

ON-CALL AGREEMENT FOR PROFESSIONAL SERVICES

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

WITNESSETH:

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

WHEREAS, the City desires to obtain professional system development services; and

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

WHEREAS, Consultant’s proposal was selected for award of the On-Call Systems Development Services contract (the “**Project**”); and

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

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

ARTICLE I. LINE OF AUTHORITY

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

ARTICLE II. SCOPE OF WORK AND CONSULTANT RESPONSIBILITIES

A. Scope of Services. Consultant shall provide professional services and provide deliverables for the City as designated by the CEO, and/or her designee, from time to time and as described in the attached *Exhibit A* (“**Scope of Work**”) and in accordance with Task Orders, schedules and budgets set by the City. The City may, through a Task Order and without requiring amendment to this Agreement, make minor changes, additions, or deletions to the Scope of Work without change to the Maximum Contract Amount.

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

C. Standard of Performance.

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

2. Consultant understands and acknowledges that it may be required to create and assist in the implementation of the systems requirements, systems architecture, implementation roadmaps, workflows, systems design, systems implementation plans, testing, training workshops, reports, and/or any other such deliverables necessary to complete the work (collectively hereinafter referred to as the “**Deliverables**”), as required by the City.

3. Consultant shall strictly conform to and be bound by written standards, criteria, budgetary considerations, Task Orders, Notices to Proceed, and memoranda of policy furnished to it by the City.

4. In performing all work under this Agreement, Consultant shall fully coordinate and integrate all services and Deliverables with related work being performed by other, Consultant’s sub-contractors, the City, the City’s consultants, related suppliers and subcontractors of any tier, and, at the City’s request, other adjacent projects at DEN.

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

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

E. Construction Administration. If the City tasks Consultant with construction administration duties, such duties shall commence upon the earlier to occur of the following events: (a) the City’s execution of a construction contract(s); (b) issuance of a construction task order pursuant to an existing construction contract; or (c) the City’s issuance of the notice to proceed to the contractor(s).

F. Subcontractors.

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

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

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

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

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

G. Personnel Assignments.

1. Consultant or its subcontractor(s) shall assign all key personnel identified in this Agreement, including Task Order(s) to perform work under this Agreement ("Key Personnel"). Key Personnel shall perform work under this Agreement, unless otherwise approved in writing by the SVP or his/her authorized representative.

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

3. If, during the Term of this Agreement, the Project Manager determines that the performance of any Key Personnel or other personnel, whether of Consultant or its subcontractor(s), is not acceptable or that any Key Personnel is no longer needed for performance of any Task Order, the Project Manager shall notify Consultant and may give

Consultant notice of the period of time which the Project Manager considers reasonable to correct such performance or remove the Key Personnel, as applicable.

4. If Consultant fails to correct such performance, then the City may revoke its approval of the Key Personnel or other personnel in question and notify Consultant that such Key Personnel or other personnel will not be retained on this Project. Within ten (10) days of receiving this notice, Consultant shall use its best efforts to obtain adequate substitute personnel who must be approved in writing by the Project Manager. Consultant's failure to obtain the Project Manager's approval shall be grounds for Termination for Cause in accordance with Article IV, Section C.3.

ARTICLE III. OWNERSHIP AND DELIVERABLES

A. Upon payment to Consultant, all records, data, deliverables, and any other work product prepared by Consultant or any custom development work performed by Consultant for the purpose of performing this Agreement on or before the day of payment shall become the sole property of the City. Upon request by the City, or based on any schedule agreed to by Consultant and the City, Consultant shall provide the City with copies of the data/files that have been uploaded to any database maintained by or on behalf of Consultant or otherwise saved or maintained by Consultant as part of the services provided to the City under this Agreement. All such data/files shall be provided to the City electronically in a format agreed to by the Parties. Consultant also agrees to allow the City to review any of the procedures Consultant uses in performing any work or other obligations under this Agreement, and to make available for inspection any and all notes, documents, materials, and devices used in the preparation for or performance of any of the scope of work, for up to six (6) years after termination of this Agreement. Upon written request from the City, Consultant shall deliver any information requested pursuant to this Article within ten (10) business days in the event a schedule or otherwise agreed-upon timeframe does not exist.

B. To the extent that Consultant has intellectual property rights in pre-existing works, methodologies, processes, ideas, concepts, techniques and other intellectual property which may be incorporated into any Deliverable or other work product under this Agreement, these shall stay the sole rights of Consultant and Consultant grants the City a royalty-free, irrevocable, worldwide, perpetual, and non-exclusive license to copy, make derivative works of, and use Consultant's pre-existing intellectual property.

ARTICLE IV. TERM AND TERMINATION

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

B. If the Term expires prior to Consultant completing the work under this Agreement, subject to the prior written approval of the CEO or his/her authorized representative, this

Agreement shall remain in full force and effect until the completion of any services commenced prior to the Expiration Date. Consultant has no right to compensation for services performed after the Expiration Date without such express approval from the CEO or his/her authorized representative.

C. Suspension and Termination.

1. Suspension. The City may suspend performance of this Agreement or any Task Order issued pursuant to this Agreement at any time with or without cause by providing written notice to Consultant containing a period for Consultant to complete performance or wind-down work in progress. Upon receipt of notice from the Director, Consultant shall stop work as directed in the notice and, as directed in the notice, shall submit an invoice for any work performed but not yet billed. Any milestones or other deadlines contained in the Task Order shall be extended by the period of suspension unless otherwise agreed to by the City and Consultant. The Expiration Date shall not be extended as a result of a suspension. The City shall notify Consultant of the termination of the suspension, or a modification to the end date of the suspension by written notice specifying a time to restart performance and providing sufficient time for Consultant to restart work.

2. Termination for Convenience. The City may terminate this Agreement or any Task Order at any time without cause upon written notice to Consultant from the Director.

3. Termination for Cause. In the event Consultant fails to perform any provision of this Agreement, including any provision of any Task Order, the City may either:

a. Terminate this Agreement or the Task Order for cause with ten (10) days prior written notice to Consultant; or

b. Provide Consultant with written notice of the breach and allow Consultant an Opportunity to Cure.

4. Opportunity to Cure. Upon receiving the City's notice of breach pursuant to Section C.3.b of this Article, Consultant shall have five (5) days to commence remedying its defective performance. If Consultant diligently cures its defective performance to the City's satisfaction within a reasonable time as determined by the City, then this Agreement or the Task Order shall not terminate and shall remain in full force and effect. If Consultant fails to cure the breach to the City's satisfaction, then the City may terminate this Agreement or the Task Order pursuant to Article IV, Section C.3.a.

5. Compensation for Services Performed Prior to Suspension or Termination Notice. If this Agreement or any Task Order is suspended or terminated, the City shall pay Consultant the reasonable cost of only those services performed to the satisfaction of the CEO or his/her authorized representative prior to the notice of suspension or termination. Consultant shall submit a final invoice for these costs within thirty (30) days of the date of the notice. Consultant has no right to compensation for services performed after the notice

unless directed to perform those services by the City as part of the suspension or termination process or as provided in Section 6 below.

6. Reimbursement for Cost of Orderly Termination. In the event of Termination for Convenience of this Agreement or any Task Order pursuant to Article IV, Section C.2., Consultant may request reimbursement from the City of the reasonable costs of orderly termination associated with the Termination for Convenience as part of its submittal of costs pursuant to Section C.5. In no event shall the total sums paid by the City pursuant to this Agreement, including Sections C.5 and C.6, exceed the Maximum Contract Amount.

