements listed above;
 - c) Information sources to be tapped, including use of existing or creation of new databases;
 - d) Project timelines (see item 10 below in this section)
 - e) Project management and responsibilities;
 - f) Resources to be provided;
 - g) Resources required from the City; and
 - h) Other required or recommended elements.
2. Please discuss the team that you will use to conduct this apprenticeship study. How do you put a team together? What are the strengths of each of your team members? Please provide resumes.
3. The City currently uses LCP Tracker software program and database, which contains apprenticeship information. Please discuss your familiarity with LCP Tracker or with any other similar databases.
4. Please discuss your experience in helping governmental organizations to draft ordinances or policies to promote the utilization of registered apprentices on public construction contracts.
5. Please discuss the quality control procedures that will be incorporated into your study to ensure a successful project. How will the City be able to review your work as it progresses? Please discuss any requested “course corrections” made by clients in past projects. What were the issues and what modifications to your original work plan were made?
6. Proposers will describe all methods to collect, review, and analyze relevant data sources including but not limited to contracts and/or procurements awarded by City departments, as designated by the City. The analysis will classify utilization according to major industry trade groups and specialty groups including, if applicable, sub-groups within each major category.
7. Proposers will include detailed narratives to fully describe all methods proposed to undertake and complete the apprenticeship study, consistent with the objectives and requirements contained in Section B.3. including but not limited to:
 - a) Explain how your organization will determine for the three year time period all the construction trades that had/ have ‘Certified’ programs registered with the U.S. Department- Labor Office of Apprenticeship.
 - b) Discuss how your organization will determine/ segregate the number and availability of ‘Registered’ from ‘Unregistered’ Apprentices for the Study.
 - c) Describe in detail all methodologies used to estimate the total number of available registered and unregistered Apprentices and an estimated total of utilization for City and County of Denver construction projects.

9. Proposers will identify whether key personnel involved with the Apprenticeship Study project will be available, within the Consultant’s proposed fees, for consultation and expert witness services to the City in the event of a legal challenge.

10. Timeline Table: Provide a timeline table similar to the one below, in the task description column indicate each material task, to the right of each task indicate the starting point, duration, and end by shading in the cell(s) within the multiple week timeline-for the entire length of the project.

a) This a General Format- Identified tasks are examples only; Proposing Contractors are responsible for actual proposal Task Description content and developing a project timeline.

APPRENTICESHIP UTILIZATION STUDY		WEEK																					
Task #	Task Description	1	2	3	4	5	6	7	8	9	10	...	42	43	44	45	46	47	48	49	50	...	
1	Preliminary Meeting																						
2	Planning																						
3	Interviews																						
4	Statistics Compilation																						
5	Statistical Analysis																						
6	Availability Analysis Report Preparation																						
7	Availability Analysis Report to City																						
8	Additional Interviews																						
9	Additional Statistics Compilation																						
10	Additional Statistical Analysis																						
11	Disparity Study Preparation																						
12	Disparity Study Report to City																						

B.4.d PROPOSING CONTRACTOR AFFIRMATION / EXCEPTIONS TO SECTION B REQUIREMENTS.

1. Proposing contractors are to affirm their acceptance of the requirements indicated in Sections B.1, B.2, B.3 OR in the alternative indicate their exceptions to the City's requirements.
 - a) Indicate each section, sub-section, and bullet point and the description of the exception.

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SECTION C: PRICING

C.1 PRICING INFORMATION:

This section shall include a description of the proposed costs and prices. All pricing information shall be limited solely to this section of your proposal. This section should address all requirements set forth in Section B as well as any other items pertinent to your proposal pricing. The requirements have been developed to allow the City to uniformly evaluate prices submitted for the work. Accordingly, you should follow these instructions carefully and provide all data requested in the formats specified herein and in any referenced attachments.

Any omissions in this proposal shall be identified by each Vendor and incorporated into their proposal. The City will not increase the contract or any purchase order (either dollar amount or time) for items not included in the submitted proposal documents. The City reserves the right to purchase part or the entire proposal.

C.2 CHANGES:

The City will not consider change orders or amendments to any contract entered into under this Request for Proposals unless the City determines a need to change the original scope of the project. All items not itemized in the pricing above which are instrumental to completing the project will be at the cost of the selected contractor to supply at no additional charge to the City.

C.3 PRICING:

All prices quoted shall be firm and fixed.

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C.4 PROPOSAL ITEMS:

1. MINORITY/ WOMEN/ DISADVANTAGE ENTERPRISE STUDY

FIRM AND FIXED FEE to conduct a legally defensible economic and statistical analysis of discrimination against Minority, Women Owned and Disadvantaged Businesses (M/W/DBE) **meeting all minimum requirements and deliverables listed in Section B.** In relation to: G.S.P.D. Procured Services, General Business Services, Building Management and Maintenance Services, Parking Services, Communication and Equipment Services, Security Services, Maintenance and Repair Services including Landscaping, and Waste Management Services, additional suggested services along with the procurement involved with Construction, Construction-Related Services and Construction Initiatives and Denver International Airport (DIA) Concessions for all agencies of the City & County of Denver, including DIA, for the years 2005-2009. This study shall include an analysis of both prime contracting and sub-contracting, but is not intended to include analysis of the procurement of goods or commodities.

- a. **Total Firm and Fixed FEE:** \$ _____
[Example \$450,000]
- b. **Breakdown the fee using the tables below as a guide.**
- c. **Utilize timetables from Section B above.**
- d. **Enter each position's proposed task hours, then sum.**
- e. **Indicate each position's hourly billing rate.**
- f. **Sum and total at bottom right of table.**
 - o **Amount should equal amount indicated in line a. above.**
- g. **Provide a proposed monthly pay schedule.**
- h. **Amounts shall correlate**

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Request for Proposal No. 6681
 Minority/Women Owned/Disadvantaged Business Enterprise Disparity
 and Registered Apprenticeship Study

EXAMPLE ONLY- PROPOSER TO RE-PRODUCE							
MINORITY/ WOMEN/ DISADVANTAGE ENTERPRISE STUDY							
-POSITION/ HOUR PRICE BREAKDOWN-							
		Position and Hours					
Task #	Task Description	Project Manager 'John Doe'	Assistant 'Jane Doe'	Interviewer 'Bob' Statistician	Report Writer 'John'		
1	Preliminary Meeting	__ Hours	__ Hours	__ Hours	__ Hours	__ Hours	__ Hours
2	Planning	__ Hours	__ Hours	__ Hours	__ Hours	__ Hours	__ Hours
3	Interviews	__ Hours	__ Hours	__ Hours	__ Hours	__ Hours	__ Hours
4	Statistics Compilation	__ Hours	__ Hours	__ Hours	__ Hours	__ Hours	__ Hours
5	Statistical Analysis	__ Hours	__ Hours	__ Hours	__ Hours	__ Hours	__ Hours
6	Availability Analysis Report Preparation	__ Hours	__ Hours	__ Hours	__ Hours	__ Hours	__ Hours
7	Availability Analysis Report to City	__ Hours	__ Hours	__ Hours	__ Hours	__ Hours	__ Hours
8	Additional Interviews	__ Hours	__ Hours	__ Hours	__ Hours	__ Hours	__ Hours
9	Additional Statistics Compilation	__ Hours	__ Hours	__ Hours	__ Hours	__ Hours	__ Hours
10	Additional Statistical Analysis	__ Hours	__ Hours	__ Hours	__ Hours	__ Hours	__ Hours
11	Disparity Study Preparation	__ Hours	__ Hours	__ Hours	__ Hours	__ Hours	__ Hours
12	Disparity Study Report to City	__ Hours	__ Hours	__ Hours	__ Hours	__ Hours	__ Hours
Total Hours Each Position		__ Hours	__ Hours	__ Hours	__ Hours	__ Hours	__ Hours
Hourly Fee		\$ ___ / HR	\$ ___ / HR	\$ ___ / HR	\$ ___ / HR	\$ ___ / HR	\$ ___ / HR
Total Fee per Position		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
MINORITY/ WOMEN/ DISADVANTAGE ENTERPRISE STUDY						“\$450,000”	
-Total Fee All Positions and Hours-							

EXAMPLE ONLY-PROPOSER TO RE-PRODUCE PROPOSED MINORITY/ WOMEN/ DISADVANTAGE ENTERPRISE MONTHLY PAY SCHEDULE OR AN EQUIVALENT									
Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	Total Shall Equal Above
Month 10	Month 11	Month 12	Month 13	Month 14	Month 15	Month 16	Month 17	Month 18	
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	“\$450,000”

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2. APPRENTICESHIP UTILIZATION STUDY

FIRM AND FIXED FEE to conduct a legally defensible economic and statistical analysis of Apprenticeship Utilization, **meeting all minimum requirements and deliverables listed in Section B.**

- a. Total Firm and Fixed FEE: \$ _____
[Example \$150,000]
- b. Breakdown the fee using the table below as a guide.
- c. Utilize timetables from Section B above.
- d. Enter each position's proposed task hours, then sum.
- e. Indicate each position's hourly billing rate.
- f. Sum and total at bottom right of table.
 - o Amount should equal amount indicated in line a. above.
- g. Provide a proposed monthly pay schedule.
- h. Amounts shall correlate

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Request for Proposal No. 6681
 Minority/Women Owned/Disadvantaged Business Enterprise Disparity
 and Registered Apprenticeship Study

EXAMPLE ONLY-PROPOSER TO RE-PRODUCE							
APPRENTICESHIP UTILIZATION STUDY							
-POSITION/ HOUR PRICE BREAKDOWN-							
		Position and Hours					
Task #	Task Description	Project Manager 'John Doe'	Assistant 'Jane Doe'	Interviewer 'Bob' Statistician	Report Writer 'John'		
1	Preliminary Meeting	__ Hours	__ Hours	__ Hours	__ Hours	__ Hours	__ Hours
2	Planning	__ Hours	__ Hours	__ Hours	__ Hours	__ Hours	__ Hours
3	Interviews	__ Hours	__ Hours	__ Hours	__ Hours	__ Hours	__ Hours
4	Statistics Compilation	__ Hours	__ Hours	__ Hours	__ Hours	__ Hours	__ Hours
5	Statistical Analysis	__ Hours	__ Hours	__ Hours	__ Hours	__ Hours	__ Hours
6	Availability Analysis Report Preparation	__ Hours	__ Hours	__ Hours	__ Hours	__ Hours	__ Hours
7	Availability Analysis Report to City	__ Hours	__ Hours	__ Hours	__ Hours	__ Hours	__ Hours
8	Additional Interviews	__ Hours	__ Hours	__ Hours	__ Hours	__ Hours	__ Hours
9	Additional Statistics Compilation	__ Hours	__ Hours	__ Hours	__ Hours	__ Hours	__ Hours
10	Additional Statistical Analysis	__ Hours	__ Hours	__ Hours	__ Hours	__ Hours	__ Hours
11	Disparity Study Preparation	__ Hours	__ Hours	__ Hours	__ Hours	__ Hours	__ Hours
12	Disparity Study Report to City	__ Hours	__ Hours	__ Hours	__ Hours	__ Hours	__ Hours
Total Hours Each Position		__ Hours	__ Hours	__ Hours	__ Hours	__ Hours	__ Hours
Hourly Fee		\$ ___ / HR	\$ ___ / HR	\$ ___ / HR	\$ ___ / HR	\$ ___ / HR	\$ ___ / HR
Total Fee per Position		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
APPRENTICESHIP UTILIZATION STUDY						-\$150,000	
-Total Fee All Positions and Hours-							

**EXAMPLE ONLY-PROPOSER TO RE-PRODUCE
 PROPOSED APPRENTICESHIP UTILIZATION STUDY
 MONTHLY PAY SCHEDULE OR AN EQUIVALENT**

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	Total Shall Above
Month 10	Month 11	Month 12	Month 13	Month 14	Month 15	Month 16	Month 17	Month 18	Month 18	Total
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	“\$150,000”

3. COMBINED STUDIES AND MISCELLANEOUS CHARGES SUMMARY TABLE PROPOSER TO RE-PRODUCE	
MINORITY/ WOMEN/ DISADVANTAGE ENTERPRISE STUDY -Total Fee All Positions and Hours-	"\$450,000"
APPRENTICESHIP UTILIZATION STUDY -Total Fee All Positions and Hours-	"\$150,000"
Travel, Airfare, Hotel-Fees	"\$6000"
Miscellaneous and Sundry Items Fee	"3000"
Other: _____	"\$ _ "
Other: _____	"\$ _ "
Other: _____	"\$ _ "
Other: _____	"\$ _ "
#6681 PROPOSAL SUBMITTAL TOTAL PROJECT FEE TO THE CITY AND COUNTY OF DENVER FOR TWO STUDIES AND MISCELLANEOUS ITEMS ABOVE	"\$609,000"

SECTION D: SAMPLE CONTRACT

This section shall include your response to the City's proposed terms and conditions included in this Section D and shall form the basis for the preparation of an Agreement covering the subject matter of this RFP.

You shall respond in your proposal either that all terms and conditions are acceptable or that some are acceptable and some are not. Underline or highlight those words, phrases, sentences, paragraphs, etc. that are not satisfactory and note any exceptions by referencing the appropriate article number, a brief explanation and alternative language, if any, and submit same on a separate typewritten sheet. Any exceptions will be taken into consideration when evaluating your proposal.

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Note: This draft agreement is a sample agreement provided for informational purposes only. The City and County of Denver reserves the right to make changes of any kind to this sample agreement.

AGREEMENT

THIS AGREEMENT is made _____, 20__, between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and _____, a _____, [with its principal place of business located at/ doing business at] _____ (the “Consultant”), collectively “the parties”.

The parties agree as follows:

1. **COORDINATION AND LIAISON:** The Consultant shall fully coordinate all services under the Agreement with the Director of the Division of Small Business, Office of Economic Development, (“Director”) or, the Director’s Designee.

2. **SERVICES TO BE PERFORMED:**

a. At the direction of the Director, the Consultant shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth on *Exhibit A*, the Scope of Work, to the City’s satisfaction.

b. The Consultant is ready, willing, and able to provide the services required by this Agreement.

c. The Consultant shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

3. **TERM:** The Agreement will commence on _____, 20__ and will expire on _____ (the “Term”). [Subject to the Director’s prior written authorization, the Consultant shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Director.]

4. **COMPENSATION AND PAYMENT:**

a. **Fee:** The City shall pay and the Consultant shall accept as the sole compensation for services rendered and costs incurred under the Agreement \$ _____. Amounts billed may not exceed the rates [budget] set forth in *Exhibit B*.

b. **Reimbursable Expenses:** There are no reimbursable expenses allowed under the Agreement. All of the Consultant’s expenses are contained in the rates [budget] in *Exhibit B*.

c. **Invoicing:** Consultant shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

d. **Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed _____ (\$_____) (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Consultant beyond that specifically described in *Exhibit A*. Any services performed beyond those in Exhibit A are performed at Consultant's risk and without authorization under the Agreement.

(2) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

5. **STATUS OF CONSULTANT:** The Consultant is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Consultant nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

6. **TERMINATION:**

a. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon twenty (20) days prior written notice to the Consultant. However, nothing gives the Consultant the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Director.

b. Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Consultant or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft,

racketeering, extortion or any offense of a similar nature in connection with Consultant's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

c. Upon termination of the Agreement, with or without cause, the Consultant shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.

d. If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Consultant's possession, custody, or control by whatever method the City deems expedient. The Consultant shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Consultant shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE".

7. **EXAMINATION OF RECORDS:** 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 any pertinent books, documents, papers and records of the Consultant, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.

8. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Consultant. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

9. **INSURANCE:**

a. **General Conditions:** Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Consultant shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement stating "Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the issuing company shall send

written notice to Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202. Such written notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior.” Additionally, Consultant shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by certified mail, return receipt requested. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Consultant. Consultant shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Consultant. The Consultant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

b. Proof of Insurance: Consultant shall provide a copy of this Agreement to its insurance agent or broker. Consultant may not commence services or work relating to the Agreement prior to placement of coverage. Consultant certifies that the certificate of insurance attached as *Exhibit C*, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City’s contract number be referenced on the Certificate. The City’s acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Consultant’s breach of this Agreement or of any of the City’s rights or remedies under this Agreement. The City’s Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

c. Additional Insureds: For Commercial General Liability, Auto Liability and Excess Liability/Umbrella, Consultant and subcontractor’s insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

d. Waiver of Subrogation: For all coverages, Consultant’s insurer shall waive subrogation rights against the City.

e. Subcontractors and Subconsultants: All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Consultant. Consultant shall include all such subcontractors as additional insured under its policies (with the exception of Workers’ Compensation) or shall ensure that all such

subcontractors and subconsultants maintain the required coverages. Consultant agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

f. Workers' Compensation/Employer's Liability Insurance: Consultant shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$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. Consultant expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Consultant's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Consultant executes this Agreement.

g. Commercial General Liability: Consultant shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

h. Business Automobile Liability: Consultant shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

i. Professional Liability: Consultant shall maintain professional liability limits of \$1,000,000.00 per claim and \$2,000,000.00 aggregate policy limit.

j. Additional Provisions:

(a) For Commercial General Liability and Excess Liability, the policies must provide the following:

- (i) That this Agreement is an Insured Contract under the policy;
- (ii) Defense costs in excess of policy limits;
- (iii) A severability of interests, separation of insureds or cross liability provision; and
- (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(b) For claims-made coverage:

- (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.

(c) Consultant shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Consultant will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

10. DEFENSE AND INDEMNIFICATION

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

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

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

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

11. **TAXES, CHARGES AND PENALTIES**: The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Consultant shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property

12. **ASSIGNMENT; SUBCONTRACTING**: The Consultant shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and shall be cause for termination of this Agreement by the City. The Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Consultant shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

13. **INUREMENT**: The rights and obligations of the parties to the Agreement inure to the benefit of and shall be binding upon the parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

14. **NO THIRD PARTY BENEFICIARY**: Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Consultant receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

15. **NO AUTHORITY TO BIND CITY TO CONTRACTS**: The Consultant lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

16. **SEVERABILITY**: Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any

provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

17. CONFLICT OF INTEREST:

a. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Consultant shall not hire, or contract for services with, any employee or officer of the City in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

b. The Consultant shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Consultant represents that it has disclosed any and all current or potential conflicts of interest which shall include transactions, activities or conduct that would affect the judgment, actions or work of the Consultant by placing the Consultant's own interests, or the interests of any party with whom the Consultant has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Consultant written notice describing the conflict.

18. NOTICES: All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Consultant at the address first above written, and if to the City at:

Director, Division of Small Business or Designee
201 West Colfax Avenue, Dept. 907
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

19. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:

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

b. The Consultant certifies that:

- (1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
- (2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

c. The Consultant also agrees and represents that:

- (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Consultant that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.
- (4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Consultant to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
- (5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Consultant will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor

provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

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

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

20. **DISPUTES**: All disputes between the City and Consultant arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Director as defined in this Agreement.

21. **GOVERNING LAW; VENUE**: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District.

22. **NO DISCRIMINATION IN EMPLOYMENT**: In connection with the performance of work under the Agreement, the Consultant may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability. The Consultant shall insert the foregoing provision in all subcontracts.

23. **COMPLIANCE WITH ALL LAWS:** Consultant shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

24. **LEGAL AUTHORITY:** Consultant represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Consultant represents and warrants that he has been fully authorized by Consultant to execute the Agreement on behalf of Consultant and to validly and legally bind Consultant to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Consultant or the person signing the Agreement to enter into the Agreement.

25. **NO CONSTRUCTION AGAINST DRAFTING PARTY:** The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

26. **ORDER OF PRECEDENCE:** In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

27. **INTELLECTUAL PROPERTY RIGHTS:** The City and Consultant intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, music, sketches, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Consultant and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, "Materials"), shall belong to the City. The Consultant shall disclose all such items to the City. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a "work made for hire" and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a "work made for hire," the Consultant (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity.

28. **SURVIVAL OF CERTAIN PROVISIONS:** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Consultant's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

29. **ADVERTISING AND PUBLIC DISCLOSURE:** The Consultant shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Consultant's advertising or public relations materials without first obtaining the written approval of the Director. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Consultant shall notify the Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

30. **CITY EXECUTION OF AGREEMENT:** The Agreement will not be effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

31. **AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** The Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

32. **USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** The Consultant shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A 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 contract personnel being barred from City facilities and from participating in City operations.

33. **COUNTERPARTS OF THE AGREEMENT:** The Agreement may be executed in counterparts, each of which is an original and constitute the same instrument.

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

THE PARTIES have executed this Agreement as of the date first written above.

ATTEST:

CITY AND COUNTY OF DENVER:

By: _____
STEPHANIE Y. O'MALLEY, Clerk
and Recorder, Ex-Officio Clerk of the
City and County of Denver

By: _____
MAYOR

RECOMMENDED AND APPROVED:

By: _____
Director, Office of Economic
Development

By: _____
Director, Small Business Division

APPROVED AS TO FORM:

DAVID R. FINE
CITY ATTORNEY for the City and
County of Denver

REGISTERED AND COUNTERSIGNED:

By: _____
Manager of Finance

By: _____
Assistant City Attorney

Contract Control No. _____

By: _____
Auditor

"CITY"

ATTEST: [If required by Corporate
procedures]

INSERT NAME OF CONSULTANT
Taxpayer (IRS) I.D. No. _____

By: _____

By: _____

Title: _____

Name: _____
(please print)
Title: _____

"CONSULTANT"

- EXHIBIT A SCOPE OF WORK
- EXHIBIT B RATES [BUDGET]
- EXHIBIT C CERTIFICATE OF INSURANCE

SECTION E: ADDITIONAL REQUIRED INFORMATION

E.1 CONTRACT CERTIFICATION FORM: #6681

CITY AND COUNTY OF DENVER

I, on behalf of the Proposing Contractor identified below, hereby certify that I have read a copy of the sample contract attached to the RFP and understand the terms and provisions contained in that contract. I further hereby certify that it is the Proposing Contractor's intent to comply with each and every term and provision contained in the sample contract and propose no modifications to the sample contract except as follows:

- 1) _____
- 2) _____
- 3) _____

I understand that the modification stated above, if any, are offered for discussion purposes only and that the City and County of Denver reserves the right to accept, reject or further negotiate any and all proposed modification to the sample contract.

Proposer Name: _____

Program Name (if applicable): _____

Executive Director: _____

Name (please print):

E.2 DISCLOSURE OF PRINCIPALS:

Pursuant to D.R.M.C. 20-69: all contract for professional or personal services which will exceed twenty-five thousand dollars (\$25,000.00); all proposals for use of real property of or by the City, the duration of which is one year or longer and which exceeds twenty-five thousand dollars (\$25,000.00) in revenue or cost; and all proposals for concession agreements for the use of City facilities or property must be accompanied by a separate detachable page setting forth the following information:

- (1) the names of any officer, director, owner or principal of the business entity, including the identity of any shareholder who owns or controls 5% or more of the business entity, and either 1) the names of his or her spouse, and children under eighteen years of age; or 2) a statement that he or she or his or her spouse, or children, if any, under the age of eighteen have or have not made a contribution, as defined in D.R.M.C. 15-32, or contribution in-kind, as defined in D.R.M.C. 15-32, to any candidate, as defined in D.R.M.C. 15-32, during the last five years and identifying by name himself or herself or any spouse or child under the age of eighteen who has made such a contribution or contribution in-kind to a candidate.
- (2) the name of any subcontractors or vendors whose share of the proposal exceeds \$100,000.00 of the contract or formal proposal amount; and
- (3) the names of any unions with which the vendor has a collective bargaining agreement.

See the following page ___ for a form which may be used for such vendor disclosure.

The information required in (1) above must be provided at the time of proposal submittal, and the information required in (2) and (3) must be submitted in a timely fashion prior to award.

Failure to provide the required information in a timely fashion shall render any proposal to which D.R.M.C. 20-69 applies non-responsive.

While a vendor who has already disclosed such information need not provide such information with a second or subsequent proposal unless such information has changed, it shall be the responsibility of each such vendor to verify that such information is still current as of the date of such subsequent proposal and is in fact on file with the City Clerk **by so stating and signing the Disclosure Form**. Failure to provide or update the required information in a timely fashion shall render any proposal to which D.R.M.C. 20-69 applies non-responsive.

VENDOR/CONTRACTOR/VENDOR/VENDOR DISCLOSURE

Bidding Entity's/Vendor's Name	Telephone Number	Form Completion Date
Address	Printed Name of Officer/Owner	
City, State, Zip Code	Signature of Officer/Owner	

Section 20-69, D.R.M.C. requires the disclosure of the name of each officer, director, shareholder who owns or controls 5% or more of the business entity, principal, and owner of each bidding or proposing entity, and either the names of the spouses of those individuals and the names of their children under the age of eighteen (18), or a statement in lieu of the disclosure of the names of such spouses and children as set forth below in the "Certified Statement in Lieu of Disclosure". **The names of officers, directors, 5% shareholders, principals and owners must be disclosed in either event.** Required disclosures also include the names of any subcontractor/supplier receiving more than \$100,000.00 of work and the names of any unions with which the bidder/Vendor has a collective bargaining agreement.

This page may be photocopied if additional space is required.

The individuals listed below are disclosed as having the noted relationship with the business entity/Vendor listed above. Show appropriate letter in the box to the left. Use center box for relationship to another line number: A=Officer, B=Director, C=Principal, D=Owner, E=Controller of 5% or more of the stock, F=Spouse, G=Child under age 18, H=Subcontractor, I=Supplier, J=Union. Identify with an asterisk (*) all listed persons who have made a contribution or contribution in-kind, as defined by Section 15-32 D.R.M.C., within the last five years.

- | | |
|----------------------|-----------------------|
| 1. [] [] [] _____ | 9. [] [] [] _____ |
| 2. [] [] [] _____ | 10. [] [] [] _____ |
| 3. [] [] [] _____ | 11. [] [] [] _____ |
| 4. [] [] [] _____ | 12. [] [] [] _____ |
| 5. [] [] [] _____ | 13. [] [] [] _____ |
| 6. [] [] [] _____ | 14. [] [] [] _____ |
| 7. [] [] [] _____ | 15. [] [] [] _____ |
| 8. [] [] [] _____ | 16. [] [] [] _____ |

**BIDDER/CONTRACTOR/VENDOR/VENDOR CERTIFIED STATEMENT
 IN LIEU OF DISCLOSURE OF NAMES OF SPOUSES AND CHILDREN**

I hereby certify that, except as identified by an asterisk above, no officer, director, shareholder who owns or controls 5% or more of the business entity, principal, or owner or his or her spouse or child under eighteen years of age has made a contribution, as defined at Section 15-32 D.R.M.C., or a contribution in kind, as defined at Section 15-32 D.R.M.C., to a candidate, as defined at Section 15-32 D.R.M.C., during the last five years.

 Printed Name of Officer/Owner of Bidding/Proposing entity

 Signature of Officer/Owner of Bidding/Proposing entity

E.3 VENDOR'S CHECK LIST:

The following check list should be used to ensure required documentation is attached to the proposal. If a document is not required for your proposal, write n/a in the blank.

1. Have you signed the front page of the proposal?

2. Have you reviewed all proposal prices, checked unit costs, extensions and totals?

3. Have you included manufacturer's names and reference numbers, as applicable?

4. Have you listed the quantities you will supply?

5. Have you supplied any alternatives or additional information on separate headed note paper?

6. Have you responded to or completed and included in your response **all** of the City's requirements, questions, forms, including the vendor sustainability form and other city requests (where applicable)?

7. Have you assured that there is sufficient time to transmit this proposal? The mailing envelope must be delivered on time, as specified in the proposal, to the correct address; the proposal must be sealed and marked with proposal number, date required and proposal title.

8. Have you enclosed relevant technical literature or samples (where applicable)?

E.4 VENDOR INFORMATION

Vendor											
Tell us where the vendor will provide? <input type="checkbox"/> Rent <input type="checkbox"/> Medical Service 06 <input checked="" type="checkbox"/> Non-Employee Compensation 07 <input type="checkbox"/> Attorney 14											
Business Name	Tax ID # (TIN or SSN)										
Business Address	Telephone Number										
City, State Zip	Fax Number										
Order Address (If different from above)	Email (not Required)										
City, State, Zip	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="padding: 2px;">Vendor Entity Type (check one)</th> </tr> </thead> <tbody> <tr> <td style="padding: 2px;"><input type="checkbox"/> Individual</td> <td style="padding: 2px;"><input type="checkbox"/> LLP/LLC</td> </tr> <tr> <td style="padding: 2px;"><input type="checkbox"/> Partnership</td> <td style="padding: 2px;"><input type="checkbox"/> Sole Proprietor</td> </tr> <tr> <td style="padding: 2px;"><input type="checkbox"/> Corporation</td> <td style="padding: 2px;"><input type="checkbox"/> Government</td> </tr> <tr> <td style="padding: 2px;"><input type="checkbox"/> Exempt/Non-Profit</td> <td style="padding: 2px;"><input type="checkbox"/> Employee</td> </tr> </tbody> </table>	Vendor Entity Type (check one)		<input type="checkbox"/> Individual	<input type="checkbox"/> LLP/LLC	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Corporation	<input type="checkbox"/> Government	<input type="checkbox"/> Exempt/Non-Profit	<input type="checkbox"/> Employee
Vendor Entity Type (check one)											
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<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor										
<input type="checkbox"/> Corporation	<input type="checkbox"/> Government										
<input type="checkbox"/> Exempt/Non-Profit	<input type="checkbox"/> Employee										
Remittance Name											
Remittance Address											
City, State, Zip											

Information

Substitute Form
W-9

**REQUEST FOR TAXPAYER
 IDENTIFICATION NUMBER (TIN) VERIFICATION**

For Auditor's Office Use Only

Vendor #

PLEASE PRINT OR TYPE
 INFORMATION

Legal Name (Do NOT Enter the Business name of a sole proprietorship on this line.)

Trade Name (Complete only if doing business as – DBA.)

Official Business/Mailing Address (Include City, State and Zip Code.)

Do NOT send to the IRS

Return this form to the **City and
 County of Denver** contact with
 whom you have been working at
 the address below.

Purchasing Division
 Department of General Services
 City & County of Denver
 Wellington E. Webb Municipal Office Building
 201 W. Colfax Ave. Dept 304
 Denver, CO 80202

Check this box if you are either an attorney or a law firm. Check this box if you are a medical service provider.

Check your legal entity type and enter your 9-digit Taxpayer Identification Number (TIN) below.

For Individuals, this is your Social Security Number (SSN). For other entities, it is your Employer Identification Number (EIN).

Sole Proprietor (Note: Enter both the Owners SSN and the business EIN if applicable.)

SSN

--	--	--	--	--	--	--	--	--

EIN

			+			+		
--	--	--	---	--	--	---	--	--

Individual

SSN

		+						
--	--	---	--	--	--	--	--	--

General Partnership

EIN

			+			+		
--	--	--	---	--	--	---	--	--

Corporation

EIN

			+					
--	--	--	---	--	--	--	--	--

S-Corporation

EIN

			+					
--	--	--	---	--	--	--	--	--

LLC

EIN

			+					
--	--	--	---	--	--	--	--	--

LLP

EIN

			+					
--	--	--	---	--	--	--	--	--

Government Entity

EIN

			+					
--	--	--	---	--	--	--	--	--

Exempt or Non-Profit Organization

EIN

			+					
--	--	--	---	--	--	--	--	--

If your business is a Foreign Entity please request a Form W-8 Certificate of Foreign Status from your City & County of Denver contact.

CERTIFICATION

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide the correct TIN.

Name (print or type) _____ **Title** (print or type) _____

Signature _____ **Date** _____ **Telephone** _____

B.4.b MINORITY/ WOMEN/ DISADVANTAGE ENTERPRISE STUDY EVALUATION CRITERIA

1. Please discuss your methodology and approach to this project, to include:
 - a) Project tasks
 - b) Project deliverables, to include the minimum elements listed above
 - c) Information sources to be tapped, including use of existing or creation of new databases
 - d) Project timelines (see item 13 below in this section)
 - e) Project management and responsibilities
 - f) Resources to be provided
 - g) Resources required from the City
 - h) Other required or recommended elements

Approach and Methodology

Having completed disparity studies for over 140 jurisdictions, MGT has developed a very rigorous project management process. This process is designed to ensure that the project is conducted efficiently, follows a rigorous methodology, and produces a quality set of findings and recommendations that meets the requirements of Croson, Adarand, and related case law. These issues are discussed in further detail in the following paragraphs.