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

D. Remedies. In the event Consultant performs services under this Agreement in violation of any provision herein, Consultant shall be liable to the City for all costs of correcting the work without additional compensation, including but not limited to:

1. All costs of correcting and replacing any affected Deliverables;
2. All removal and replacement costs of any improvements or other work installed or performed pursuant to and in accordance with the Deliverables containing negligent errors, omissions, and/or defects; and
3. Additional costs incurred by the City, its tenants, or its other contractors arising out of Consultant's defective work.
4. These remedies are in addition to, and do not limit, the remedies available to the City in law or in equity. These remedies do not amend or limit the requirements of this Agreement.

ARTICLE V. COMPENSATION AND PAYMENT

A. Maximum Contract Amount. Notwithstanding any other provision of this Agreement, the City shall not be liable under any theory for payment for services rendered and expenses incurred by Consultant under the terms of this Agreement for any amount in excess of the sum of **Five Million Dollars and No Cents (\$5,000,000.00)** ("**Maximum Contract Amount**"). Consultant shall perform the services on the basis provided for in this Agreement, including in any Task Order, up to the Maximum Contract Amount.

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

is the City under any obligation to amend this Agreement to increase the Maximum Contract Amount above.

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

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

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

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

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

2. Travel Expenses. Travel and any other expenses are not reimbursable unless such expenses are related to and in furtherance of the purposes of Consultant's engagement, are in accordance with this Agreement, and Consultant receives prior written approval of the SVP or his/her authorized representative.

G. Timesheets. Consultant shall maintain all timesheets kept or created in relation to the services performed under this Agreement and any other requires required by *Exhibit E* or in a Task Order. The City may examine such timesheets upon the City's request.

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

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

ARTICLE VI. MWBE, WAGES AND PROMPT PAYMENT

A. Minority/Women Business Enterprise.

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

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

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

b. If Agreement modifications are issued under the Agreement, Consultant shall have a continuing obligation to immediately inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases discussed in § 28-70, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.

c. If amendments or other contract modifications are issued under the contract that include an increase in the scope of work of this Agreement, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such amendments or modifications shall be immediately submitted to DSBO for notification purposes.

d. Those amendments or other modifications that involve a changed scope of work that cannot be performed by existing project subconsultants are subject to the original goal. Consultant shall satisfy the goal with respect to such

changed scope of work by soliciting new MWBEs in accordance with § 28-70, D.R.M.C. Consultant must also satisfy the requirements under §§ 28-64 and 28-73, D.R.M.C., with regard to changes in scope or participation. Consultant shall supply to the DSBO Director all required documentation described in §§ 28-64, 25-70, and 28-73, D.R.M.C., with respect to the modified dollar value or work under the Agreement.

e. Failure to comply with these provisions may subject Consultant to sanctions set forth in § 28-76 of the MWBE Ordinance.

f. Should any questions arise regarding DSBO requirements, Consultant should consult the MWBE Ordinance or may contact the Project's designated DSBO representative at (720) 913-1999.

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

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

2. Consultant shall provide the Auditor with a list of all subcontractors providing any services under the contract.

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

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

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

C. City Minimum Wage. To the extent required by law, Consultant shall comply with and agrees to be bound by all requirements, conditions, and the City determinations regarding the City's Minimum Wage Ordinance, D.R.M.C. §§ 20-82 through 20-84, including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the City's Minimum Wage Ordinance. By executing this Agreement, Consultant expressly acknowledges that Consultant is aware of the requirements of

the City's Minimum Wage Ordinance and that any failure by Consultant, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

D. Prompt Pay. The City will make monthly progress payments to the Consultant for all services performed under this Agreement based upon the Consultant's monthly invoices. 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/subconsultants, and all other information necessary to assess the Consultant's progress. Invoices shall be accompanied by documentation of expenses for which reimbursement is sought, and all other 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.

1. Final Payment to the Consultant shall not be made until after the Project is accepted, and all certificates of completion, record drawings and reproducible copies, or other Deliverables are delivered to the City, and the Agreement is otherwise fully performed by the Consultant. The City may, at the discretion of the Director, withhold reasonable amounts from billing and the entirety of the final payment until all such requirements are performed to the satisfaction of the Director. However, no deductions shall be made from the Consultant's compensation because of penalty, liquidated damages or other sums withheld from payments to consultants.

2. **Prompt Pay of MWBE Subcontractors.** For contracts of one million dollars (\$1,000,000.00) and over to which § 28-72, D.R.M.C. applies, the Consultant is required to comply with the Prompt Payment provisions under § 28-72, D.R.M.C., with regard to payments by the Consultant to MWBE subcontractors. The Consultant shall make payment by no later than thirty-five (35) days from receipt by the Consultant of the subcontractor's invoice.

ARTICLE VII. INSURANCE REQUIREMENTS

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

B. Unless specifically excepted in writing by DEN Risk Management, if Consultant shall be using subcontractors to provide any part of the services under this Agreement, Consultant shall do one of the following:

1. Include all subcontractors performing services hereunder as insureds under its required insurance and specifically list on all submitted certificates of insurance required under *Exhibit C*; or

2. Ensure that each subcontractor provides its own insurance coverage in accordance with the requirements set forth in this Agreement.

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

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

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

ARTICLE VIII. DEFENSE AND INDEMNIFICATION

A. To the fullest extent permitted by law, 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 that are attributable to the negligence or fault of the Consultant or the Consultant's agents, representatives, subcontractors, or suppliers ("**Claims**"). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.

B. Consultant's obligation to defend and indemnify City may be determined after Consultant's liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the parties. Consultant's duty to defend and indemnify City shall relate back to the time written notice of the Claim is first provided to City regardless of whether suit has been filed and even if Consultant is not named as a Defendant.

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, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time. Such payments on behalf of 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 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 Article shall survive the expiration or termination of this Agreement.

F. Neither party to this Agreement shall be liable for consequential or indirect loss or damage, including loss of data, loss profits, loss business opportunities, lost revenues, goodwill or anticipated savings.

G. Consultant's maximum aggregate liability for any breach of this Agreement shall in no event exceed one and one-half times (1.5x) the Maximum Contract Amount stated in Article V, Section A, above except in the event that the Claim is covered by insurance which has a coverage limit of higher than this limitation of liability. In the event that Consultant's insurance coverage limit is higher than this limitation of liability and such insurance provides coverage for the Claim, then Consultant's maximum aggregate liability is the amount of insurance coverage provided. This maximum aggregate liability also does not apply to Consultant's gross negligence, willful misconduct, intellectual property indemnity obligations under Article X, Section D, or breach of Consultant's security obligations.

ARTICLE IX. DISPUTES

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

ARTICLE X. GENERAL TERMS AND CONDITIONS

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

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

C. Compliance with all Laws and Regulations.

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

2. Consultant shall perform all work in compliance with Executive Order 123 regarding Sustainability, including the requirement that all new City buildings and major renovations will be certified to the applicable LEED Gold Certification, with the goal of achieving LEED Platinum where economically feasible. Consultant also shall comply with all applicable DEN design and construction standards, including the DEN Design Standards Manuals, which are incorporated herein by reference. Current versions can be found at:

<https://business.flydenver.com/bizops/bizRequirements.asp>.

D. Compliance with Patent, Trademark and Copyright Laws.

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

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

E. Notices.

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

by Consultant to:

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

And by the City to:

Jordan Cram, Chief Executive Officer
Enstoa, Inc.
P.O. Box 40554
New York, NY 11204

2. Delivery of Formal Notices. Formal notices of the termination of this Agreement shall be delivered personally during normal business hours to the appropriate office above or by prepaid U.S. certified mail, return receipt requested, or by electronic delivery directed to the person identified above and copied to the Project Manager through the electronic or software system used at the City's direction for Task Order-related and other official communications and document transmittals. Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service and electronically transmitted notices by pressing "send" or the equivalent on the email or other transmittal method sufficient to irretrievably transmit the document. Either party may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed, delivered or emailed, but such substitutions shall not be effective until actual receipt of written or electronic notification thereof through the method contained in Subsection E.2.

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

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

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

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

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

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

K. Cooperation with Other Contractors.

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

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

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

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

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

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

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

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

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

1. For purposes of this Agreement the terms "Hazardous Materials" shall refer to those materials, including without limitation asbestos and asbestos-containing materials, polychlorinated biphenyls (PCBs), oil or any other petroleum products, natural gas, source material, pesticide, and any hazardous waste, toxic substance or related material, including any substance defined or treated as a "hazardous substance," "hazardous waste" or "toxic substance" (or comparable term) in the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sec. 9601 et seq. (1990)), the Toxic Substances Control Act (15 U.S.C. Sec. 2601 et seq. (1990)), and any rules and regulations promulgated pursuant to such statutes or any other applicable federal or state statute.

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

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

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

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

ARTICLE XI. RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS

A. Diversity and Inclusiveness. The City encourages the use of qualified small businesses doing business within the metropolitan area that are owned and controlled by economically or socially disadvantaged individuals. Consultant is encouraged, with respect to

the goods or services to be provided under this Agreement, to use a process that includes small businesses when considering and selecting any subcontractors or suppliers.

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

C. Advertising and Public Disclosures. Consultant shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the SVP or his/her authorized representative. Consultant may issue a press release within two weeks of this Agreement's Effective Date indicating that the City has agreed to purchase the services specified in this Agreement, the contents of which will be approved by the City, which approval will not be unreasonably withheld. Any oral presentation or written materials related to DEN shall include only presentation materials, work product, and technical data which have been accepted by the City, and designs and renderings, if any, which have been accepted by the City. Consultant shall notify the SVP in advance of the date and time of any such presentations. Nothing herein, however, shall preclude Consultant's transmittal of any information to officials of the City, including without limitation, the Mayor, the CEO, any member or members of Denver City Council, and the Auditor.

D. Colorado Open Records Act.

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

2. In the event of a request to the City for disclosure of such information, time and circumstances permitting, the City will make a good faith effort to advise Consultant of such request in order to give Consultant the opportunity to object to the disclosure of any material Consultant may consider confidential, proprietary, or otherwise exempt from disclosure. In the event Consultant objects to disclosure, the City, in its sole and absolute discretion, may file an application to the Denver District Court for a determination of whether disclosure is required or exempted. In the event a lawsuit to compel disclosure is filed, the City may tender all such material to the court for judicial determination of the issue of disclosure. In both situations, Consultant agrees it will either waive any claim of privilege or confidentiality or intervene in such legal process to protect materials Consultant does not wish disclosed. Consultant agrees to defend, indemnify, and hold

harmless the City, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of Consultant's objection to disclosure, including prompt reimbursement to the City of all reasonable attorney's fees, costs, and damages the City may incur directly or may be ordered to pay by such court, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time.

E. Examination of Records and Audits.

1. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Consultant's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Consultant shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of six (6) years after the final payment under the Agreement or expiration of the applicable statute of limitations, if longer than six (6) years. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Consultant to make disclosures in violation of state or federal privacy laws. Consultant shall at all times comply with D.R.M.C. §20-276.

2. Additionally, Consultant agrees until the expiration of six (6) years after the final payment under the Agreement, any duly authorized representative of the City, including the CEO or his or her representative, shall have the right to examine any pertinent books, documents, papers and records of Consultant related to Consultant's performance of this Contract, including communications or correspondence related to Consultant's performance, without regard to whether the work was paid for in whole or in part with federal funds or was otherwise related to a federal grant program.

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

F. Use, Possession or Sale of Alcohol or Drugs. Consultant shall cooperate and comply with the provisions of Denver Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to

cooperate with implementation of the policy can result in the City barring Consultant from City facilities or participating in City operations.

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

H. Conflict of Interest.

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

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

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

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

I. Prohibition Against Employment of Illegal Aliens to Perform Work Under this Agreement.

1. The Agreement is subject to § 8-17.5, C.R.S., and D.R.M.C. § 20-90 and Consultant is liable for any violations as provided in said statute and ordinance.

2. Consultant certifies that:

a. 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.

b. 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.

3. Consultant also agrees and represents that:

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

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

c. 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.

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

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

f. 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.

ARTICLE XII. SENSITIVE SECURITY INFORMATION

Consultant acknowledges that, in the course of performing its work under this Agreement, Consultant may be given access to Sensitive Security Information (“**SSI**”), as material is described in the Code of Federal Regulations, 49 C.F.R. Part 1520. Consultant specifically agrees to comply

with all requirements of the applicable federal regulations, including but not limited to, 49 C.F.R. Parts 15 and 1520. Consultant understands any questions it may have regarding its obligations with respect to SSI must be referred to the DEN's Security Office.

ARTICLE XIII. DEN SECURITY

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

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

ARTICLE XIV. FEDERAL RIGHTS

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

ARTICLE XV. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE

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

- Appendix 1: Standard Federal Assurances
- Exhibit A: Scope of Work
- Exhibit B: Rates
- Exhibit C: Insurance Requirements
- Exhibit D: Task Proposals and Execution Process
- Exhibit E: Scheduling, Progress Reporting, Invoicing and Correspondence Control
- Exhibit F: Request for Proposals and Response

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

- Appendix 1
- Article I through XVI hereof
- Exhibit A
- Exhibit B
- Exhibit C
- Exhibit D
- Exhibit E
- Exhibit F

ARTICLE XVI. CITY EXECUTION OF AGREEMENT

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

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

[SIGNATURE PAGES FOLLOW]

Contract Control Number: PLANE-202157562-00
Contractor Name: ENSTOA INC

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

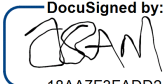
By:

By:

By:

Contract Control Number:
Contractor Name:

PLANE-202157562-00
ENSTOA INC

By:  _____
18AA7F3FADB245E...

Name: Jordan Cram
(please print)

Title: CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Appendix No. 1

Standard Federal Assurances and Nondiscrimination Non-Federal Contract Provision

A5 CIVIL RIGHTS - GENERAL

A5.3.1 Clause that is used for Contracts

GENERAL CIVIL RIGHTS PROVISIONS

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

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

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

A6.3.1 Title VI Solicitation Notice

Title VI Solicitation Notice:

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

A6.4 CONTRACT CLAUSES

A6.4.1 Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements:

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

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

A6.4.2 Title VI Clauses for Deeds Transferring United States Property

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

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

NOW, THEREFORE, the Federal Aviation Administration as authorized by law and upon the condition that the (*Title of Sponsor*) will accept title to the lands and maintain the project

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

(HABENDUM CLAUSE)

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

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

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

A6.4.3 Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program

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

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

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, (*Title of Sponsor*) will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the (*Title of Sponsor*) will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the (*Title of Sponsor*) and its assigns.*

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

A6.4.4 Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

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

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or

national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

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

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

A6.4.5 Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of

the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

A17.3 SOLICITATION CLAUSE

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The [**Contractor** | **Consultant**] has full responsibility to monitor compliance to the referenced statute or regulation. The [**Contractor** | **Consultant**] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

A20.3 CONTRACT CLAUSE

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of

the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

Exhibit A

SCOPE OF WORK

GENERAL SCOPE OF WORK (SOW)

The Consultant will assist DEN in developing AIM Development Unifier PPM system to enhance and integrate AIM Development's business processes to improve DEN's ability to deliver on-time and on-budget projects, with real-time access to project information and status while minimizing the costs associated with the implementation of the Capital Improvement Program. The Consultant's employees at DEN will have expertise in one or more of the assigned areas, including business processes, design and implementation, system integration and organizational change management.