Our project will be managed by a Partner-in-Charge who will have overall responsibility for designing and managing the project and a Project Director who will be responsible for day-to-day project activities. Both of these managers have extensive experience in designing and managing disparity studies.

Our experience has shown a disparity study must be carefully structured, managed, and monitored to meet all deadlines and to produce clear and complete findings, analyses, progress reports, preliminary and final reports, and oral presentations. Accordingly, we have developed and proposed a very rigorous project communication plan consisting of:

- The development of a mutually acceptable work plan, methodology, and time schedule at the beginning of the project. We will ask the City and County of Denver's (City) Project Manager to approve the plan so both parties have a clear understanding of what the project is to accomplish, what methodologies will be employed, and the time schedule that will be followed.
- The use of the work plan to make project assignments to team members and to monitor their progress.
- The use of the work plan by our project team to report progress to the City's Project Manager and for the City's Project Manager to monitor our progress.
- A monthly written progress report issued to the City, however, we will communicate more frequently with the City's Project Manager.
- Review and acceptance by the City's Project Manager of all data collection instruments, sampling methods, and databases as the project progresses to ensure that we have agreement between our team and the city. Disparity studies are too large and complex to get far down the line toward completing a set of analyses only to find that errors were made early in the process. For this reason, we have a large number of built-in quality checks, including client sign-off, as we progress through the study.

- Thorough training of all subconsultants and data collection personnel in conjunction with frequent monitoring and quality control checks of their work.
- The use of computer data analysis models with built-in quality control checks that will not allow the analyses to proceed if data or analytical errors exist.
- The submission of deliverables to the city at the end of each major work task so our work can be monitored and we can receive feedback as the project progresses.
- The submission of a draft final report for review and comment prior to being finalized.

In addition to the reporting system designed to keep the City informed during the study, MGT has developed an internal control system to monitor the study's progress, quality, and budget. As a result of our numerous disparity studies, we have refined this system to include internal reports and briefings with our Partner-in-Charge, Project Director, and Team Members. Hours expended by project team members will be closely monitored to ensure the project remains on schedule and within budget. This is a critical component to MGT's approach, which will provide the City with a study process that is thorough, accurate, and satisfactory.

MGT believes one of the most important components of a successful project is communication. MGT's project management staff will be in frequent contact with the City's Project Manager via telephone, e-mail, and face-to-face meetings.

MGT will conduct an Availability and Disparity Study that meets all of the study requirements outlined in Section *B.2.b. Scope of Services/Deliverables* of the RFP. In summary, MGT will conduct a comprehensive disparity study that will:

- Analyze award and procurement of Construction and Construction-related Professional Services contracts funded by the City and awarded by the City's Department of Public Works, the Department of General Services; Department of Aviation and other City user departments and City.
- Analyze the award and procurement of concession related goods and services contracts at Denver International Airport.
- Analyze the procurement of services by the City's Department of General Services Purchasing Division specific to: General Business Services, Building Management and Maintenance Services, Parking Services, Furniture, Fixtures, and Equipment (FF&E), Communication Equipment and Services, Security Services, Maintenance and Repair Services including Landscaping, and Waste Management Services.

The Study will contain, for each contracting area, all necessary findings of fact and legally defensible methodologies sufficient to withstand legal challenge in accordance with published case law and applicable statutory framework. The Study will also be in accordance with the requirements of USDOT concerning the receipt of federal funds pursuant to 49 CFR Part 23 and Part 26 for the federal DBE and ACDBE programs.

Detailed Work Plan

To accomplish the objectives of the Availability and Disparity Study for the City and County of Denver, MGT proposes the following work approach and work plan.

TASK 1.0: PROJECT MANAGEMENT OBJECTIVES

Task Background Information:

In order to ensure effective project communication and quality work products, we incorporate project management as a major task in the study. This project management task was developed as a means to measure and monitor the progress of the project tasks and any other project related issues, in an effort to perform the study's objectives in an efficient and timely manner.

Objectives:

- Timely and accurate completion of project deliverables.
- Maintain regular communication with client's project management.
- Provide oversight and management of consulting staff.
- Ensure quality control of all deliverables.

Activities:

- 1.1 Provide monthly activity reports documenting MGT's task performances, including but not limited to, personnel hours, and documentation supporting work completed, where applicable.
- 1.2 Conduct regularly scheduled meetings with project staff.
- 1.3 Maintain consistent communication with City's Project Manager.
- 1.4 Utilize MGT's quality and control process for all written reports.

Deliverable:

- Monthly activity reports.

TASK 2.0: INITIATE PROJECT AND FINALIZE WORK PLAN

Task Background Information:

In order to meet the needs of the City, it is very important that there is a full and complete understanding of how the study will be conducted; the challenges involved in conducting the study; and the level of support, coordination, and cooperation that will be necessary throughout the study process. As a precursor to beginning the core project tasks, MGT will conduct a project kick-off meeting and other activities to establish roles and responsibilities of MGT staff, as well as those of the City. During this project initiation process, MGT and the City will meet face-to-face or via teleconference to discuss and make final decisions on the most appropriate work plan to guarantee that the City's study requirements and needs are carefully and fully met. We also view the project initiation as a key step in beginning to help guide the City through the disparity study process.

Objectives:

- Identify research methodologies and resources, legal and policy reviews, anecdotal activities, and private sector research
- Establish a final, mutually acceptable detailed work plan, reporting formats and schedules, project deliverables, and relationships.
- Evaluate progress with previous disparity study recommendations.

Activities:

- 2.1 Meet with the City's Project Manager to initiate the project and establish working relationships.
- 2.2 Determine the availability of electronic data in a format acceptable for analysis. Depending on availability and whether the data is acceptable, we will conduct data assessment described in Task 5.0.
- 2.3 Conduct kick-off meeting.
- 2.4 Prepare a draft list of definitions to be used for the study. Review draft data parameters with the City's Project Manager. Make appropriate changes to the parameters.
- 2.5 Develop recommended changes to the work plan based upon the availability of information from the above files.
- 2.6 Review previous disparity study recommendations and evaluate progress towards implementing the study recommendations.

Deliverables:

- Revised work plan.
- Data Assessment forms.

TASK 3.0: CONDUCT DETAILED LEGAL REVIEW

Task Background Information:

MGT will thoroughly review the Supreme Court's decisions and several other relevant court cases applicable to the Tenth Circuit. The review will concentrate on identifying specific methodological guidelines, direction for the policy review and parameters for recommendations. Where court decisions differ on guidelines, additional legal research will be conducted to identify the guideline most acceptable to the courts.

Objective:

- Develop detailed understanding of the methodological and program requirements necessary to adhere to the decisions in *Crosen*, *Adarand*, *Concrete Works*, *Gross Seed*, *H.B. Rowe*, and other relevant court opinions.

Activities:

- 3.1 Identify and obtain the opinions in the Tenth Circuit Court of Appeals and other relevant court cases.
- 3.2 Conduct a detailed review of each set of opinions.

- 3.3 Prepare a list of the methodological and program requirements in each opinion.
- 3.4 Examine all judicial decisions and statutes at the State and local level that are related to minority-, women- and disadvantaged-owned business enterprise participation and their impact on DBE and M/WBE programs.
- 3.5 Monitor new cases in the area of equal protection and affirmative action in general and assess their impact on the City.
- 3.6 Prepare a legal report reviewing prior cases and identifying relevant program requirements.

Deliverable:

- Legal review of *Croson, Adarand, Concrete Works, H.B. Rowe*, and other relevant court cases with emphasis on program and methodological requirements.

TASK 4.0 REVIEW OF POLICIES, PROCEDURES, AND PROGRAMS

Task Background Information:

Using 49CFR Part 26 and CFR Part 23 as a starting point, MGT will carefully examine regulations statutes, policies, and procedures that previously governed and currently govern both DBE and ACDBE procurement. We will review existing and archived documents, and conduct key informant interviews and surveys to closely examine the City's purchasing and contracting policies, procedures, and actual practices. We will examine bidder notifications (bulletins), invitation to bid, planholder lists, bid tabulations, complaint, data and award notifications.

Objective:

- Identify and analyze relevant procurement regulations, policies, procedures, practices, and programs during the relevant time period of the study.

Activities:

- 4.1 Review the City's contracting and purchasing manuals currently in use. Discuss with managers the changes that contracting and purchasing policies have undergone during the relevant time frame and the effect on the City's contracting. Include such requirements as licenses, insurance, and bonding.
- 4.2 Review the City's regulations, resolutions, and policies that guide M/W/DBE and ACDBE contracting. Discuss the operations, policies, and procedures of the City's contracting with appropriate personnel and M/W/DBE and ACDBE owners.
- 4.3 Interview key contracting officials and staff to determine how contracting policies have been implemented over time.
- 4.4 Summarize the salient points of contracting procedures as they affect the utilization of M/W/DBEs and ACDBEs.
- 4.5 Examine how policies impact the data collection methodology.
- 4.6 Review draft report with the City's Project Manager and make appropriate revisions.

Deliverable:

- Written summary of the City's ordinances, regulations, policies, procedures, programs, and practices related to M/W/DBE programs.

TASK 5.0: ASSESS DATA

Task Background Information:

As part of our data assessment process we will assess and confirm that the available data can be used for the purposes of this study and can be used to analyze procurements from 2005 through 2009 for the City. Prior to collecting the City's project related data for the desired study period, we will determine the type of data to be collected, the format of the data (electronic or hardcopy), as well as where the appropriate data is located and the retrieval process. Data assessment allows for the development of a realistic data collection plan that will aid in collecting all critical data and elements in an efficient manner with as little disruption to the City's daily work routine as possible.

Objectives:

- Evaluate the availability, access, format, and completeness of the data for the relevant study period (2005 through 2009).
- Prepare data collection plan for collecting, analyzing, and reporting the data.
- Design table templates for reporting prime and subcontractor analyses.

Activities:

- 5.1 Work with the City's Project Manager to identify appropriate personnel with knowledge of vendor, procurement, bidder, subcontractor, and concessions data.
- 5.2 Review completed data assessment forms and meet with appropriate staff to validate initial understanding of how procurement, bidder, subcontractor, and concessions data is kept (electronic and hardcopy). City staff may include, but not limited to, IT personnel, procurement personnel, financial officer, contracts and concessions managers.
- 5.3 Review existing procurement/payment databases for the data stored offsite. Summarize information in databases and files; record volumes, dollar amounts over time, and ease of accessibility to the information in those databases.
- 5.4 Develop methodology to collect utilization data. Revise work plan and project schedule based upon outcomes of the data assessment.
- 5.5 Review and receive approval for data collection methodology from the City's Project Manager.
- 5.6 Design separate utilization tables for prime and subcontractor analyses, which will include analyses by contract category and M/W/DBE group.
- 5.7 Present draft tables for the City's Project Manager's approval.

Deliverables:

- Data collection plan and methodology.
- Templates for reporting prime and subcontractor analyses.

TASK 6.0: COLLECT AND CLEAN DATA

Task Background Information:

MGT will use the plan developed in Task 5.0 to collect all pertinent data and information appropriate and available to execute various analyses associated with the City disparity studies. After the plan is finalized, MGT and designated subcontractors will collect the necessary data existing for the study period. MGT will be collecting contract data for the three (3) categories; Construction and Construction-related Professional Services, concession related goods and services, and procured services by the City's Department of General Services Purchasing Division (G.S.P.D. Procured Services) let during the period 2005 through 2009.

- Collection of Data
 - MGT proposes to use accounts payable or contracts data for the relevant market area collected from the City to determine the utilization of prime contractors and subcontractors.
 - MGT will collect data on the number of concessions awarded and the relative distribution of ACDBE concessions revenue from 2005 through 2009.
 - We will purchase construction-related data from *Reed Construction Data*, and include questions concerning subcontracting during our survey activity in Task 11.0.
 - We will also collect subcontractor data from (client) files for projects that did not have M/W/DBE subcontractor goals. MGT offers a web-based tool for the client to collect additional subcontractor data.

Objectives:

- Collect electronic utilization prime and subcontractor data.
- Collect number of concessions awarded and relative distribution of ACDBE concessions revenue.
- Collect and develop M/W/DBE master database.
- Collect and develop master vendor database.

Activities:

- 6.1 Work with appropriate City's staff to transfer accounts data to a PC-compatible environment. These data will include data files that are available electronically, and other hard copy data that may result from our data assessment and collection process.
- 6.2 Collect data from outside sources, such as local M/W/DBE certification lists and *Reed Construction Data (RCD)*.
- 6.3 MGT will collect and analyze the list of firms that were mailed solicitations for concessions to determine whether the outreach in those solicitations is proportionate to the availability of potential ACDBE concessionaires.
- 6.4 Design a computerized database to record and analyze the utilization data.

- 6.5 Work with the City's Project Manager to identify local governmental units and private organizations in the City relevant geographical area that maintain lists of firms that provide services and products similar to those services and products purchased by the City.
- 6.6 Contact all organizations on the list to obtain relevant vendor information.
- 6.7 Enter data collected and convert the database, where appropriate, into computer files for analysis.
- 6.8 "Clean" data for consistency and formatting.

Deliverable:

- Collection of prime, subcontractor, bidder, M/W/DBE, ACDBE, and vendor data

TASK 7.0: CONDUCT GEOGRAPHIC MARKET ANALYSIS

Task Background Information:

The U.S. Supreme Court in *City of Richmond v. J.A. Croson* established that an appropriate statistical evaluation must concentrate on the jurisdiction that is seeking to adopt preferences.¹

In light of these rulings, the City should:

- Include in its relevant market area the geographic areas from which the bulk of its purchases are made and dollars expended.
- Use counties as the geographic unit of measurement by which the relevant market area is established.
 - The *overall market area* for contracts issued by the City comprises those counties in which the City awards any dollars for services.
 - On the other hand, the *relevant market area* for the City consists of those counties in which the City, during the study period, awarded 75 percent or more of its total contracts and dollars.

Objective:

- Establish the relevant market area for M/W/DBE and ACDBE concessions contracting.

Activities:

- 7.1 Enter data collected in Task 6.0, or if available, complete database, where appropriate, into computer files for analysis.
- 7.2 "Clean" data for consistency and formatting.
- 7.3 From the statistics gathered from vendor data, determine the location of successful vendors. Determine the geographic area from which prime contractors or vendors are hired for each type of contracting. Prepare a report on the recommended market areas.

¹ *City of Richmond v. J.A. Croson*, 488 U.S. 469 (1989).

Deliverable:

- Market area report for each procurement category showing location of firm, number of contracts/payment, percentage of contracts/payment, number of firms, percentage of firms, dollar amount, and percentage of dollar amount.

TASK 8.0: CONDUCT UTILIZATION AND THRESHOLD ANALYSES

Task Background Information:

The purpose of the utilization analysis is to evaluate whether or not M/W/DBEs and ACDBEs have the capacity to meet any future goals that may be proposed by the City, and assist in the calculation of the race-neutral component of the M/W/DBEs goals.

To identify the race or gender of each firm's owner:

- MGT will develop a master M/W/DBE and ACDBE database to include M/W/DBE and ACDBE firms certified by the City and other governmental agencies in the relevant market areas.
- MGT will contact M/W/DBE and trade and professional associations to help identify ethnicity and gender of those firms in the master M/W/DBE database.

The utilization reporting will be conducted at the prime contractor level for the City for the four (4) categories; Construction and Construction-related Professional Services, concession related goods and services, and G.S.P.D. Procured Services, where applicable.

The prime utilization analysis will include, at a minimum, reporting:

- By year and in summary.
- By dollar amount and percentages.
- By number of firms/contractors used.

Utilization analysis will be conducted at the subcontracting level for Construction. At a minimum, analysis will include reporting for available subcontractor data:

- By year and in summary.
- By dollar amount and percentages.
- By number of firms/contractors.
- By number of subcontracts.
- By size of subcontracts.

Any additional decomposition of the data will focus on procurement areas which are not subject to low bid procurement rules (typically subcontracting and certain services).

Objective:

- Determine the percentage of prime and subcontracts made in each procurement category to M/W/DBEs, non-M/W/DBEs, ACDBEs and contractors during the relevant time period by relevant market area.