The Consultant will be the principle staffing source to DEN's Program Management Office to provide professional and technical support for the work packages of this contract:

- Enhancement of existing business processes
- Implementation of new business processes
- Systems Integration
- Organizational Change & training
- Systems Management and Technical Support
- AI to assist in trend analysis and forecasting
- Dashboard reporting & customized data views
- Data scientists staffing support
- Other services as needed

The Consultant will be an integral members of DEN's Program Management Office team and a true Owner's Representative to the airport.

PROCESS ENHANCEMENTS

DEN currently utilizes Unifier to manage the following business processes:

- Contract Management
- Task Order Management
- Budget Amendments / Changes
- Cost Reporting
- Payment Applications
- Change Management
- Submittals
- RFIs

The Consultant will provide technical solutions for modifications and enhancements to fix errors and maintenance issues for these business processes.

Exhibit A

NEW BUSINESS PROCESS IMPLEMENTATIONS

The Consultant will provide design, development, implementation and integration of new and/or existing software applications AIM Development is using for project management. This also includes definitions and documentation, such as security requirements, standards compliance and compatibility requirements. The Consultant will also assist in the development of user aides, testing scripts and training materials.

AIM Development plans to implement the following business process to enhance DEN's reporting capabilities:

- Program Set Up / Project Initiation
- Processes pertaining to the close out of a project
- Design Management
- Permitting
- Quality Assurance
- Cost Management
- Document Management

SYSTEMS INTEGRATION

The Consultant will provide project management and best practice guidance and recommendations to develop an integrated approach to leveraging the Oracle Primavera P6, Unifier, Analytics and the integration of these applications with other DEN software products to optimally meet the current and future needs of AIM Development, including the Program Management Office.

In 2020, AIM Development Program Management Office has installed and configured Oracle Analytics. Oracle Analytics is a powerful business-intelligence solution that provides insights into AIM Development's portfolio so DEN can uncover trends and identify issues before they escalate, and help DEN make better, more informed decisions. The Program Management Office is planning to further develop new and expand existing dashboard/reports to incorporate data from other systems such Textura and Workday as well as develop data views and reports in Unifier. The Consultant will provide staff to update AIM Developments data model with the integration of other systems and support the Program Management Office with the development of new dashboards in Analytics.

SYSTEMS MANAGEMENT AND TECHNICAL SUPPORT

The Consultant will:

- Provide maintenance support to ensure the business processes are functioning properly; apply fixes and enhancements on existing previously working solutions on as needed basis.
- Provide training to PMO PMIS Administrators to ensure the knowledge about system design is transferred to DEN and Administrators can independently utilize the system.

Exhibit A

ORGANIZATIONAL CHANGE MANAGEMENT

In line with the implementation of DEN's business processes, the Consultant will develop training plans, training materials / library, communication protocols, roll-out strategy and advising on industry best practices for user adoption and organizational change management. The Consultant will conduct end user training on new implementations, enhancements, and adjusted functions.

OTHER SERVICES

Other PMIS services as requested by AIM Development PMO to support systems development and integrations.

DEN SYSTEMS

The Consultant shall provide staff who are knowledgeable about the following DEN Systems and other systems that DEN might identify or the Consultant might propose as desirable to use in the future as determined by DEN. Consultant staff will include Unifier Architect, Systems Integration Architect, Data Architect and Data Analyst.

DEN AIM Development has configured and is currently using the following Oracle Primavera cloud applications Release 20.12:

- Unifier (Cost Controls and Project Delivery)
- P6 EPPM
- P6 Team Member
- Primavera Administration (Oracle Identity Cloud Service)
- Analytics
- BI Publisher

Besides Oracle Primavera project management systems DEN AIM Development personnel is utilizing the following software applications:

- Textura Payment Management
- Workday Financial Management
- Microsoft Office
- Microsoft Teams and associated apps
- MS SharePoint
- BIM Construction Management/Autodesk BIM 360 Field