Activities:

- 8.1 For the study period, 2005 through 2009, compile, categorize, and analyze M/W/DBEs and ACDBEs and non-M/W/DBEs and ACDBEs participation for contracts and purchases within the market area. Analyze data to create a summary report with percentage and dollar amounts of awards or payments for each year and in total by procurement category, funding source, M/W/DBE classification.
- 8.2 Conduct a threshold analysis for subcontractors by contract dollar range and review these findings with the City's Project Manager.
- 8.3 "Clean" data elements for consistency, formatting, and verification. This will include the removal of unnecessary data, e.g., employees, other government agencies, nonprofit organizations, and other data elements as appropriate.
- 8.4 From the statistics gathered from vendor data, determine the location of successful vendors. Determine the geographic area from which prime contractors or vendors are hired for each type of contracting.

Deliverable:

- Utilization report showing, to the extent possible from available data, percentages of the City contract and purchase order dollars for each year under review, for the following categories: M/W/DBE classification, prime contracts, and subcontracts.

Milestones:

- Baseline estimates of utilization.
- Final estimates of utilization.

TASK 9.0: DETERMINE AVAILABILITY OF QUALIFIED FIRMS

Task Background Information:

Determining the available contractor pool is an important (and controversial) element in a disparity study. The Supreme Court has not addressed the appropriate data source for establishing availability, and the circuits have been divided on the subject. Several circuits have approved, with qualifications, the use of custom census data, census data and bidder/vendor data to measure availability.² The debate on availability measures is often muddled by the fact that most of the debate is about details necessary to measure prime contractor availability, but very few City have preferences of any sort for prime contracting.

- MGT will examine bidder/vendor, custom census, and census estimates of availability.
 - Census data have been found by some courts in the Sixth Circuit to be a valid source of availability in instances where there are no vendor or bidder lists.³
 - Our priority is analyzing subcontractor bidders. In the absence of that data, MGT will analyze custom census data based on Dun & Bradstreet.

² *Engineering Contractors Association of South Florida, Inc. v. Metropolitan Dade County*, 122 F.3d 895, 923 (S.D.Fla. 1996); *Contractors Association of Eastern Pennsylvania, Inc. v. Philadelphia*, 91 F.3d, 586, 604 (3d Cir. 1996).

³ See, e.g., *AGC v. Columbus*, 936 F.Supp. 1363, 1396 (SD Ohio 1996). See also *Northern Contractors*.

- The master contractor database will be used for the survey of vendors and private sector analysis discussed later.
 - o The data collected during the survey process will be used to update any missing variables or incorrect variables.
 - o Adjustments to the estimates of availability of M/W/DBE and ACDBE firms may occur if the survey results warrant. However, in the event of conflicting reports of M/W/DBEs and ACDBEs, certification records take priority.
- MGT will conduct a "But For" Discrimination analysis to determine the impact of discrimination, should it exist, on the number of available disadvantaged, minority- and women-owned firms.

Objective:

Determine the pool of available contractors, subcontractors, and vendors that can provide services to the City by each contract category as either prime contractors, subcontractors, or suppliers and by M/W/DBE group.

Activities:

- 9.1 From all lists collected, create a master database of contractors/vendors. To the extent feasible, from available information, the master database will include data and information for each firm that will enable us to classify firms according to the established criteria. Examples of information include:
 - Name.
 - Address.
 - Telephone Number.
 - Contact Person.
 - M/W/DBE status.
 - Year founded.
 - Number of employees.
 - Total annual revenues.
 - Description of services provided by NAICS or NIGP code.
- 9.2 Using the data collected, determine the number of available firms by M/W/DBE category in the relevant market area.
- 9.3 Conduct the analysis on prime contractors and subcontractors utilizing Survey of Business Owners' (SBO) data (dependent on availability data based on the relevant market area or determined geographic market area) from U.S. Census.
- 9.4 Conduct custom census data using Dun & Bradstreet data to provide detailed availability estimates.
- 9.5 Conduct the capability analysis on firms utilizing survey, contract, and financial data.

- 9.6 Prepare a preliminary availability study and report showing the number, availability, capability, location, and expertise of the M/W/DBEs and ACDBEs in the market area in each of the major procurement categories
- 9.7 Review the draft study and report with the Project Manager and make appropriate revisions.

Deliverable:

- Study and report showing the number, availability, capability, and expertise of available firms by M/W/DBE and ACDBE category and the procurement categories.

Milestones:

- Preliminary availability study and report.
- Final availability study and report.

TASK 10.0: ANALYZE UTILIZATION AND AVAILABILITY DATA FOR DISPARITY AND STATISTICAL SIGNIFICANCE TESTING

Task Background Information:

Courts have sanctioned the use of statistics to establish a *prima facie* case of discrimination as well as to rebut the existence of discrimination. For statistics to have any probative value and be of assistance in the establishment of a presumption of discrimination there must be a high level of probability that the disparity between M/W/DBEs and non-M/W/DBEs resulted from discrimination.

Once the utilization of M/W/DBE firms has been determined, it must be compared to the available firms in the market area. To demonstrate an evidentiary basis for enacting a race-conscious program and to satisfy *Croson's* compelling interest prong, governmental entities must present evidence of underutilization of M/W/DBEs that would give rise to an inference of discrimination in public contracting.⁴ If disparity can be shown, a *prima facie* case may be established if the differences between utilization and availability are large or statistically significant. Appropriate statistical tests must be used to determine if significant differences exist between availability and utilization of M/W/DBEs. MGT will determine disparity by creating a disparity index as well as using statistical significance testing.

The disparity index is the ratio of the percentage of utilization and the percentage of availability times 100. The formula for a disparity index is:

$$\text{Disparity Index} = \frac{\%Um_1p_1}{\%Am_1p_1} \times 100$$

Where: Um_1p_1 = utilization of M/W/DBE₁ for procurement
 Am_1p_1 = availability of M/W/DBE₁ for procurement

Generally, disparity indices of 80 percent or greater—which are close to full participation—are not considered significant.⁵ In considering the significance of disparities, MGT will also review whether or not disparities still persist across different measures of availability (Dun & Bradstreet, bidder, and custom census).

⁴ *City of Richmond v. Croson*, at 509.

⁵ *Engineering Contractors Ass'n of South Florida, Inc.*, 122 F.3d at 914. See also *Contractors Association of Eastern Pennsylvania, Inc. v. Philadelphia*, 91 F.3d 586 (3d Cir. 1996).

The Supreme Court in *Croson* enforced the utility of statistics, concluding, "If there is a significant statistical disparity between the number of qualified, minority contractors who are willing and able to perform a particular service, and the number of contractors actually engaged by the locality or the locality's prime contractors, an inference of discriminatory exclusion could arise."⁶ Some circuits have supported the use of standard deviation analyses to test the statistical significance of disparity indices.⁷ In addition to the disparity index, we will conduct standard deviation tests to ascertain the significance of the difference between the availability and utilization. With standard deviation analyses, the reviewer can determine whether the disparities are substantial or statistically significant, which lends further statistical support to a finding of discrimination.

Standard deviation analysis measures the probability that a result is a random deviation from a predicted result: greater the number of standard deviations, the lower the probability the result is a random one. The accepted standard used by the Court is two standard deviations. That is, if there is a result of fewer than two standard deviations, then one can assume the results are not significant, or that no disparity exists.

This disparity model uses appropriate statistical methodology and demonstrates its compliance with standards established by *City of Richmond v. J.A. Croson Co.*, 488 U.S. 469, (1989) and *Adarand Constructors, Inc. v. Peña*, 515 U.S. 200 (1995) and subsequent cases applying *Croson* and *Adarand*.

In addition to the disparity index, MGT conducts t-tests to determine if statistical differences exist between utilization and availability in terms of contract or payment dollars or number of firms. The t-tests determine if the relationship between availability and utilization is strong enough to make the claim that the relationship between the two variables (suggested by the disparity index value) supports a conclusion of disparity. In other words the t-test assesses whether the means of two groups are *statistically* different from each other. This analysis is appropriate whenever you want to compare the means of two groups.

Objectives:

- Compare utilization and availability data to determine the levels of disparity (if any).
- Calculate the disparity indices for each procurement category by M/W/DBE and non-M/W/DBE groups, prime contractor and subcontractor, any other categories deemed necessary to meet the objectives of the study or case law; and similar size grouping of contracts (cohort analysis).

Activities:

- 10.1 Develop a draft set of disparity analyses (in the form of report layouts) to be conducted.
- 10.2 Utilizing the availability data from Task 9.0 and the utilization data from Task 10.0 above, calculate disparity indices for the categories shown above.
- 10.3 Subject disparity analyses to statistical tests to determine statistical significance.
- 10.4 Review the disparity calculations and standard deviation tests with the Project Manager, and make appropriate revisions.

⁶ *Croson*, 488 U.S. at 509.

⁷ *Contractors Association of Eastern Pennsylvania, Inc. v. Philadelphia*, 91 F.3d, 586, 604 (3d Cir. 1996).

- 10.5 Conduct t-tests to determine if there is a *statistical* difference between utilization and availability.

Deliverables:

- Set of disparity indices, standard deviation tests for each of the following categories:
 - M/W/DBE and non-M/W/DBE groups.
 - Prime contractor, subcontractor/vendor.
- Any other categories deemed necessary to meet the objectives of the study or case law.

TASK 11.0: CONDUCT SURVEYS OF VENDORS

Task Background Information:

A questionnaire will be designed to gather both business and demographic information from M/WDBEs and non-M/W/DBEs. The questionnaires will also address business capacity, financing, bonding, insurance, discriminatory experiences, and other variables necessary to evaluate M/W/DBEs and non-M/W/DBEs' ability to do business with the City. The surveys will be conducted with a stratified random sample of businesses by M/WDBE and non-M/W/DBE groups included in the master vendor database created for the availability analysis. If the data permit, the samples drawn will provide a 95 percent confidence level by each disaggregated group. The survey results will also provide much of the data required for the regression, probability, and other statistical analyses. As mentioned earlier, the survey results may be used to adjust the utilization and availability.

- Obtain business and demographic information from available vendors by M/W/DBE and non-M/W/DBE groups and each procurement category.
- Gather additional factual predicate information on barriers, if any, faced by M/W/DBE firms working with the City, prime, and in the private sector
- Obtain data concerning M/W/DBE and non-M/W/DBE access to credit and capital needed to do business with the City.

Activities:

- 11.1 Design a survey questionnaire that addresses the following subjects: utilization in the private and public sectors; type of services provided; capability and capacity limitations; financing, insurance, and bonding; size of firm; subcontracting; business growth; ownership structure; race/M/W/DBE identity/gender of owner(s); private business experiences; participation in the City's M/W/DBE Program; and annual revenue by source categories.
- 11.2 Review survey questionnaire with the City's Project Manager and make appropriate revisions.
- 11.3 Draw a stratified random sample of firms from the availability database created in Task 9 above.
- 11.4 Conduct a field test of the Web-based survey questionnaire with key staff and the City's Project Manager. Revise Web-based survey questionnaire as required.
- 11.5 Launch the Web-based survey questionnaire and activate it on the agreed upon designated date.

- 11.6 Track the responses over the agreed upon time period, in an attempt to collect 500 completed surveys with a 95 percent confidence level with a +/- 5 percent margin of error and a final edited questionnaire response data file.
- 11.7 Analyze responses by M/W/DBE group, procurement category, firm size, and other variables. Use cross-tabs to analyze differing responses according to demographic characteristics.
- 11.9 Produce report of findings from the survey of vendors.

Deliverable:

- The deliverable will be a report describing the survey of a statistically reliable sample of available contractors, subcontractors, vendors, as well as, the statistical analysis of data concerning M/W/DBE and non-M/W/DBE access to credit and capital needed to do business with the City.

TASK 12.0: CONDUCT REGRESSION ANALYSIS

Task Background Information:

The regression analysis is a critical component of the capacity analysis in the study, that is, controlling for factors other than race and gender that may account for disparities in utilization.

Objectives:

- Conduct an econometric analysis to determine the relationships between M/W/DBE and non-M/W/DBE factors in explaining the levels of disparity among firms by M/W/DBE category and the impact of M/W/DBE on firm earnings.
- Conduct econometric analyses to examine the relationships between M/W/DBE and non-M/W/DBE firms that are doing business in the private sector.

Activities:

- 12.1 Review data from the survey as outlined in Task 11.0 of M/W/DBE and non-M/W/DBE firms ready, willing, and able to do business with the City.
- 12.2 Identify model(s) to be tested through multivariate and Logit regression and other econometric techniques.
- 12.3 Conduct preliminary runs and identify final models. Describe the methods and procedures used to sample and collect all original data, and document sources of all data included in the regression analyses for inclusion in report.
- 12.4 Illustrate the regression models under investigation, including data elements dependent and independent, as well as constant.
- 12.5 Describe the implications of the results on M/W/DBE program and its participants.
- 12.6 Present the findings to the City's Project Manager.

Deliverable:

- A report of the findings and outcomes of the econometric analysis in terms of the contribution that each independent or explanatory variable in the model makes towards explaining differences or variation in the dependent variable.

TASK 13.0: COLLECT AND ANALYZE ANECDOTAL INFORMATION

Task Background Information:

To conform to current case law, anecdotal evidence must still provide support for statistical findings of disparity and help to explain and lend credence to statistical results.

However, the substance of anecdotal evidence and the rigorous scrutiny anecdotal evidence must withstand have changed significantly. MGT's anecdotal methodology utilizes a multipronged approach that includes the following:

- Utilizing statistical findings of disparity to identify specific areas of anecdotal inquiry instead of broadly seeking anecdotal evidence in the absence of a statistical finding of disparity.
- Utilizing an anecdotal methodology that places a high premium on investigative techniques to document, corroborate, and isolate singular anecdotal experiences of business firms, individuals, governmental entities, private institutions, agency staff, and contractors, among others.
- Investigation, documentation, and analysis of institutional practices that are critical to the ability of firms to build capacity to remain viable in the business marketplace. This includes using primary and secondary data sources to review differential outcomes related to banking, insurance, suppliers, and other marketplace institutions that are essential for building capacity, and utilizing the results of the analyses to draw inferences and conclusions about adverse impact.

We will gather anecdotal information regarding contracting and purchasing practices in the City's market area from M/W/DBEs and non-M/W/DBEs through collection of formal complaints, personal interviews, focus groups, public hearings, and surveys. In addition, 75 personal interviews will be used to seek information from individual business owners on their experience with utilization of M/W/DBEs and non-M/W/DBEs in the City procurement process. The personal interviews will seek information on the history of M/W/DBE utilization, issues with trade unions, discrimination faced, and impediments to M/W/DBEs participation in procurement and contracting. The personal interviews will be supplemented with four focus groups and two public hearings.

The telephone survey will also serve to collect information relevant to the anecdotal evidence on M/W/DBEs and non-M/W/DBEs's experiences in dealing with the City and its employees and prime contractors, as well as with the private sector. We will also address business capacity, financing, bonding, insurance, and other potential barriers to the establishment and growth of businesses. The responses of M/W/DBEs and non-M/W/DBEs will be compared to determine if barriers exist for minorities and women that do not exist for nonminorities. M/W/DBEs will also be asked for specific instances of discrimination they have faced as minority business owners.

The target population for the survey will be firms seeking work with the City. The survey sample frame will be the master vendor's list developed for the study. The geographical frame for the survey will be the City's relevant market. The survey sampling technique will be to survey the entire master vendor list.

Objectives:

- Identify, analyze, and document any recent historical evidence of discriminatory factors during the study period that have affected the ability of M/W/DBE firms to enter and prosper in the relevant market area. Include an analysis of judicial and administrative data regarding allegations of disparate treatment of contractors, distributors, consultants, and vendors.
- Determine through personal interviews and to what extent, evidence exists that the City or their contractors engaged in discriminatory patterns or practices during the fiscal years in review.
- Document all evidence or lack of evidence found.

Activities:

- 13.1 Interview key City and private sector representatives to identify sources of historical evidence.
- 13.2 Obtain and review copies of all identified studies, hearings, correspondence, and other information.
- 13.3 Summarize historical evidence of recent discriminatory barriers or constraints in the market area.
- 13.4 Develop a draft interview guide that is carefully structured to eliminate, to the extent possible, any biases in the questions.
- 13.5 Review draft interview guide with the City's Project Manager and make appropriate revisions.
- 13.6 Select an adequate random sample of contractors and vendors to be interviewed from the vendor master database file.
- 13.7 Schedule and conduct no more than 75 personal interviews (includes 25 interviews with ACDBEs).
- 13.8 Analyze interview results.
- 13.9 Analyze judicial and administrative data in regards to discrimination allegations against contractors, distributors, trade unions, consultants, vendors, and the extent of, and reasons for, utilization levels. Review other studies and findings of governmental agencies on discrimination.
- 13.10 Summarize the anecdotal information on discrimination regarding public contracting and purchasing gathered from historical documents and personal interviews.
- 13.11 Conduct two public hearings and four focus groups (including one for concessions).
- 13.12 Prepare draft report of anecdotal data analysis.
- 13.13 Review draft report with the City's Project Manager and make appropriate revisions.
- 13.14 Submit final report of anecdotal data analysis.

Deliverable:

- Report that identifies, from personal interviews, evidence (or lack thereof) of discriminatory patterns or practices by the City or their contractors during the fiscal years in review.

TASK 14.0: CONDUCT DISPARITY ANALYSIS OF RELEVANT PRIVATE MARKET

Task Background Information:

Private Sector Disparity Analysis. The goal of this analysis is to identify the presence (or absence) of passive discrimination in the private sector, and to verify anecdotal comments, if any, of exclusion of M/W/DBEs from the private sector projects and public projects for which there is no M/W/DBE program. The term "passive participant" discrimination is used in *Croson* to describe the situation where the government's procurement procedures and practices facilitate private discrimination.⁸

Using disparity analysis, MGT will aim to quantify the variables contributing to discrimination in the private sector. Passive discrimination will be addressed through disparity analysis of the utilization by majority prime contractors of M/W/DBE construction subcontractors on the City's projects. These comparisons will assess the extent to which majority prime contractors only hire M/W/DBE subcontractors to satisfy public sector requirements. The data for this analysis will come primarily from the integration of the contractor files of the City with public and private sector construction databases and county building permit data. In some instances, these data sets may limit the analysis to a period shorter than that covered by the study. This analysis will be supplemented by results from the survey of vendors.

MGT also will conduct a disparity analysis of M/W/DBE prime contractor utilization in the private sector. The analysis will be based primarily upon data from public and private sector construction databases. The private sector data will be divided based on NAICS code, work category, ethnicity, and gender to calculate a private sector disparity index. MGT will conduct t-tests here also to determine if statistical differences exist between utilization and availability

The data for both of these analyses will come primarily from the integration of the contractor files of the City with a statistically valid sample of data from public and private sector construction databases, primarily *Reed Construction Data* (RCD). This analysis will be supplemented by results from the telephone survey. The RCD analysis will provide:

- Disparity indices based on utilization and availability estimates (taking into account NAICS or NIGP codes).
- A comparison of private sector utilization with the City's utilization.
- Where data are available, a comparison of private sector utilization of M/W/DBE by prime contractors utilized by the City (the "nexus" between the private sector and the public sector).

Disparities in Self-Employment. As part of the private sector analysis, MGT will also provide a statistical analysis of disparities in entry into and earnings from construction self-employment using data from the Public Use Micro Sample (PUMS) from the Census Bureau. MGT will present results from a logit model to estimate self-employment disparities for minorities and women, controlling for education, age, wealth, and other relevant variables. MGT will decompose disparities in self-employment into a portion attributable to discrimination.

⁸ *Croson*, at 492.

Objective:

- Determine if major disparity exists between race and gender of firm owners in the private marketplace that affects the ability of firms to win City contracts.

Activities:

- 14.1 Gather from census, permits, RCD, or other appropriate source(s), data on firms and their revenues from public and private sources that coincide with the types of construction purchased by the City.
- 14.2 Determine which other public sector entities and major private sector companies have M/W/DBE programs. Identify contact persons at those entities. Have the City request information from these entities on their utilization of M/W/DBEs.
- 14.3 Analyze M/W/DBE subcontractor utilization by the Agency's prime contractors on non-federally funded projects.
- 14.4 Analyze M/W/DBE utilization in a statistically valid sample of private sector projects based on vendor lists associated with the City, private firms, and other public sector entities.
- 14.5 Calculate disparity indices based on utilization and availability estimates for the City, private firms, and other public sector entities (taking into account NAICS or NIGP codes).
- 14.6 Conduct logit⁹ analysis of disparities in entry into self-employment using PUMS data.
- 14.7 Conduct logit analysis of disparities revenue from self-employment using PUMS data.
- 14.8 Conduct probit analysis of disparities in loan denial rates using National Survey of Small Business Finance.
- 14.9 Prepare a report describing findings on M/W/DBE utilization and review with the City's Representative.
- 14.10 Utilizing the disparity analyses, conduct t-tests to determine if there is a statistical difference between utilization and availability

Deliverable:

- Private sector utilization report.

TASK 15.0: REVIEW OF EFFICACY OF RACE- AND GENDER-NEUTRAL REMEDIES

Task Background Information:

We will evaluate the race- and gender-neutral programs available to businesses through the City's market area through site visits, key informant interviews, documentation reviews, reviews of outcome data and tracking reports, and interviews with M/W/DBEs owners. MGT investigations will include loan programs, management and technical assistance programs, commercial anti-discrimination rules, small business enterprise programs and management and technical assistance programs. Where data are available, MGT will report the relative participation of M/W/DBEs in race- and gender-neutral programs, operated by other entities with the relevant market area.

⁹ Logistical regression, or logit, is one of two multivariate regression techniques employed to address the effects of discrimination on self-employment and self-employment earnings.

Objectives:

- Identify race- and gender-neutral remedies to ameliorate identified disparities.
- Evaluate the effectiveness of race- or gender-neutral remedies to rectify identified disparities.

Activities:

- 15.1 Interview key City and private sector representatives to identify sources of historical evidence.
- 15.2 Analyze impact of the City's M/W/DBE Program and evaluate the potential of the M/W/DBE Program for remediating any discrimination found.
- 15.3 Collect data and create tables on M/W/DBEs participation in and through other major race- and gender-neutral business development programs.

Deliverable:

- The deliverable will be a report identifying recommendations for race- and gender-neutral remedies to ameliorate disparities, if any.

TASK 16.0: IDENTIFY NARROWLY TAILORED RACE- AND GENDER-NEUTRAL AND RACE- AND GENDER-BASED REMEDIES

Task Background Information:

Based on the factual predicate information developed in the study and MGT's extensive inventory of best practices a detailed set of recommendations and materials for goal setting guidance will be provided in a findings and recommendations chapter.

Objectives:

- Identify race, and gender-related remedies to ameliorate identified disparities.
- Identify any specific statistically significant disparities for which race- or gender-neutral remedies will not correct.
- Identify narrowly tailored race- and gender-based remedies needed to correct patterns or practices that race- and gender-neutral remedies will not correct.

Activities:

- 16.1 Utilizing the results of the utilization, availability, and disparity analyses performed in tasks above, identify problem areas, if any, where race- and gender-neutral remedies will not suffice.
- 16.2 Examine program structure, goal setting, outreach, monitoring, penalties for non-compliance, and reporting. For each problem area (or group of areas) identify narrowly tailored race- and gender-based remedies.
- 16.3 Develop alternative solutions and recommendations for City to consider in modifying its M/W/DBE Program, and growing and developing businesses program efforts to ensure constitutionality and effectiveness and computerized procedural monitoring and data collection, if necessary.

Deliverable:

- The deliverable will be a report that provides alternative solutions and recommendations identifying narrowly tailored alternatives, as well as, a specific goal-setting methodology for annual overall goals.

TASK 17.0: PREPARE AND PRESENT DRAFT AND FINAL REPORTS

Task Background Information:

At the conclusion of the data collection and analyses, MGT will combine all draft summaries and organize them into a complete draft report outlining the methodology, statistical disparity findings, and recommendations regarding the study results. Should the foregoing analyses provide a "strong basis in the evidence" warranting the adoption of M/W/DBEs project goals by the City, recommended goals will be provided at both the prime and subcontractor levels. The recommendation will include race- and gender-neutral alternatives to implement prior to or in conjunction with race- and gender-specific goals. If program goals are necessary, a specific methodology will be presented for overall goals that factor in the availability and utilization of prime and subcontractors. Adjustments will be made to the baseline availability data established by factoring in the disparity index. Penalties for noncompliance with the proposed program will be provided. Specifications for computerized tracking of program compliance will also be developed.

Objectives:

- Prepare a final report that incorporates the findings and conclusions from all project work tasks into a single, comprehensive report and an executive summary.
- Meet with the City representatives to answer questions regarding the findings and analyses of the disparity study.
- Prepare an oral presentation outlining the study and its findings.

Activities:

- 17.1 Develop preliminary disparity study and report showing evidence, if any, that there has been a particular history at the City in the handling and awarding of contracts, contract administration, or past patterns of discrimination against businesses owned by M/W/DBEs. This report will also indicate whether the City has been a passive participant in racial, M/W/DBEs, or gender discrimination.
- 17.2 Submit to the City's Project Manager draft reports for review and distribution.
- 17.3 Meet with the City Project Manager and other identified representatives to answer questions regarding the findings and analyses of the draft final report, if necessary.
- 17.4 After review by the City's Project Manager, make appropriate changes and prepare final written report.
- 17.5 Submit a final report to the City's Project Manager that meets the above requirements and addresses any deficiencies or concerns raised by the participating City regarding the draft report.
- 17.5 Deliver copies of all computer-based databases developed in the course of the study in Microsoft Access on CD-ROM accessible by Microsoft Windows. The databases can be used for further analysis and updating by the City.

- 17.6 Within one month following a formal presentation of the final report, conduct up to three oral presentation(s) or workshop(s) to the City and other governmental or civic groups as reasonably requested.

Deliverable:

- A final report that incorporates the results and findings of all project work tasks into a well-organized, written report. The report will include an executive summary that may be easily referenced and used.
- Recommendations and proposed changes to improve contracting policies for M/W/DBE firms.

Proposal Assumptions

The work plan and budget for this proposal were developed with several key assumptions about the project. Changes to these assumptions may impact both our methodology and project costs. We welcome the opportunity to meet with City's Project Manager to review these assumptions, validate or adjust these assumptions based on more complete information, and adjust the work plan and/or budget accordingly. Below, we present our assumptions:

General:

1. Some tasks will be conducted concurrently, when possible.
2. There will be designated senior managers at the City and MGT to resolve any conflicts that arise.
3. All products from this study (e.g., survey instruments, study database, notes, work papers, audio recordings, etc.) will become the property of the City
4. MGT expects to have complete and timely access to necessary documents and personnel.
5. The report will make recommendations to the extent possible; some findings will not result in recommendations.
6. Supplies, Materials, and Other Indirect Costs include costs for data purchases (such as, RCD, Dun & Bradstreet, U.S. Census, and data from privately-held associations or organizations). These costs also reflect estimated production costs based on draft and final reporting documents.
7. The City have the right to review and reject any MGT staff proposed for or assigned to this engagement.
8. MGT will have access to and cooperation and participation by staff and management, within reason and with reasonable advance notice.
9. Billing will be at a fixed-fee basis to reduce administrative costs.

City Project Manager:

10. The City will assign its own project manager to this engagement. This person will function as the single point of contact for the project, and coordinate and facilitate the flow of information and communication between MGT and project stakeholders. However, there will be a single point of contact at City who has the authority to make decisions on a daily basis in the management of this engagement. Notwithstanding the forgoing, MGT will promptly notify City's Project Manager in writing of any issues or decisions that may impact the legal status of the study.

11. The City's Project Manager will ensure comments on the draft reports from select project stakeholders are consolidated into a single document for each entity, and any conflicting comments are reconciled before delivering the comments to MGT.

Meetings:

12. MGT will meet with the City's Project Manager, staff, and legal counsel as needed.
13. MGT will conduct the project kick-off meeting at a location specified by the City.

Public Meeting:

14. The City will pay for the creation and posting of notices of public meetings related to this work.
15. The City will reproduce materials for public participation meetings at its own expense.
16. The City staff will arrange for MGT to utilize public space for all community-input events at no cost to MGT.
17. There will be three public hearings held. Locations will be determined in consultation with City.
18. MGT will provide a specified number of copies of all documents for the public meeting.
19. MGT will go to the location one day in advance of the public hearings to ensure facilities are adequate.

Time Line:

20. This project will start the date the Notice to Proceed is signed.
21. If MGT believes that it will be delayed in completion of a task due to a failure on the part of City,

Focus Groups, Interviews (Face-to-Face), Survey of Vendors:

22. There will be no more than a total of four focus groups held for the entire project.
23. There will be no more than a total of 75 personal (face-to-face) interviews held for the entire project.
24. This cost is based on a total of no more than 500 completed surveys of vendors for the entire project.

Progress and Status Reports:

25. MGT will provide monthly project status reports to City's Project Manager.
26. MGT will provide monthly and quarterly status reports on MGT activities and unresolved issues with regard to how MGT's work is progressing.

Draft/Final Reports:

27. MGT will make up to three (3) presentations of the draft and final reports. Additional presentations will be performed as requested, and compensated on a time and material basis.
28. The City will provide a comprehensive list of written comments on the draft report within two weeks.
29. MGT will provide one camera ready hard copy of the draft and final reports as well as one electronic copy of the final report in PDF format on CD-ROM.

30. The City will provide a formal consolidated set of written response/comments to the draft report within two weeks of receiving it from MGT.

Terms:

31. The terms and conditions in this proposal are valid throughout the duration of the contract.

2. Please provide a brief synopsis of each disparity study(s) (equivalent to the one required herein) you have prepared since January 2000, the recommendations of that study(s) and why the recommendations were made, including those where:

A statistically significant disparity was shown;

No statistically significant disparity was shown.

Equivalent Studies

Below we provide a sample of projects similar in nature to the City and County of Denver project that have been completed since 2000. The majority of studies our company has conducted are disparity-related primarily to M/W/DBE programs. All studies included a review of procurement policies and procedures; interviews with minority and non-minority owned firms; statistical analysis of projects with/without goals; and findings and recommendations.

Texas Comptroller of Public Accounts | Historically Underutilized Business Disparity Study of State Contracting

Dates: November 2008 - December 2009

MGT provided consulting services and conducted a Historically Underutilized Business Disparity Study. The purpose of the study was to determine the degree of disparity that exists between the proportion of ready, willing, and able Historically Underutilized business (HUB) within the total pool of ready, willing, and able Texas businesses, and the actual proportion of utilization of HUBs in State contracting.

City of Tulsa, Oklahoma | Disparity Study, Phases I and II

Dates: March 2008 - August 2008 - Phase I
July 2009 - February 2010 - Phase II

Phase I - MGT conducted a business disparity study for the City of Tulsa. Phase I of this study included a review of policies, procedures, and programs; collection and assessment of data; a market area analysis; a utilization and threshold analysis, determining the availability of qualified firms; analysis of data for evidence of statistically significant disparities; and a final report.

Phase II - MGT conducted Phase II of the City of Tulsa Business Disparity Study. Phase II addressed legal issues and included a private sector analysis, anecdotal information analysis, a review of the effectiveness of race- and gender-neutral remedies, the identification of narrowly tailored race- and gender-neutral, and race- and gender-based remedies, best practices and peer analysis, and recommendations for program improvements.

**CITY AND COUNTY OF DENVER DISPARITY STUDY
 PROJECT TIMELINE**

Work Tasks	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 13	Month 14
1.0 Project Management Objectives	█	█	█	█	█	█	█	█	█	█	█	█	█	█
2.0 Initialize Project and Finalize Work Plan	█	█	█	█	█	█	█	█	█	█	█	█	█	█
3.0 Conduct Legal Review	█	█	█	█	█	█	█	█	█	█	█	█	█	█
4.0 Review Policy, Procedures, and Programs	█	█	█	█	█	█	█	█	█	█	█	█	█	█
5.0 Assess Data	█	█	█	█	█	█	█	█	█	█	█	█	█	█
6.0 Collect and Clean Data	█	█	█	█	█	█	█	█	█	█	█	█	█	█
7.0 Identify Geographic Market	█	█	█	█	█	█	█	█	█	█	█	█	█	█
8.0 Conduct Utilization and Threshold Analyze	█	█	█	█	█	█	█	█	█	█	█	█	█	█
9.0 Determine Availability of Qualified Firms	█	█	█	█	█	█	█	█	█	█	█	█	█	█
10.0 Analyze Utilization and Availability Data for Disparity and Statistical Significance	█	█	█	█	█	█	█	█	█	█	█	█	█	█
11.0 Conduct Survey of Vendors	█	█	█	█	█	█	█	█	█	█	█	█	█	█
12.0 Conduct Regression Analysis	█	█	█	█	█	█	█	█	█	█	█	█	█	█
13.0 Collect and Analyze Anecdotal Information	█	█	█	█	█	█	█	█	█	█	█	█	█	█
14.0 Conduct Disparity Analyses of Relevant Private Market	█	█	█	█	█	█	█	█	█	█	█	█	█	█
15.0 Review Effectiveness of Race and Gender-Neutral Remedies	█	█	█	█	█	█	█	█	█	█	█	█	█	█
16.0 Identify Narrowly Tailored Race, and Gender-Neutral and Race, and Gender-Based Remedies	█	█	█	█	█	█	█	█	█	█	█	█	█	█
17.0 Prepare and Present Draft and Final Reports	█	█	█	█	█	█	█	█	█	█	█	█	█	█

B.4.c APPRENTICESHIP UTILIZATION STUDY EVALUATION CRITERIA

1. Please discuss your methodology and approach to this project, to include:

- a) Project tasks;
- b) Project deliverables, to include the minimum elements listed above;
- c) Information sources to be tapped, including use of existing or creation of new databases;
- d) Project timelines (see item 10 below in this section)
- e) Project management and responsibilities;
- f) Resources to be provided;
- g) Resources required from the City; and
- h) Other required or recommended elements.