EXHIBIT B

Exhibit F-1



Section	Position	Years of Professional Experience	Title	Qualifications / Role Description	Fully Burdened Rate
Unifier Development	Unifier - Analyst	2+ Years	Analyst	Unifier Design/Build/Test/Deployment/UDR/BI Publishers Reports	\$110
	Unifier - Senior Analyst	4+ Years	Senior Analyst	Unifier Design/Build/Test/Deployment/UDR/BI Publishers Reports	\$110
	Unifier - Associate	2+ Years	Associate	Unifier Design/Build/Test/Deployment/UDR/BI Publishers Reports	\$145
	Unifier - Senior Associate	4+ Years	Senior Associate	Unifier Design/Build/Test/Deployment/UDR/BI Publishers Reports	\$145
	Unifier - Manager	7+ Years	Manager	Solutions Architect/Unifier Design/Build/Test/Deployment/UDR/BI Publishers Reports	\$185
	Unifier - Senior Manager	10+ Years	Senior Manager	Solutions Architect/Unifier Design/Build/Test/Deployment/UDR/BI Publishers Reports	\$230
P6 Development	Unifier - Director	15+ Years	Director	Project Owner/Solutions Architect/Unifier Design/Build/Test/Deployment/UDR/BI Publishers Reports	\$240
	Unifier - Senior Director	15+ Years	Senior Director	Project Owner/Solutions Architect/Unifier Design/Build/Test/Deployment/UDR/BI Publishers Reports	\$270
	P6 - Analyst	2+ Years	Analyst	P6 Design/Build/Test/Deployment/Reporting	\$110
	P6 - Senior Analyst	4+ Years	Senior Analyst	P6 Design/Build/Test/Deployment/Reporting	\$110
	P6 - Associate	2+ Years	Associate	P6 Design/Build/Test/Deployment/Reporting	\$145
	P6 - Senior Associate	4+ Years	Senior Associate	P6 Design/Build/Test/Deployment/Reporting	\$145
Integrations Development	P6 - Manager	7+ Years	Manager	Solutions Architect/P6 Design/Build/Test/Deployment/Reporting	\$185
	P6 - Senior Manager	10+ Years	Senior Manager	Solutions Architect/P6 Design/Build/Test/Deployment/Reporting	\$230
	P6 - Director	15+ Years	Director	Project Owner/Solutions Architect/P6 Design/Build/Test/Deployment/Reporting	\$240
	P6 - Senior Director	15+ Years	Senior Director	Project Owner/Solutions Architect/P6 Design/Build/Test/Deployment/Reporting	\$270
	Integration - Analyst	2+ Years	Analyst	Systems Integration Design/Build/Test/Deployment	\$110
	Integration - Senior Analyst	4+ Years	Senior Analyst	Systems Integration Design/Build/Test/Deployment	\$110
Reporting	Integration - Associate	2+ Years	Associate	Systems Integration Design/Build/Test/Deployment	\$145
	Integration - Senior Associate	4+ Years	Senior Associate	Systems Integration Design/Build/Test/Deployment	\$145
	Integration - Manager	7+ Years	Manager	Solutions Architect/Systems Integration Design/Build/Test/Deployment	\$185
	Integration - Senior Manager	10+ Years	Senior Manager	Solutions Architect/Systems Integration Design/Build/Test/Deployment	\$230
	Integration - Director	15+ Years	Director	Project Owner/Solutions Architect/Systems Integration Design/Build/Test/Deployment	\$240
	Integration - Senior Director	15+ Years	Senior Director	Project Owner/Solutions Architect/Systems Integration Design/Build/Test/Deployment	\$270
Project Management	Reporting - Analyst	2+ Years	Analyst	ETLs/Analytics/Data Warehousing/Data Model/Data Mapping/Dashboarding	\$110
	Reporting - Senior Analyst	4+ Years	Senior Analyst	ETLs/Analytics/Data Warehousing/Data Model/Data Mapping/Dashboarding	\$110
	Reporting - Associate	2+ Years	Associate	ETLs/Analytics/Data Warehousing/Data Model/Data Mapping/Dashboarding	\$145
	Reporting - Senior Associate	4+ Years	Senior Associate	ETLs/Analytics/Data Warehousing/Data Model/Data Mapping/Dashboarding	\$145
	Reporting - Manager	7+ Years	Manager	ETLs/Analytics/Data Warehousing/Data Model/Data Mapping/Dashboarding	\$185
	Reporting - Senior Manager	10+ Years	Senior Manager	ETLs/Analytics/Data Warehousing/Data Model/Data Mapping/Dashboarding	\$230
Support Onshore	Reporting - Director	15+ Years	Director	ETLs/Analytics/Data Warehousing/Data Model/Data Mapping/Dashboarding	\$240
	Reporting - Senior Director	15+ Years	Senior Director	ETLs/Analytics/Data Warehousing/Data Model/Data Mapping/Dashboarding	\$270
	Project Management - Analyst	2+ Years	Analyst	Project Management /Change Management/Training	\$110
	Project Management - Senior Analyst	4+ Years	Senior Analyst	Project Management /Change Management/Training	\$110
	Project Management - Associate	2+ Years	Associate	Project Management /Change Management/Training	\$145
	Project Management - Senior Associate	4+ Years	Senior Associate	Project Management /Change Management/Training	\$145
Support Offshore	Project Management - Manager	7+ Years	Manager	Project Management /Change Management/Training	\$185
	Project Management - Senior Manager	10+ Years	Senior Manager	Project Management /Change Management/Training	\$230
	Project Management - Director	15+ Years	Director	Project Owner/Change Management and Training/Project Management	\$240
	Project Management - Senior Director	15+ Years	Senior Director	Project Owner/Change Management and Training/Project Management	\$270
	Support Onshore - Analyst	2+ Years	Analyst	Post Go-Live Support Services : Unifier/P6/Integration/Reporting	\$110
	Support Onshore - Senior Analyst	4+ Years	Senior Analyst	Post Go-Live Support Services : Unifier/P6/Integration/Reporting	\$110
opXL Enterprise	Support Onshore - Associate	2+ Years	Associate	Post Go-Live Support Services : Unifier/P6/Integration/Reporting	\$145
	Support Onshore - Senior Associate	4+ Years	Senior Associate	Post Go-Live Support Services : Unifier/P6/Integration/Reporting	\$145
	Support Onshore - Manager	7+ Years	Manager	Post Go-Live Support Services : Unifier/P6/Integration/Reporting	\$185
	Support Onshore - Senior Manager	10+ Years	Senior Manager	Post Go-Live Support Services : Unifier/P6/Integration/Reporting	\$230
	Support Offshore - Analyst	2+ Years	Analyst	Post Go-Live Support Services : Unifier/P6/Integration/Reporting	\$50
	Support Offshore - Senior Analyst	4+ Years	Senior Analyst	Post Go-Live Support Services : Unifier/P6/Integration/Reporting	\$50
Subcontractor - Orange Marketing	Support Offshore - Associate	2+ Years	Associate	Post Go-Live Support Services : Unifier/P6/Integration/Reporting	\$65
	Support Offshore - Senior Associate	4+ Years	Senior Associate	Post Go-Live Support Services : Unifier/P6/Integration/Reporting	\$65
	Support Offshore - Manager	7+ Years	Manager	Post Go-Live Support Services : Unifier/P6/Integration/Reporting	\$80
	Support Offshore - Senior Manager	10+ Years	Senior Manager	Post Go-Live Support Services : Unifier/P6/Integration/Reporting	\$80
	CEO	15+ Years	CEO	Change Management and Training	\$161
	Orange Marketing President	15+ Years	President	Change Management and Training	\$161
Subcontractor - Enso	Graphic Design	15+ Years	Graphic Design	Change Management and Training	\$161
	Account Coordinator/Copywriting	15+ Years	Account Coordinator/Copywriting	Change Management and Training	\$161
	Marketing Strategist	15+ Years	Marketing Strategist	Change Management and Training	\$161
	Enso President	15+ Years	President	Change Management and Training	\$155

EXHIBIT C

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

A. Certificate Holder

The certificate shall be issued to: CITY AND COUNTY OF DENVER
Denver International Airport
8500 Peña Boulevard, Suite 8810
Denver CO 80249
Attn: Risk Management

B. Acceptable Certificate of Insurance Form and Submission Instructions

Please read these requirements carefully to ensure proper documentation and receipt of your certificate(s) of insurance.

- ACORD FORM (or equivalent) certificate is required.
- SUBMIT via emailed in pdf format to: contractadmininvoices@flydenver.com
- ELECTRONIC CERTIFICATES are required, hard copy documents will not be accepted.
- THIRD PARTY SOFTWARE may be implemented during the term of this Agreement to manage insurance compliance and documents with required use by Vendor of such system.
- REFERENCE on the certificate must include the DEN assigned Contract Number.

C. Coverages and Limits

1. Commercial General Liability:

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

- a. Coverage shall include contractual liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.
- b. Coverage shall include Mobile Equipment Liability, if used to perform services under this Agreement.

2. Business Automobile Liability:

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

- a. If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required.
- b. If Consultant does not have blanket coverage on all owned and operated vehicles and will require unescorted airside driving privileges, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.
- c. The policy must not contain an exclusion related to operations on airport premises.
- d. If transporting waste, hazardous material, or regulated substances, Consultant shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.

- e. If Consultant is an individual or represents that Consultant does not own any motor vehicles and/or Consultant's owners, officers, directors, and employees use their personal vehicles for business purposes, Personal Automobile Liability insurance coverage will be accepted provided it includes a business use endorsement.
 - f. If Consultant will be completing all services to DEN under this Agreement remotely, this requirement will be waived.
3. Workers' Compensation and Employer's Liability Insurance:
Consultant shall maintain workers compensation coverage in compliance with the statutory requirements of the state(s) of operation and Employer's Liability insurance with limits no less than \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- a. If Consultant is a sole proprietor, Workers' Compensation and Employer's Liability is exempt under the Colorado Workers' Compensation Act. It is the sole responsibility of the Consultant to determine their eligibility for providing this coverage and executing all required documentation with the State of Colorado.
4. Professional Liability (Errors and Omissions) Insurance:
Consultant shall maintain a minimum limit of \$1,000,000 each claim and annual aggregate, providing coverage for all applicable professional services outlined in this Agreement.
5. Technology Errors and Omissions, Network Security, and Privacy Liability (Cyber):
Consultant shall maintain a limit no less than \$1,000,000 each claim and annual aggregate.
- a. Coverage shall include negligent acts, errors, mistakes and omissions arising out of the scope of services of this Agreement performed by Contractor, or any person employed or contracted by Contractor.
 - b. Coverage shall include, but not be limited to, liability arising from theft, dissemination and/or use of personal, private, confidential, information subject to a non-disclosure agreement, including information stored or transmitted, privacy or cyber laws, damage to or destruction of information, intentional and/or unintentional release of private information, alteration of information, extortion and network security, introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon, advertising injury, personal injury (including invasion of privacy), intellectual property offenses related to internet, forensic investigations and business interruption coverage.
6. Unmanned Aerial Vehicle (UAV) Liability:
If Consultant desires to use drones in any aspect of its work or presence on DEN premises, the following requirements must be met prior to commencing any drone operations:
- a. Express written permission must be granted by DEN.
 - b. Express written permission must be granted by the Federal Aviation Administration (FAA).
 - c. Drone equipment must be properly registered with the FAA.
 - d. Drone operator(s) must be properly licensed by the FAA.
 - e. Contractor must maintain UAV Liability including flight coverage, personal and advertising injury liability, and hired/non-owned UAV liability for its commercial drone operations with a limit no less than \$1,000,000 combined single limit each occurrence for bodily injury and property damage.