Methodology and Approach to Apprenticeship Study

We have developed and proposed a very rigorous project work plan consisting of:

- The development of a mutually acceptable work plan, methodology, and time schedule at the beginning of the project. We will ask the City and County of Denver's (City) Project Manager to approve the plan so both parties have a clear understanding of what the project is to accomplish, what methodologies will be employed, and the time schedule that will be followed.
- The use of the work plan to make project assignments to team members and to monitor their progress.
- The use of the work plan by our project team to report progress to the City's Project Manager and for the City's Project Manager to monitor our progress.
- A monthly written progress report issued to the City, however, we will communicate more frequently with the City's Project Manager.
- Review and acceptance by the City's Project Manager of all data collection instruments, sampling methods, and databases as the project progresses to ensure that we have agreement between our team and the city. We have a large number of built-in quality checks, including client sign-off, as we progress through the study.
- Thorough training of all subconsultants and data collection personnel in conjunction with frequent monitoring and quality control checks of their work.
- The use of computer data analysis models with built-in quality control checks that will not allow the analyses to proceed if data or analytical errors exist.
- The submission of deliverables to the city at the end of each major work task so our work can be monitored and we can receive feedback as the project progresses.
- The submission of a draft final report for review and comment prior to being finalized.

Detailed Work Plan

MGT has provided a detailed work plan of tasks and subtasks below that will accomplish the objectives of the Registered Apprenticeship Study.

In addition to the specific items set forth below, each Task shall be deemed to incorporate all relevant descriptions that are set forth in the submitted proposal Scope of Services.

TASK 1.0: PROJECT MANAGEMENT OBJECTIVES

Objectives:

- Timely and accurate completion of project deliverables.
- Maintain regular communication with client's project management.
- Provide oversight and management of consulting staff.
- Ensure quality control of all deliverables.

Activities:

- 1.5 Provide monthly activity reports documenting MGT's task performances, including but not limited to, personnel hours, and documentation supporting work completed, where applicable.
- 1.6 Conduct regularly scheduled meetings with project staff.
- 1.7 Maintain consistent communication with the City's Project Manager..
- 1.8 Utilize MGT's quality and control process for all written reports.

Deliverable:

- Monthly activity reports.

TASK 2.0: INITIATE PROJECT AND FINALIZE WORK PLAN

Objectives:

- Identify research methodologies and resources, legal and policy reviews, anecdotal activities, and private sector research.
- Establish a final, mutually acceptable detailed work plan, reporting formats and schedules, project deliverables, and relationships.
- Evaluate progress with previous apprenticeship study recommendations.

Activities:

- 2.1 Meet with the Project Manager to initiate the project and establish working relationships.
- 2.2 Determine the availability of electronic data in a format acceptable for analysis. Depending on availability and whether the data is acceptable, we will conduct data assessment described in Task 5.0.
- 2.3 Prepare a draft list of definitions to be used for the study. Review draft data parameters with the Project Manager. Make appropriate changes to the parameters.
- 2.5 Develop recommended changes to the work plan based upon the availability of information from the above files.
- 2.6 Review previous study recommendations and evaluate progress towards implementing the study recommendations.

Deliverables:

- Revised work plan.
- Data Assessment form.

TASK 3.0: CONDUCT DETAILED LEGAL REVIEW

Objective:

- Develop detailed understanding of the methodological and program requirements necessary to adhere to the decisions in Eldredge v. Carpenters 46 N. Cal. Counties Joint Apprenticeship & Training Comm, Brown v. Puget Sound Elec. Apprenticeship & Training Trust , EEOC v. Charleston Elec. Joint Apprenticeship Training Comm, and other relevant court opinions.

Activities:

- 3.1 Identify and obtain the opinions in the Tenth Circuit Court of Appeals and other relevant court cases.
- 3.2 Conduct a detailed review of each set of opinions.
- 3.3 Prepare a list of the methodological and program requirements in each opinion.
- 3.4 Examine all judicial decisions and statutes at the Federal, State and local level that are related to apprenticeships and equal opportunity employment.
- 3.5 Monitor new cases in the area of equal protection and affirmative action in general and assess their impact on the City and County of Denver.
- 3.6 Prepare a legal report reviewing prior cases and identifying relevant program requirements.

Deliverable:

- Legal review of Eldredge v. Carpenters 46 N. Cal. Counties Joint Apprenticeship & Training Comm, Brown v. Puget Sound Elec. Apprenticeship & Training Trust , EEOC v. Charleston Elec. Joint Apprenticeship Training Comm, and other relevant court cases with emphasis on program and methodological requirements.

TASK 4.0: BACKGROUND OF APPRENTICESHIP PROGRAMS

Objective:

- Identify and analyze relevant regulations, policies, procedures, practices, and programs during the relevant time period of the study to include but not limited to Review Title 29, CFR 29.5.

Activities:

- 4.1 Review Federal, State, and local regulations, resolutions, and policies that guide the apprenticeship program.
- 4.2 Interview key Colorado Department of Labor officials and staff to determine how policies have been implemented over time.

- 4.3 Review any existing apprenticeship or entry into employment studies to understand methodology used and recommendations considered by City.
- 4.4 Review draft report with the Project Manager and make appropriate revisions.

Deliverable:

- Written summary of the Registered Apprenticeship Program statutes, regulations, policies, procedures, programs, and practices.

TASK 5.0: DEFINE REGISTERED APPRENTICESHIP TRADES

Objectives:

- Evaluate the availability, access, format, and completeness of the data for the relevant study period.
- Prepare data collection plan for collecting, analyzing, and reporting the data.
- Design table templates for identifying construction trades in the local market.

Activities:

- 5.1 Work with Project Manager to identify appropriate personnel, employers associations, union organizations, etc. with knowledge of apprentice programs.
- 5.2 Review existing apprenticeship databases maintained by U.S. Department of Labor, Colorado Department of Labor. Summarize information in databases and files; record types of trades, education status, etc.
- 5.3 Obtain business and demographic information from available sources such as US Census, and American Community Survey (ACS).
- 5.4 Develop methodology to collect registration and utilization data for LCP Tracker database.
- 5.5 Review and receive approval for data collection methodology from the Project Manager.
- 5.6 Present draft tables for the Project Manager's approval.

Deliverables:

- Data collection plan and methodology.
- Provide table templates for identifying construction trades.

TASK 6.0: COLLECT AND ANALYZE ANECDOTAL INFORMATION

Objectives:

- Identify, analyze, and document any recent historical evidence of barriers to entry and socioeconomic disadvantages that have affected the ability of apprentices to enter and prosper in the relevant market area. Include an analysis of judicial and administrative data regarding allegations of disparate treatment of apprentices.

- Determine through a public hearing and to what extent, evidence exists that the City or their partners engaged in discriminatory patterns or practices during the fiscal years in review.
- Document all evidence or lack of evidence found.

Activities:

- 6.1 Interview key City and private sector representatives to identify sources of historical evidence of discrimination. Obtain and review copies of all identified studies, hearings, correspondence, and any other information. Summarize historical evidence of recent discriminatory barriers or constraints in the market area.
- 6.2 Conduct one public hearing to gather input from registered and nonregistered apprentices.
- 6.5 Analyze and summarize judicial and administrative data, anecdotal information, and historical documents in regard to barriers to entry the extent of, and reasons for, utilization levels; along with, reviewing other studies and findings.

Deliverable:

- The deliverable will be a summary of anecdotal analysis that identifies evidence (or lack thereof) of barriers to entry, discriminatory patterns or practices by City or its partners.

TASK 7.0: CONDUCT UTILIZATION ANALYSIS

Objective:

- Determine the utilization of defined registered trades, specialty groups, or sub-groups, if applicable, during the relevant time period by relevant market area.

Activities:

- 7.1 For the study period, compile, categorize, and analyze trades of registered apprentices in market area for public and private construction projects.
- 7.2 From the statistics gathered from the LCP Tracker system, Department of Labor, and census data determine the utilization of registered apprentices.

Deliverables:

- Utilization report showing, to the extent possible from available data, percentages of City construction projects utilizing apprentices for each year under review.
- Utilization report showing, to the extent possible from available data, percentages of private construction projects utilized apprentices for each year under review.

TASK 8.0: PREPARE AND PRESENT DRAFT REPORT

Objectives:

- Prepare a draft report that incorporates draft findings and conclusions from all project work tasks into a single report
- Meet with City representatives to answer questions regarding the findings and analyses of the registered apprenticeship study.

Activities:

- 8.1 Develop preliminary findings and report.
- 8.2 Submit one unbound original suitable for copying, and one electronic PDF file of the draft report to the Project Manager for review. Meet with the Project Manager and other identified representatives to answer questions regarding the findings and analyses of the study, if necessary.
- 8.3 Make revisions to the draft report based on comments from City representatives.

Deliverable:

- A comprehensive final draft report.

TASK 9.0: PREPARE AND PRESENT REPORT

Objectives:

- Prepare a report that incorporates the findings and conclusions from all project work tasks into a single, comprehensive report.

Activities:

- 9.1 After review by the Project Manager, make appropriate changes and prepare final written report.
- 9.2 Submit one camera-ready copy, suitable for copying, and one electronic copy, in PDF format, on CD-ROM of the final report.
- 9.4 Work with the Project Manager to determine audience to present the final report.

Deliverable:

- A comprehensive final report that incorporates the results of all project work tasks into a well-organized, written report.

Proposal Assumptions

The work plan and budget for this proposal were developed with several key assumptions about the project. Changes to these assumptions may impact both our methodology and project costs. We welcome the opportunity to meet with City's Project Manager to review these assumptions, validate or adjust these assumptions based on more complete information, and adjust the work plan and/or budget accordingly. Below, we present our assumptions:

General:

1. Some tasks will be conducted concurrently, when possible.
2. There will be designated senior managers at the City and MGT to resolve any conflicts that arise.
3. All products from this study (e.g., survey instruments, study database, notes, work papers, audio recordings, etc.) will become the property of the City
4. MGT expects to have complete and timely access to necessary documents and personnel.

5. The report will make recommendations to the extent possible; some findings will not result in recommendations.
6. Supplies, Materials, and Other Indirect Costs include costs for data purchases (such as, U.S. Census, and data from privately-held associations or organizations). These costs also reflect estimated production costs based on draft and final reporting documents.
7. The City has the right to review and reject any MGT staff proposed for or assigned to this engagement.
8. MGT will have access to and cooperation and participation by staff and management, within reason and with reasonable advance notice.
9. Billing will be at a fixed-fee basis to reduce administrative costs.

City Project Manager:

10. The City will assign its own Project Manager to this engagement. This person will function as the single point of contact for the project, and coordinate and facilitate the flow of information and communication between MGT and project stakeholders. However, there will be a single point of contact at the City who has the authority to make decisions on a daily basis in the management of this engagement. Notwithstanding the forgoing, MGT will promptly notify the City's Project Manager in writing of any issues or decisions that may impact the legal status of the study.
11. The City Project Manager will ensure comments on the draft reports from select project stakeholders are consolidated into a single document for each entity, and any conflicting comments are reconciled before delivering the comments to MGT.

Meetings:

12. MGT will meet with the City staff, and legal counsel as needed.
13. MGT will conduct the project kick-off meeting at a location specified by the City.

Public Meeting:

14. City will pay for the creation and posting of notices of public meetings related to this work.
15. City will reproduce materials for public participation meetings at its own expense.
16. City staff will arrange for MGT to utilize public space for all community-input events at no cost to MGT.
17. There will be one public hearings held. Location will be determined in consultation with City.
18. MGT will provide a specified number of copies of all documents for the public meeting.
19. MGT will go to the location one day in advance of the public hearing to ensure facilities are adequate.

Timeline:

20. This project will start the date the Notice to Proceed is signed.
21. If MGT believes that it will be delayed in completion of a task due to a failure on the part of the City,

Progress and Status Reports:

22. MGT will provide monthly project status reports to the City's Project Manager.
23. MGT will provide monthly and quarterly status reports on MGT activities and unresolved issues with regard to how MGT's work is progressing.

Draft/Final Reports:

24. MGT will make one (1) presentation of the final report. Additional presentations will be performed as requested, and compensated on a time and material basis.
25. City will provide a comprehensive list of written comments on the draft report within two weeks.
26. MGT will provide one camera ready hard copy of the draft and final reports as well as one electronic copy of the final report in PDF format on CD-ROM.
27. City will provide a formal consolidated set of written response/comments to the draft report within two weeks of receiving it from MGT.

Terms:

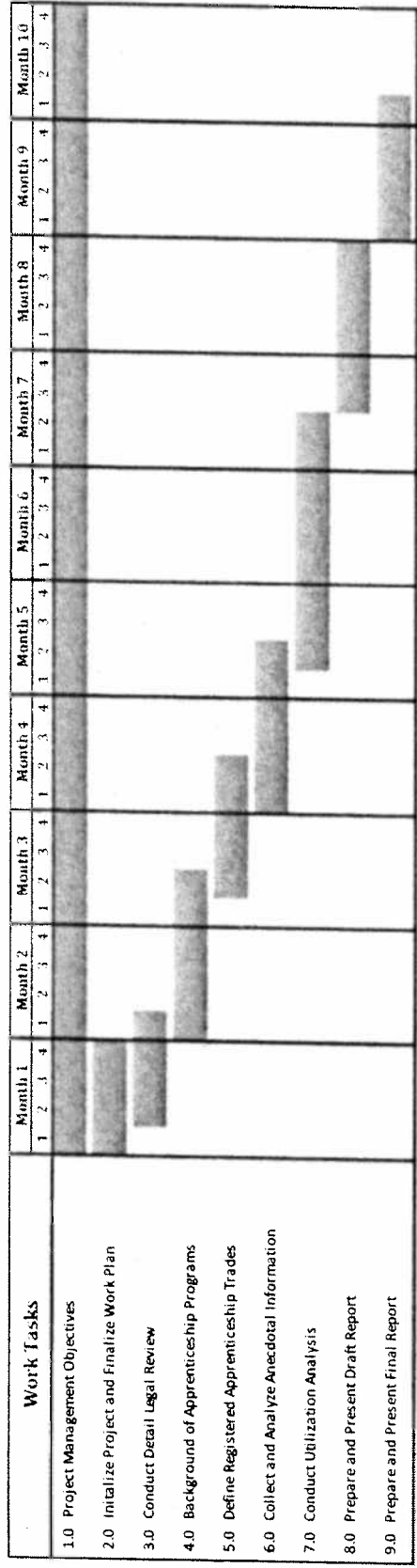
28. The terms and conditions in this proposal are valid throughout the duration of the contract.

2. Please discuss the team that you will use to conduct this apprenticeship study. How do you put a team together? What are the strengths of each of your team members? Please provide resumes.

The Team

The team structure for the apprenticeship study varies slightly from the disparity study. On the following page, we present an organizational chart for the apprenticeship study.

**APPRENTICESHIP STUDY
 PROJECT TIMELINE**



RESPONSES TO CORE INTERVIEW QUESTIONS/INQUIRIES:

Question 1. Please describe the sources of data to be used to establish the relevant local market area and to conduct availability analysis.

As we stated in our proposal for completing the disparity study, determining the available contractor pool is an important (and controversial) element in any disparity study. The Supreme Court has not addressed the appropriate data source for establishing availability, and the circuits have been divided on the subject. Several circuits have approved, with qualifications, the use of custom census data, census data and bidder/vendor data to measure availability.¹ The 10th Circuit has approved a custom census approach to availability. The debate on availability measures is often muddled by the fact that most of the debate is about details necessary to measure prime contractor availability, but very few City have preferences of any sort for prime contracting.

MGT will examine availability at the prime and subcontractor level, where applicable. We will examine bidder/vendor data, and custom census. Census data have been found by some courts to be a valid source of availability in instances where there are no vendor or bidder lists.² In general, our priority is analyzing subcontractor bidders. In the absence of that data, MGT will analyze custom census data based on Dun & Bradstreet.

Question 2. Please describe all measures of utilization that will be studied.

Disparity Study

The purpose of the utilization analysis will be to evaluate whether or not M/W/DBEs and ACDBEs have the capacity to meet goals proposed by the City and assist in the calculation of the race-neutral component of M/W/DBEs goals.

The utilization will be presented by procurement category and will be based on the procurement of Construction and Construction-related Professional Services, Concession Related Goods and Services and the City's Department of General Services Purchasing Division.

The utilization at the prime level will include, at a minimum, reporting:

- By year and in summary.
- By dollar amount and percentages.
- By number of firms/contractors used.

The utilization at the subcontractor level will include, at a minimum, reporting:

¹ *Engineering Contractors Association of South Florida, Inc. v. Metropolitan Dade County*, 122 F.3d 895, 923 (S.D.Fla. 1996); *Contractors Association of Eastern Pennsylvania, Inc. v. Philadelphia*, 91 F.3d, 586, 604 (3d Cir. 1996).

² See, e.g., *AGC v. Columbus*, 936 F.Supp. 1363, 1396 (SD Ohio 1996). See also *Northern Contractors*.

- By year and in summary.
- By dollar amount and percentages.
- By number of firms/contractors.
- By number of subcontracts.
- By size of subcontracts.

Apprenticeship Study

The objective of measuring utilization will be to determine the utilization of defined registered trades, specialty groups (or sub-groups, if applicable) during the relevant time period within the relevant market area.

Question 3. Please describe your private sector analysis.

MGT has expanded and built the most comprehensive private sector model for disparity, and is currently being used in over 20 jurisdictions. In fact, MGT has been hired by other firms and jurisdictions to conduct private sector analysis on other disparity studies. Therefore, in using disparity analysis, we will aim to quantify the variables contributing to discrimination in the private sector. The data for both of these analyses will come primarily from the integration of the files from the City with a statistically valid sample of data from other public and private sector construction databases, such commercial construction permits (building permits), Reed Construction Data and other public agencies. This analysis will be supplemented by results from the telephone survey.

Our proposed methodology for this study will replicate the approach of factual predicate in the 2003 *Concrete Works* decision and will include comprehensive non-goal evidence, which includes:

- Suspension period analysis.
- Reed Construction data.
- Building permits.
- Connection to public sector.
- Econometric analysis of disparities in entry into and earnings from self-employment based on data from Census Public use Micro Sample (PUMS).
- Survey Evidence.
- Regression Analysis.
- Credit evidence from National Survey of Small Business Finance and local survey results.

We feel this approach is necessary, particularly the RCD/building permits, because a considerable amount of the non-goal evidence in the *Concrete Works* case is no longer available.

Exhibit B-1
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Question 4. Please describe your methods and sources of data to document anecdotal evidence of discrimination.

Disparity Study

We will gather anecdotal information regarding contracting and purchasing practices in the City's market area from M/W/DBE and ACDBE firms and non-M/W/DBE and -ACDBE firms through collection of formal complaints, personal interviews, focus groups, public hearings, survey, and case studies. In addition, we will conduct personal interviews with 75 individual business owners to seek information on their experience with the City's procurement process. The interviews will provide information on the history of utilization, discrimination faced, and impediments to M/W/DBE and ACDBE participation in procurement and contracting. They will be supplemented with focus groups and public hearings.

The telephone survey will also serve to collect information relevant to the anecdotal evidence on M/W/DBE, ACDBE, and non-M/W/DBE and -ACDBE experiences in dealing with the City and its employees and prime contractors, as well as with the private sector. We will also address business capacity, financing, bonding, insurance, and other potential barriers to the establishment and growth of businesses. The responses will be compared to determine if minorities and women face barriers that do not exist for nonminorities. M/W/DBEs and ACDBEs will also be asked for specific instances of discrimination they have faced as business owners, if any.

The target population for the survey will be firms that have worked with or are seeking work with the City. The survey sample frame will be the master vendor list developed for the study. The geographical frame for the survey will be the City's relevant market. Therefore, the anecdotal evidence for the disparity study will be based on:

- Personal (face-to-face) interviews.
- Focus groups.
- Public hearings.
- Web-based/telephone surveys.

We will test for statistically significant differences in responses to survey questions.

Question 5. Explain your approach, experience with apprenticeship studies or research.

MGT's approach and research methodology will be similar to the approach and research methodology we use in conducting disparity studies. Components of the study will include a legal review, a review of policies, regulations, procedures, practices, and programs, the assessment and collection of data, anecdotal research, utilization analysis, and a draft and final report.

Our project team's experience with apprenticeship programs includes the following:

Exhibit B-1
Page 37 of 44

- a. Designed apprenticeship training program for the \$1 billion T-Rex Light Rail project which was implemented by the East Denver Ministerial Alliance. The program utilized private sector training materials and curriculum in conjunction with the East Denver campus of the Community College. As originally conceived, participants received both college and high school credits for course work and field training.
- b. Supported the development of the industry's most ambitious recruitment and training program for Hensel Phelps in the Front Range. Many high school graduates earned more money than their teachers after the first summer internship.
- c. Initiated what is now the model program for the East Baltimore Development Inc. (EBDI), a community-based economic development initiative between John Hopkins Hospital (the largest hospital in the world), Forest City Development (major national developer), and Hensel Phelps and community interest groups. The program had the highest utilization of local young adults in the city.

Additionally, studying apprenticeship programs have been embedded in a number economic impact, economic development and workforce development projects conducted by MGT in recent years. For example many of these studies have involved a review and analysis of progression into skilled trades and building capacity by developing entrepreneurial skills. MGT has conducted many workforce development studies to determine market analysis and assessments of training and educational needs across the country. Study activities included reviews of market data, along with surveys and other means of stakeholder input, including local employers, community leaders, and economic development officials.

Question 6. Please explain your company's plan to assure that the proposed studies come in at or under your proposed price.

MGT has a track record of transparency, collaboration and communication throughout the course of our studies and projects. Our approach to producing legally defensible studies within our proposed budget parameters was developed on solid work plans and budgets based on our extensive experience. Each of our work plans presents list of key assumptions, which our previous and current clients have found to be reasonable. For instance, the Supplies, Materials, and Other Indirect Costs presented in our proposed budget include costs for data purchases (such as, U.S. Census, and data from privately-held associations or organizations). In addition, hours expended by project team members will be closely monitored to ensure the project remains on schedule and within budget. This is a critical component to MGT's approach, which will provide City's Project Manager with a process that is accurate, reliable, valid, and legally defensible.

Lastly, the following exhibit highlights studies performed by MGT, since January 2000, that are equivalent to those being required by the City. In reviewing the exhibit, you will notice that in the

except for a price reduction in the Price Variance Explanation column, we have stated "Not Applicable" for each study, since we completed each of these projects based on our proposed budget parameters. Therefore, based on the numerous disparity studies that we have completed, there has been no increase the final price for the study when compared to our original/proposed price.

Customer/Study Description	Original Bid or Proposed Quoted Prime and Timeline	Actual Final Price upon Study Completion and Actual Timeline	Price Variance Explanation (As Applicable)
City of Charlotte, Mecklenburg County, and Charlotte-Mecklenburg Schools, North Carolina Disparity Study	Org. Price \$922,800 Proposed Timeline 7 months	Actual Price \$909,520 Actual Timeline November 2002 – July 2003	Price Variance = - \$13,280.00 The client and MGT agreed that some of the requested options would not be exercised.
City of Charlotte Update Disparity Study	Org. Price \$305,450. Proposed Timeline November 2010 – June 2011	Actual Price \$305,450 Actual Timeline October 2010 - August 2011	Not Applicable
Texas Comptroller of Public Accounts Historically Underutilized Business Disparity Study of State Contracting	Org. Price \$994,961 Proposed Timeline 12 months	Actual Price \$994,961 Actual Timeline 12 months	Not Applicable
City of Jersey City Disparity Study	Org. Price \$370,520 Proposed Timeline 9 months	Actual Price \$370,520 Actual Timeline 30 months	Not Applicable
Port Authority of New York and New Jersey Performance of an Expert Professional Disparity Study	Org. Price \$385,000 Proposed Timeline 9 months	Actual Price \$385,000 Actual Timeline February 2009 - June 2011	Not Applicable
Port Authority of New York and New Jersey Disparity Study	Org. Price \$339,920 Proposed Timeline 12 months	Actual Price \$339,920 Actual Timeline July 2002 – July 2003	Not Applicable
Minnesota Department of Administration Disparity Study	Org. Price \$557,450 Proposed Timeline August 2008 – January 2010	Actual Price \$557,450 Actual Timeline August 2008 - November 2009	Not Applicable
Oregon Department of Transportation Disparity Study	Proposed Price \$349,984 Actual Timeline November 2010 – March 30 2011	Actual Price \$364,369 Actual Timeline November 2010 - September 2011	Price Variance = - \$14,385 The client and MGT agreed that additional anecdotal interviews were necessary

			compared to what was agreed upon in the proposal.
State of Oregon Disparity Study and Consultant Services	Proposed Price \$440,410 Actual Timeline January 2007 - October 2007	Actual Price \$394,138 Actual Timeline January 2007 - November 2007	Price Variance = - \$46,262 The client and MGT agreed that some of the requested options would not be exercised.
Oregon Department of Transportation Goal Setting	Org. Price \$7,500 Proposed Timeline May 2008 - June 2008	Actual Price \$7,500 Actual Timeline May 2008 - June 2008	Not Applicable
Commonwealth of Virginia Disparity Study	Org. Price \$500,000 Proposed Timeline 8 months	Actual Price \$500,000 Actual Timeline April 2003 - December 2003	Not Applicable
Commonwealth of Virginia Disparity Study, Phase I	Org. Price \$365,000 Proposed Timeline 3 months	Actual Price \$365,000 Actual Timeline November 2009 - January 2010	Not Applicable
Commonwealth of Virginia Disparity Study, Phase II	Org. Price \$174,293 Proposed Timeline 3 months	Actual Price \$174,293 Actual Timeline October 2010 - February 2011	Not Applicable
Arizona Department of Transportation Availability Analysis and Disparity Study	Org. Price \$440,990 Proposed Timeline 12 months	Actual Price \$440,990 Actual Timeline June 2007 - October 2008	Not Applicable
Arizona Department of Transportation Department's Revised FY08 Revised Annual DBE Goals (Disparity Study)	Org. Price \$14,000 Proposed Timeline 12 months	Actual Price \$14,000 Actual Timeline February 2009 - June 2010	Not Applicable
Port of Portland Disparity Study	Org. Price \$325,000 Proposed Timeline 12 months	Actual Price \$325,000 Actual Timeline November 2007 - March 2009	Not Applicable
City of Dayton, Ohio Second Generation Disparity Study	Org. Price \$248,340 Proposed Timeline 7 months	Actual Price \$248,340 Actual Timeline February 2007 - August 2008	Not Applicable

City of Dayton, Ohio Policy Implementation Assistance	Org. Price \$35,000 Proposed Timeline 3 months	Actual Price \$35,000 Actual Timeline January 2009 - September 2009	Not Applicable
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Question 6. Please explain your company's plan to assure that the proposed studies come in at or under your proposed price. (cont'd)

There are numerous disparity studies where the projected deadline is not met. The reasons why are generally highly complex and frequently political. We seek to keep our client carefully informed, as clearly presented in our thorough project communication plan, which is further discussed in our response to question nine. The most common causes are the client is unable to supply requested data on a timely basis in useable formats. Also we send draft chapters for review during the course of the project and feedback may occur several months after the client has received the chapter. For instance, we had a client who was given the legal chapter for review during the first month of the project. Six months later into the project, there had been no response to chapter.

Question 7. Partnership: Indicate the local and non-local partners (as applicable) that your company will collaborate with; In addition, answer the following;

- How did your company research the local and non-local markets for possible partners for the required studies?
- What was your partner selection criteria and process?
- How does each of your partner's experience/knowledge/expertise augment your studies?
- Indicate once again what their core responsibilities are in regards to the studies and how long and what other projects has your company collaborated with them on previously.

A key factor to the success of this project is the quality of the consulting team assigned to conduct the two studies. The consulting team must not only have expertise specific to their area of review, but also must be thoroughly cognizant of the unique issues the City faces in determining whether there is significant evidence of past or present discrimination against racial and ethnic minorities or women or socially and economically disadvantaged businesses by or within the City's marketplace.

In deciding who we partnered with, MGT chose as a non-local market subcontractor Mr. Mario Trevino, President and Founder of Innovative Strategies. Innovative Strategies is an M/WBE and certified HUB in the state of Texas. We are frequent partners and have worked together on disparity studies for the State of Texas and the City of San Antonio. Additionally, Innovative Strategies brings strategic understanding and knowledge of the local market through the current contract with the DIA. Innovative Strategies will be responsible for conducting the review of the ACDBE portion of the study involving the Denver International Airport. For the local market, MGT attended the public meeting for the Request for Comment and talked to several firms that attended that meeting. Due to the short timeframe, we pursued several firms there and ultimately finalized a contractual

agreement with Mr. Walter Jones.. Mr. Walter Jones, is a local attorney with more than 20 years of economic development expertise. Mr. Jones is highly respected in the local community and was recommended by several local organizations. We also communicated with other M/WBE support groups such as the black and Hispanic chambers and we'll be contact with them to support our efforts. Mr. Jones will be responsible with coordinating and collecting anecdotal evidence through public and community meetings, focus groups, and personal interviews.

Question 8. What will be your philosophical approach to analyzing historical discrimination beyond five years? Explain your methodology, if any, and number of hours allocated for any analysis (beyond five years) if applicable;

MGT's main focus for this study is to concentrate on data and analyses for the study period of 2007, 2008, and 2009. However, we are interested in analyzing historical discrimination beyond five years. This analysis will depend largely on available data and anecdotal information that's readily accessible. Our pricing structure does not include hours allocated for this type analysis.

Question 9. From your last Disparity Study, what are some lessons learned? What would you do differently? How would you improve efficiency as it relates to project management?

From our last study a lesson that was reinforced is that you must continue to test assumptions about data quality and accessibility since it so key to disparity study analysis. The other major lesson is you must anticipate the unexpected from start to finish and have contingency plan(s) to account for unexpected, unintended events and outcomes. In conducting disparity studies, in over 140 jurisdictions, we have learned that a disparity study must be carefully structured, managed, and monitored to meet all deadlines and to produce clear and complete findings, analyses, progress reports, preliminary and final reports and oral presentations. Accordingly, we implement a rigorous project communication plan consisting of:

The development of a mutually acceptable work plan, methodology, and time schedule at the beginning of the project. We will ask the City's Project Manager to approve the plan so all parties have a clear understanding of what the project is to accomplish, what methodologies will be employed, and the time schedule that will be followed.

- The use of the work plan to make project assignments to team members and to monitor their progress.
- The use of the work plan by our project team to report progress to City's Project Manager to monitor our progress.
- Monthly progress and status reports are issued to City's Project Manager—however, we will communicate more frequently with City's Project Manager.
- Review and acceptance by City of all data collection instruments, sampling methods and databases as the project progresses to ensure we have agreement between our team and the City. Disparity studies are too large and complex to get far down the

line toward completing a set of analyses only to find errors were made early in the process. For this reason, we have a large number of built-in quality controls, including client sign-off, as we progress through the study.

- Thorough training of all subcontractors and data collection personnel in conjunction with frequent monitoring and quality control checks of their work will be conducted.
- The use of computer data analysis models with built-in quality control checks that will not allow the analyses to proceed if data or analytical errors exist.
- The submission of deliverables to the City's Project Manager at the end of each major work task so our work can be monitored and we can receive feedback as the project progresses.
- The submission of a draft final report for review and comment prior to being finalized.