7. Excess/Umbrella Liability:

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

D. Reference to Project and/or Contract

The City Project and/or Contract Number and project description shall be noted on the Certificate of Insurance.

E. Additional Insured

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

F. Waiver of Subrogation

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

G. Notice of Material Change, Cancellation or Nonrenewal

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

1. Such notice shall reference the DEN assigned contract number related to this Agreement.
2. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal or reduction in required coverage unless due to non-payment of premiums for which notice shall be sent ten (10) days prior.
3. If such written notice is unavailable from the insurer or afforded as outlined above, Consultant shall provide written notice of cancellation, non-renewal and any reduction in required coverage to the Certificate Holder within seven (7) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer's as verification.

H. Additional Provisions

1. Deductibles, Self-Insured Retentions, or any other type of retention are the sole responsibility of the Consultant.
2. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
3. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under all policies where Additional Insured status is required.
4. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City is included under all policies where Additional Insured status is required.
5. The insurance requirements under this Agreement shall be the greater of (i) the minimum limits and coverage specified hereunder or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Lessee. It is agreed that the insurance requirements set forth herein shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums set forth in this Agreement.
6. All policies shall be written on an occurrence form. If an occurrence form is unavailable or not industry norm for a given policy type, claims-made coverage will be accepted by the City provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to the City, whichever is earlier, and continuous coverage will be maintained or an extended discovery period of three years beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.

7. Consultant shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required minimum per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required minimum per occurrence limit, the Consultant will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage remains in force.
8. Certificates of Insurance must (i) specify the issuing companies, policy numbers and policy periods for each required form of coverage, (ii) be issued and signed by an authorized entity and (iii) be submitted to the City at the time Contractor signed this Agreement.
9. The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
10. Certificate of Insurance and Related Endorsements: The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements 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 acceptance of any submitted insurance certificate is subject to the approval of DEN Risk Management. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Consultant is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements herein.
11. The City shall have the right to verify or confirm, at any time, all coverage, information or representations, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit the City may elect to undertake.
12. No material changes, modifications or interlineations to insurance coverage required by this Agreement shall be allowed without the review and written approval of DEN Risk Management.
13. Consultant shall be responsible for ensuring DEN is provided updated Certificate(s) of Insurance ten (10) days prior to each policy renewal.
14. Consultant's failure to maintain the insurance required by this Agreement shall be the basis for immediate termination of this Agreement at DEN's sole discretion and without penalty to the City.

Exhibit D

ON-CALL PROFESSIONAL SERVICES DESIGN AND ENGINEERING

TASK ORDER PROPOSALS AND EXECUTION PROCESS

Revised: August 2020

1 INTRODUCTION

1.1 THE FACILITY DESCRIPTION

1.1.1 The Denver International Airport Terminal Complex consists of the main terminal, north terminal support facility, airport office building, modular parking structures with integral vehicle curbsides, three airside concourses, hotel and transit center, central utility plant, and numerous ancillary support facilities including mechanical and electrical systems located below grade which serve these above grade facilities.

1.2 GENERAL SCOPE

- 1.2.1 The Airport maintains on-call professional design services contracts to provide various engineering, architectural, and cost estimating services on an as needed basis. The Task Order scopes of work are defined on an individual basis and may include modifications and additions to existing airport facilities and systems. Conducting these design services will include programming; testing; performing studies; providing preliminary designs; site inspections; field investigations, developing and maintaining construction documents, plans, specifications; preparing cost estimates; and providing construction administration for various mechanical and electrical systems additions, improvements and modifications.
- 1.2.2 Should a Task Order scope of work require an engineering discipline that is not currently represented on the Consultant's team, the Consultant will be requested to add that discipline as part of the team for that specific Task Order scope of work. Consultant will identify a specialty subconsultant for the required discipline and will submit the subconsultant's qualifications, personnel pay classifications, and agreed hourly billing rates if the rates are not included on Exhibit B for the City's approval prior to contracting for services with that subconsultant.
- 1.2.3 The term "Task Order" when it is used in this Agreement means all of the work associated with the proposal preparation; preparation of design and construction documents, plans, specifications, and estimates; and construction administration for any and all professional design services as requested by the Senior Vice President of Airport Infrastructure Management (SVP of AIM) Development or the designated DEN representative.

2 CONSULTANT'S SPECIFIC SCOPE OF WORK

2.1 CONSULTANT SERVICES

- 2.1.1 The Consultant, as deemed necessary by the SVP of AIM Development or the designated DEN representative, will be required to provide professional design and engineering services for specific task scopes of work. The Consultant must be a licensed architect or professional engineer in the State of Colorado. The Consultant's general scope of work requirements are detailed in, and its activities will comply with, the Agreement and the current Design Standards Manuals including but not limited to: Standards and Criteria, Digital Facilities and Infrastructure, Structural, Electrical, Mechanical, Architectural, Civil, Life Safety Systems, Communications and Electronic Systems, Sustainability, and this Exhibit for the duration of the Agreement.
- 2.1.2 Specific task scopes of work, which will be issued with a Task Order Request for Proposals, which may include but are not limited to the following:

- 2.1.2.1 Design administration
- 2.1.2.2 Design analysis programming
- 2.1.2.3 Energy and/or LEED analysis and conformance to latest energy requirements
- 2.1.2.4 Cost estimating services
- 2.1.2.5 Security, communications, lightning protection design services
- 2.1.2.6 Construction schedule services
- 2.1.2.7 Preparation and reproduction of schematic, bid, and construction documents.
- 2.1.2.8 Bid evaluation
- 2.1.2.9 Commissioning coordination
- 2.1.2.10 Code analysis
- 2.1.2.11 Building information modeling in Revit
- 2.1.2.12 Construction administration
- 2.1.2.13 Agreement closeout services
- 2.1.2.14 Preparation of record or “as built” documents to include, but not limited to, updated Revit models

2.2 TASK ORDER SCOPE OF WORK

- 2.2.1 The SVP of AIM Development or the designated DEN representative will issue to the Consultant a Task Order Request for Proposal (see form PS-02) for each specific Task Order. If the work will produce a product used for construction, the City will also issue a construction budget. The Consultant will prepare and submit a fee proposal and its Task Order design schedule within 14 days of receipt of the signed Task Order Request for Proposal, unless an alternate delivery duration is defined by the DEN Project Manager in the Task Order Request for Proposal. Task Order Requests for Proposal may not result in an executed Task Order.
- 2.2.2 The Consultant shall provide a fee proposal that includes the following:
 - 2.2.2.1 A narrative of the understanding of the requested Task Order including all assumptions, exclusions, expenses, and breakdown of scope of work performed by all subconsultants.
 - 2.2.2.2 A completed Fee Proposal Spreadsheet (see Form PS-F) broken down by personnel pay classifications, agreed hourly billing rates (see Exhibit B), schedule, and hours necessary to complete the Task Order scope of work.
 - 2.2.2.3 A schedule identifying all phases of scope of work with DEN review durations.
 - 2.2.2.4 Identification of lump sum not to exceed design fee.