In addition to the reporting system designed to keep City's Project Manager informed during the study, MGT has developed an internal control system to monitor the study's progress, quality and budget. As a result of our numerous disparity studies, we have refined this system to include internal reports and briefings with our Partner-in-Charge, Project Director, Technical Advisors and team members (including subcontractors).

Question 10. What separates you from your competitors and why should the City of Denver select you as our Disparity Study consultant.

MGT has extensive experience in conducting post-*Croson* and -*Adarand* disparity studies. We conducted our first post-*Croson* disparity study in 1990. We have a full-time staff of seasoned professionals, all of whom have worked together previously. Many have received training certification in DBE programs administered by USDOT. Our team members possess a wealth of knowledge and information regarding disparity-related issues, information and data. Our significant experience in conducting predicate studies; belief in the need for research supported by sound methodology; knowledge of law, economics, sociology and education; familiarity with M/W/DBE preference programs; and expertise in discrimination, government procurement, and statistically reliable analysis will allow us to complete this study for the City successfully. The following are some key factors that distinguish MGT from our competitors:

- MGT has completed more disparity studies than any other firm.
 - Out of 140 jurisdictions, two have gone to trial – both programs upheld.
 - All other challenges were successfully resolved.
- MGT has been a long-standing, financially stable firm for more than 36 years.
- MGT has crafted a qualified and talented project team for these studies.
 - We have a published expert witness, with over 17 years of successful litigation experience.

Exhibit B-1
Page 43 of 44

- Our team consists of two PhDs, for Masters, and two JDs.
- Our team prior M/WBE Program managers, one team member was program manager at a major city and private construction firm and one was program manager at a major international airport.
- Our team consists of six team members who have each completed more than 30 jurisdictional studies.
- Our team consists of knowledgeable and experienced subconsultants.

As presented in our proposal, the following exhibit presents a matrix of our project team members' areas of expertise.

STAFF	Years of Disparity Experience	Disparity Study Project Management	Legal	Policies & Procedures	Statistical Analysis	Private Sector Analysis	Data Collection	Anecdotal Analysis
Seamon	19	◆		◆			◆	◆
Smith, R.	10	◆		◆			◆	◆
Mitchell	12	◆					◆	◆
Humphrey	19	◆						◆
Eagan	15		◆	◆		◆		◆
Wiley	8	◆			◆		◆	◆
Smith, H.	7	◆			◆	◆	◆	◆
Trevino*	24	◆		◆		◆	◆	◆
Whitehead*	13			◆		◆	◆	◆
Jones*	10		◆	◆		◆		

Question 10. What separates you from your competitors and why should the City of Denver select you as our Disparity Study consultant. (cont'd)

In addition to the public sector analysis, the disparity study will be based upon the most comprehensive private sector analysis such as non-goal analysis, PUMS, credit analysis and the regression analysis of marketplace conditions, MGT will show the impact of a discontinuation or reduction of goals of the different goal programs for the City (M/W/DBE and ACDBE). The study's recommendations will be structured to consider court-guided decisions and opinions, such as *Concrete Works v. City and County of Denver* and *H.B. Rowe v. Tippett*. MGT will incorporate best practices found around the country in the recommendations to assist the City in developing its programs.

The apprenticeship study will examine and compare the historical utilization of certified and registered apprentices used in publicly-funded City projects compared to private industry projects. The study's recommendations will be structured to consider court-guided decisions and opinions, such as *Eldredge v. Carpenters 46 N. Cal. Counties Joint Apprenticeship & Training Comm*, *Brown v. Puget Sound Elec. Apprenticeship & Training Trust*, *EEOC v. Charleston Elec. Joint Apprenticeship Training Comm*, and other relevant court opinions.

Exhibit B-1
Page 44 of 44

EXHIBIT C - MILESTONES

Below is the Milestone Payment Plan for the Disparity Study Contract.

MILESTONE PAYMENT PLAN

Milestone	Cost
1.0 Project Management Objectives	\$32,250
2.0 Initiate Project and Finalize Work Plan	\$31,495
3.0 Conduct Legal Review	\$14,220
4.0 Review Policy, Procedures and Programs	\$22,685
5.0 Assess Data	\$28,250
6.0 Collect and Clean Data	\$65,140
7.0 Identify Geographical Market	\$15,510
8.0 Conduct Utilization and Threshold Analyses	22,030
9.0 Determine Availability of Qualified Firms	\$42,250
10.0 Analyze Utilization and Availability Data for Disparity and Statistical Significance	\$22,000
11.0 Conduct Surveys of Vendors	\$25,300
12.0 Conduct Regression Analysis	\$10,560
13.0 Collect and Analyze Anecdotal Information	\$86,900
14.0 Conduct Disparity Analyses of Relevant Private Market	\$29,600
15.0 Review of Efficacy of Race- and Gender-Neutral Remedies	\$9,560
16.0 Identify Narrowly Tailored Race- and Gender-Neutral and Race- and Gender-Based Remedies	\$9,410
17.0 Prepare and Present Final Report	\$67,530
TOTAL	\$534,690

Disparity Study Budget Including Expenses

Work Task	PIC F. Seaman	Project Director R. Smith	Team Member S. Humphrey	Team Member H. Smith	Team Member M. Willey	Team Member V. Mitchell	Team Member M. Reynolds	Team Member Sub. TRD	Team Member Sub. W. Jones	Team Member Sub. IS	Support	PROFESSIONAL FEES	DIRECT COSTS	TOTAL COST PER TASK
1.0 Project Management Objectives	30	80							10	10	20	\$32,250		\$32,250
2.0 Initiate and Finalize Work Plan	24	24	8		20	10					16	\$21,520	\$9,975	\$31,495
3.0 Conduct Detailed Legal Review	4	8	8								16	\$14,220		\$14,220
4.0 Review Policy, Procedures, and Programs	4	15	18								16	\$22,685		\$22,685
5.0 Assess Data		10	10	60	80		10				8	\$28,250		\$28,250
6.0 Collect Data and Clean Data		20	8	120	120	58	8				30	\$57,640	\$7,500	\$65,140
7.0 Identify Geographical Market		18	10	20	20	10					16	\$15,510		\$15,510
8.0 Conduct Utilization and Threshold Analyses	4	18	10	40	40		10				16	\$22,030		\$22,030
9.0 Determine Availability of Qualified Firms	4	18	10	40	40	30	8				16	\$27,250	\$15,000	\$42,250
10.0 Analyze Utilization and Availability Data for Disparity and Statistical Significance	4	18	10	40	40	2					16	\$22,000		\$22,000
11.0 Conduct Surveys of Vendors		8	4	15	10	15		150			16	\$25,300		\$25,300
12.0 Conduct Regression Analysis		8	8	32	10						4	\$10,560		\$10,560
13.0 Collect and Analyze Anecdotal Information		40	4	8	8	40			200	100	27	\$81,750	\$5,150	\$86,900
14.0 Conduct Disparity Analyses of Relevant Private Market	4	8	4	40	20	10					16	\$24,600	\$5,000	\$29,600
15.0 Review Effectiveness of Race and Gender-Neutral Remedies	4	8	4	4	8	4					8	\$9,560		\$9,560
16.0 Identify Narrowly Tailored Race-, and Gender-Neutral and Race-, and Gender-based Remedies	4	8	2	3	4	6					24	\$9,410		\$9,410
17.0 Prepare and Present Draft and Final Reports	20	50	4	40	40	40	4		24	11	80	\$58,130	\$9,400	\$67,530
Hourly Rate:	\$255.00	\$245.00	\$255.00	\$160.00	\$160.00	\$160.00	\$90.00	\$100.00	\$200.00	\$200.00	\$30.00			
TOTAL HOURS:	106.0	359.0	50.0	462.0	460.0	225.0	40.0	150.0	234.0	121.0	345.0	2819.0		
TOTAL COSTS:	\$27,030	\$87,955	\$12,750	\$73,920	\$73,600	\$40,500	\$3,600	\$15,000	\$46,800	\$24,200	\$17,250	\$482,665	\$52,025	\$534,690

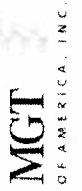


EXHIBIT C - MILESTONES

Below is the Milestone Payment Plan for the Apprenticeship Study Contract.

MILESTONE PAYMENT PLAN

Milestone		Cost
1.0	Project Management Objectives	\$9,850
2.0	Initiate Project and Finalize Work Plan	\$12,390
3.0	Conduct Legal Review	\$13,930
4.0	Background of Apprenticeship Programs	\$7,130
5.0	Define Registered Apprenticeship Trades	\$14,750
6.0	Collect and Analyze Anecdotal Information	\$17,900
7.0	Conduct Utilization Analyses	\$12,930
8.0	Prepare and Present Draft Reports	\$17,260
9.0	Prepare and Present Final Report	\$20,140
TOTAL		\$126,280

Exhibit C
Page 3 of 4

Apprenticeship Study Budget Including Expenses

Work Task	PIC	Project Director	Team Member	Team Member	Team Member	Team Member	Team Member	Team Member	Team Member	Team Member	Team Member	Team Member	Team Member	Support	PROFESSIONAL FEES	DIRECT COSTS	TOTAL COST PER TASK
1.0 Project Management Objectives	10	40												5	\$9,850		\$9,850
2.0 Initiate and Finalize Work Plan	16	20		4										5	\$8,540	\$3,850	\$12,390
3.0 Conduct Detailed Legal Review	4	4		8										8	\$13,930		\$13,930
4.0 Background of Apprenticeship Programs	4	6	4	8										4	\$7,130		\$7,130
5.0 Define Registered Apprenticeship Trades	6	15	4	8	8	10	4	8						4	\$11,750	\$5,000	\$14,750
6.0 Collect and Analyze Anecdotal Information		12		12	4									4	\$15,200	\$2,700	\$17,900
7.0 Conduct Utilization Analysis	8	10		10	10	30	8	8						8	\$12,930		\$12,930
8.0 Prepare and Present Draft Report	8	40	4	8	8	12	8	8						8	\$17,260		\$17,260
9.0 Prepare and Present Final Report	10	30	4	8	8	10	8	8						10	\$14,650	\$5,450	\$20,100
Hourly Rate:	\$245.00	\$180.00	\$255.00	\$205.00	\$160.00	\$160.00	\$160.00	\$90.00	\$225.00	\$40.00							
TOTAL HOURS:	62.0	177.0	12.0	58.0	62.0	28.0	116.0	56.0	607.0								
TOTAL COSTS:	\$15,190	\$31,860	\$3,060	\$11,890	\$9,920	\$4,480	\$26,100	\$2,240	\$111,280								\$126,280



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/2/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Earl Bacon Agency, Inc. P.O. Box 12039 Tallahassee FL 32317	CONTACT NAME: Nancy Klucher															
	PHONE (A/C No. Ext): 850-878-2121	FAX (A/C No): 850-878-2128														
E-MAIL ADDRESS: nkluch@earlbacon.com																
PRODUCER CUSTOMER ID #: MGTOP-1																
INSURED MGT of America, Inc. 2123 Centre Point Blvd. Tallahassee FL 32308		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Valley Forge Insurance Co.</td> <td>20508</td> </tr> <tr> <td>INSURER B: American Cas. Co. of Reading, PA</td> <td>20427</td> </tr> <tr> <td>INSURER C: Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER D: Travelers Casualty & Surety Co</td> <td>31194</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Valley Forge Insurance Co.	20508	INSURER B: American Cas. Co. of Reading, PA	20427	INSURER C: Continental Casualty Company	20443	INSURER D: Travelers Casualty & Surety Co	31194	INSURER E:		INSURER F:	
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INSURER E:																
INSURER F:																

COVERAGES **CERTIFICATE NUMBER:** 66888504 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> A-XV Rating GENTL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	2093390918	7/1/2010	7/1/2011	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> A-XV Rating	Y	Y	2093563501	7/1/2010	7/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000.			2093563496	7/1/2010	7/1/2011	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$ \$
A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	3011086712 3011086788 CA	7/1/2010 7/1/2010	7/1/2011 7/1/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER CA EL-Below E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
D	Professional Liab. (E&O) Claims-Made Form			104968324	7/1/2010	7/1/2011	Limit \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Umbrella: A-XV Rating. All other Workers Compensation and CA Workers Compensation: A-XV Rating, California Employers Liability Limits: \$1,000,000 each Accident/\$1,000,000 Disease Policy Limit/\$1,000,000 Disease Each Employee.
 See Attached...

CERTIFICATE HOLDER City and County of Denver Purchasing Division 201 W. Colfax Ave., Dept.304 Denver CO 80202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--



ADDITIONAL REMARKS SCHEDULE

AGENCY Earl Bacon Agency, Inc.		NAMED INSURED MGT of America, Inc. 2123 Centre Point Blvd. Tallahassee FL 32308	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

"The City and County of Denver, its elected and appointed officials, employees and volunteers are Additional Insured as respects the Commercial General Liability and Business Auto Liability policies".

POLICY NUMBER:

CG 24 04 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS
OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Refer to SCHEDULE CG2404

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV -- COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above

because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.

0022001820933909180915





IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C.1. OF THIS ENDORSEMENT FOR THESE DUTIES.

ALSO, THIS ENDORSEMENT CHANGES THE CONTRACTUAL LIABILITY COVERAGE WITH RESPECTS TO THE "BODILY INJURY" OR "PROPERTY DAMAGE" ARISING OUT OF THE "PRODUCTS-COMPLETED OPERATIONS HAZARD". SEE PARAGRAPH B.3. OF THIS ENDORSEMENT FOR THIS COVERAGE CHANGE.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
CONTRACTOR'S SCHEDULED AND BLANKET ADDITIONAL INSURED ENDORSEMENT WITH LIMITED PRODUCTS-COMPLETED OPERATIONS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Designated Project:

(Coverage under this endorsement is not affected by an entry or lack of entry in the Schedule above.)

- A. **WHO IS AN INSURED (Section II)** is amended to include as an insured any person or organization, including any person or organization shown in the schedule above, (called additional insured) whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:
 - 1. Currently in effect or becoming effective during the term of this policy; and
 - 2. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury".
- B. The insurance provided to the additional insured is limited as follows:
 - 1. That person or organization is an additional insured solely for liability due to your negligence specifically resulting from "your work" for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.
 - 2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
 - 3. The coverage provided to the additional insured by this endorsement and paragraph f. of the definition of "insured contract" under DEFINITIONS (Section V) do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement. When coverage does apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" such coverage will not apply beyond:
 - a. The period of time required by the written contract or written agreement; or

00020001220933909180921



- b. 5 years from the completion of "your work" on the project which is the subject of the written contract or written agreement,

whichever is less.

- 4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:

- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- b. Supervisory, or inspection activities performed as part of any related architectural or engineering activities.

- C. As respects the coverage provided under this endorsement, **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** are amended as follows:

- 1. The following is added to the Duties In The Event of Occurrence, Offense, Claim or Suit Condition:

- e. An additional insured under this endorsement will as soon as practicable:

- (1) Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;

- (2) Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and

- (3) Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

- f. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

- 2. Paragraph 4.b. of the Other Insurance Condition is deleted and replaced with the following:

4. Other Insurance

b. Excess Insurance

This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.



WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One Workers' Compensation Insurance G. Recovery From Others** and **Part Two Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE -

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is

200200306977030084815541885



WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13
(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION ON WHOSE BEHALF YOU ARE REQUIRED TO OBTAIN THIS WAIVER OF OUR RIGHT TO RECOVER FROM UNDER A WRITTEN CONTRACT OR AGREEMENT.

40020030068770630084615541645



This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	Policy No.	Endorsement No.
Insured		Premium \$

Insurance Company _____ Countersigned by _____

WC 00 03 13
(Ed. 4-84)

Ortega, Victoria J. - Department of Law

From: Nancy Klucher [nkluch@earlbacon.com]
Sent: Tuesday, June 21, 2011 2:40 PM
To: Ortega, Victoria J. - Department of Law
Cc: 'Sam Long'
Subject: MGT of America, Inc.

Victoria, confirming our conversation, the policies for MGT of America, Inc. will be renewing through our agency effective 7/1/11. Updated certificate of insurance will be provided to City and County of Denver, CO.

Should you have any questions, please call.

Nancy L. Klucher

Commercial Account Manager

Earl Bacon Agency

3131 Lonnbladh Road

Tallahassee, FL 32308

email (nkluch@earlbacon.com)

Direct Phone 850-523-5911

Business Phone 850-878-2121

Business Fax 850-878-2128

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