2.3 TASK ORDER REQUEST FOR PROPOSAL

- 2.3.1 For each Task Order scope of work issued, the City will review the fee proposal and Task Order design schedule. The Consultant will not begin work on any Task Order scope of work without having received a fully executed On-Call Task Order Authorization (see form-PS-03). In the event of approval of the Consultant’s fees and schedule, the Consultant will perform such work within

the time agreed and for the compensation that is approved by the SVP of AIM Development or the designated DEN representative.

- 2.3.2 Design Standards Manuals: Each Task Order Request for Proposal will identify the specific chapters or volumes of the DEN Design Standards Manuals (DSMs) that will be applicable to the Task Order scope of work. The Consultant will prepare its fee proposal based upon the Task Order definition and performing the requirements defined in each applicable chapter of the design standards manual. These DSMs are documents which define the requirements for project design, constructability, operability, and performance for airport projects. As such, these documents are periodically updated, revised, and improved. Throughout the duration of this Agreement the most current version of the published DSMs will apply at the time of each On-Call Task Order Authorization, and these versions will supersede previous published versions.
- 2.3.3 DEN Technical Specifications and Criteria: Denver International Airport has developed specific technical specifications and criteria for, but not limited to, various mechanical, electrical, communications, security systems, structural systems, process procedures, etc. The Consultant will be provided those specifications and criteria for the development of each assigned Task Order(s). The Consultant will review those technical specifications to determine if the technical specifications and / or criteria are contrary to or in opposition to its professional judgment, to its standard professional office practices, or to the standard level of care performed by competent professionals performing similar duties and responsibilities on similar projects. If, as the result of this review, the Consultant's opinion is that the DEN technical specifications and criteria are requiring design and engineering services that are contrary to its professional judgment and professional responsibility, the Consultant will produce a written detailed report outlining its concerns and defining specifically the items of the specifications and criteria that cause its concern. The Consultant will participate in a meeting with DEN personnel to discuss these issues and reach agreement on the direction and development of the Task that will allow the Consultant to proceed within its acceptable standard of care. Technical specifications shall not be used between multiple tasks without written approval of the DEN Project Manager.
- 2.3.4 Following this agreement, the Consultant acknowledges that the design and engineering of the Task is produced in accordance with the Agreement, including its standard of care and accepts full responsibility for the design and engineering of the Task Order according to the rules, regulations, and laws governing its activities.

2.4 CONSULTANT'S PERSONNEL ASSIGNED TO THIS AGREEMENT

- 2.4.1 The Consultant will assign a lead project manager to this Agreement who has experience and knowledge of design and construction industry standards. At a minimum, the project manager must be a licensed architect or registered professional engineer in the State of Colorado. The project manager will be the contact person in dealing with the airport on matters concerning this Agreement and will have the full authority to act for the Consultant's organization and at the direction of the SVP of AIM Development or the designated DEN representative. This project manager will remain on this Agreement during the entire Agreement term, while in the employ of the Consultant, or until such time that his / her performance is deemed unsatisfactory by the City and a formal written request is submitted which requests the removal of the project manager.

- 2.4.2 Should the City request the removal of a project manager, the Consultant will replace that project manager with a person of similar or equal experience and qualifications. The replacement project manager is subject to the approval of the SVP of AIM Development or the designated DEN representative.
- 2.4.3 The Consultant may choose to replace a project manager with a principal, associate principal or other individual that is at a higher hourly billing rate. The time that the principal, associate principal or other individual devotes to tasks that are normally performed by a project manager will be billed at the project manager hourly billing rate. DEN will not pay for work not related to DEN or that DEN deems is not necessary for the scope of work required of Consultant or its project manager.
- 2.4.4 The Consultant may submit, and the City will consider a request for reassignment of a project manager, should the Consultant deem it to be in the best interest of the Consultant's organization or for that project manager's career development or in the best interest of the City. Reassignment will be subject to the approval of the SVP of AIM Development or the designated DEN representative.
- 2.4.5 If the City allows the removal of a project manager, the replacement project manager must have similar or equal experience and qualifications to that of the original project manager. The replacement project manager's assignment to this Agreement is subject to the approval of the SVP of AIM Development or the designated DEN representative.

2.5 DILIGENCE

- 2.5.1 The Consultant will perform the services defined by the individual Task Order scope of work in a timely manner and as directed by the SVP of AIM Development or the designated DEN representative.
- 2.5.2 The Consultant shall submit their design QA/QC plan with all Task Order proposals and a current status of the plan per Task Order at any time requested by the DEN Project Manager.

2.6 COOPERATION

- 2.6.1 The Consultant will fully cooperate and coordinate with other Consultants and approved DEN contractors performing work at DEN. Particularly those consultants and contractors whose work connects or interfaces with the Consultant's Task Order scope of work. The Consultant's fee proposal for each Task Order will include coordination with consultants that have current projects and future DEN projects that are identified at the time that the Consultant is preparing a fee proposal.

3 MISCELLANEOUS REQUIREMENTS

3.1 EXISTING FACILITY INFORMATION

- 3.1.1 City Supplied Documents: As tasks are defined, DEN will make available the Agreement record documents, when they exist, related to that specific Task Order scope of work.

- 3.1.1.1 Electronic files of Construction Drawings (Task Order Specific)

- 3.1.1.2 Available BIM files for areas of work (Task Order Specific)

3.1.1.3 Electronic copies of available Technical Specifications (Task Order Specific)

3.1.1.4 3-D Scans of spaces (Task Order Specific)

3.1.2 Information Gathering: The Consultant will include in its fee proposal for each Task Order, the cost of providing personnel at DEN to gather Task Order information from the DEN AIM Records Management section. This will include, but not be limited to: review of hard copy project records documents, review of electronic record documents, site investigations, etc. The DEN electronic documents are not necessarily representative of as-builts conditions in the field. The Consultant's Task Order fee proposals will always include field verification of existing conditions and producing a set of as-built architectural, structural, mechanical, electrical and other systems documents in electronic format as defined in each Task Order Request for Proposal. Once the On-Call Task Order Authorization is received by the Consultant, the Consultant will begin the Task Order as-builts.

3.2 AIRPORT SECURITY REQUIREMENTS

3.2.1 Airport Badges: The Consultant will obtain Airport ID badges for personnel who work in the Restricted Area. All badging requirements are described within the Agreement, original RFP documents, and DEN and Federal Aviation Administration rules and regulations.

4 OWNERSHIP OF PLANS AND DOCUMENTS

4.1 PLANS AND DOCUMENTS

4.1.1 Documents prepared for the Project, whether in a tangible or intangible form, without limitation, are works for hire and will become the property of the City and County of Denver, whether the Project is completed or not. The overall design of the Project shall be unique to this Project, and the Consultant will not replicate or otherwise use the overall design of the Project for any other project. The Consultant may retain reproducible copies of such documents so long as the hard copy originals and electronic documents are delivered to the City. The City may use all documents prepared by the Consultant and/or its subconsultant to complete the Project and for additions to this Project and for other facilities developed by or on behalf of the City. The City agrees not to sell any such documents to others, except for a sale or assignment in connection with the sale of the Project. Any such use or reuse by the City or others for facilities developed by or on behalf of the City other than this Project, without written verification or adaptation by the Consultant for the specific purpose intended, will be at the City's sole risk and without liability or legal exposure to the Consultant.

4.1.2 The City may grant the Consultant a nonexclusive license to use portions of the contents of the drawings, specifications and other documents on other projects except for any aggregation of items that would detract from the uniqueness of the overall design of this Project.

4.1.3 As provided in the contract, Article III, all writings or works of authorship, including, without limitation, all drawings and specifications and other documents, produced or authored by the Consultant and/or its subconsultants in the course of performing services for the City and developed for the City for the Project, together with any copyrights on those writings or works of authorship, are works made for hire and the property of the City. To the extent that any writings or works of authorship may not, by operation of law, be works made for hire or be within the description of the contract, Article III, Consultant irrevocably assigns to the City of the

ownership of, and all rights of copyright in, such items, and the City will have the right to obtain and hold, in its own name, rights or copyright, copyright registrations and similar protections which may be available in such works. The Consultant agrees to give the City or its designees all assistance reasonably required to perfect such rights. All contracts entered into with the Consultant and between and/or its subconsultants will contain a provision acknowledging and confirming the City's ownership of all writings and works of authorship as described in this provision.

5 TASK ORDER EXECUTION

5.1 TASK ORDER NOTICE TO PROCEED

- 5.1.1 Notification: The City will provide written notification to the Consultant to proceed with a Task Order scope of work. This written notification will come in the form of a signed On-Call Design Services Authorization (see form PS-03). The Consultant will not be authorized to proceed with the work described in this Exhibit or a Task Order Request For Proposal and the City will not be obligated to fund any work performed by the Consultant, until the City has provided signed, written notification to the Consultant that the work is to be performed.
- 5.1.2 Kick-off meeting: Upon written notification to the Consultant to proceed with a Task Order scope of work, the City will schedule and hold a meeting with the Consultant and all stakeholders to review the scope of work and schedule, familiarize the Consultant with all internal processes, establish invoicing final requirements, and establish required meetings dates. The City will provide monthly training for the Primavera Unifier system to Consultants.
- 5.1.3 Schedules: Immediately following the kick-off meeting, the Consultant shall submit to DEN's Project Manager, a rolling three-week, look-ahead schedule, for the following three week's work.

5.2 DESIGN

- 5.2.1 Required Documentation: Unless specifically identified in the Task Order Request for Proposal, refer to the DEN Design Standards Manuals for specific documentation requirements for each discipline.
- 5.2.2 Submittals: Upon receipt of the executed Task Order, the Consultant will proceed with Task Order scope of work on all Task Order deliverables, submittals, meeting minutes, change requests, and shall be managed through the Primavera Unifier system. Refer to the Standards and Criteria DSM for design phase submittal requirements. All submittals shall include a completed PS-23 Design Quality Control Checklist and Environmental Checklist for Planning ES-2 forms.
- 5.2.3 Design Reviews: All Consultant design submittals may be subject to DEN review, as determined by the Task Order and the DEN Project Manager. Consultant shall include DEN reviews in their design schedule, with appropriate timeframes as outlined in the Standards and Criteria DSM or as defined by the Task Order Scope of Work. Upon receipt of DEN review comments, Consultant may request a comment resolution meeting to be scheduled with DEN reviewers. Responses to all DEN comments shall be provided by Consultant within seven (7) calendar days after receipt of comments unless a different timeframe is specifically defined in the Task Order Scope of

Work. Review and comments by DEN do not relieve the Consultant from liabilities of providing complete design services and is not an acceptance of any errors or omissions that may be contained in the documents. Review by DEN shall NOT be construed by the Consultant as replacing the Consultant's quality control program. Design Review Submittals by the Consultant must be reviewed by the Consultant and corrected prior to submittal to DEN. DEN reserves the right to reject any submittals when DEN determines they do not adequately represent the required level of completion, do not include all relevant design disciplines and systems, or do not include all the required documents.

- 5.2.4 Design Change Request: Changes to the scope of work initiated by the Consultant will be issued to DEN's Project Manager via a Design Change Request (DCR) (see form PS-13). Initiation of this form does not guarantee work request acceptance or grant schedule relief. Approval of the Design Change Request will be only be received by the Consultant through an executed On-Call Task Order Authorization Amendment (see form PS-04). The Consultant cannot proceed on any work changes without an executed Task Order amendment.
- 5.2.5 Value Engineering: All value engineering options not identified through the normal design iteration phase shall be submitted through Value Engineering Change Proposal (VECP) Form (PS-16). The DEN Project Manager will provide written acceptance of all VECP's within 14 days of submission. Any VECP that does not have written acceptance is not approved.
- 5.2.6 Project Risk: when requested, the Consultant will assist the DEN Project Manager define construction project risks).

5.3 ADVERTISING FOR BID & BUILDING DEPARTMENT PLAN REVIEW

- 5.3.1 Certification of Design: Prior to advertising any project for bid or submitted to the building department for plan review, the Agreement documents shall be submitted to the DEN Project Manager accompanied by a completed Certification of Design and Construction Drawings for Advertising form (See form PS-25). For AIP funded projects the Design Certification Letter – AIP Projects (FAA) (see form PS-28) shall be used.
- 5.3.2 Advertising for Bid: All requirements for Consultant participation in project bid advertisement will be outlined in each Task Order Request for Proposal Request for Proposal.
- 5.3.3 Building Department Plan Review: Unless specifically outlined in the Task Order Request for Proposal, the Consultant shall include the costs associated with submitting Agreement documents to the City, Denver Development Services (DDS) for plan review. Agreement documents shall only be submitted to the building department with written approval by the DEN Project Manager.

5.4 CONSTRUCTION ADMINISTRATION

- 5.4.1 Construction Phase Administration: All requirements for Consultant participation will be outlined in each Task Order Request for Proposal. At a minimum refer to the Design Standards Manual, Standards and Criteria chapter 8 for requirements.
- 5.4.2 Acceptance or Rejection of Deliverables

Consultant must submit to The City all Deliverables and other work contemplated in a statement of work (SOW) within the time frame set forth in such SOW. Within fifteen (15) calendar days from receipt

of the Deliverables, the City will review and test the Deliverables in order to assess if the Deliverables (as installed, implemented and configured) conform in all material respects to the specifications set forth in the SOW. In the event that The City does not provide written notification of its rejection or acceptance of the Deliverables within fifteen (15) calendar days from its receipt of such Deliverables, such Deliverables shall be deemed to be accepted by the City. The City shall not unreasonably withhold its acceptance of Deliverables. In the event that the Deliverables do not conform in all material respects to the specifications set forth in the SOW, the City will notify in writing Consultant of its rejection of the Deliverables together with a detailed list of the deficiencies and concerns. Consultant will provide a response resolving the deficiencies and concerns, and make all necessary corrections, repairs, fixes, modifications, or additions to or replacements of all or any part of the Deliverable so that it conforms to and performs in accordance with the specifications set forth in the SOW, within fifteen (15) days from receipt of the notice from the City. If at any time during the ninety (90) days period after a deliverable has been accepted, the City detects a material defect, the City shall promptly notify Consultant of such defect and Consultant shall promptly provide redesign and testing services as necessary to correct any nonconforming Deliverable. The Parties may, by mutual written agreement, extend these periods. If the Deliverables, as resubmitted, still do not conform in all material respects to the specifications set forth in the SOW, the City may again notify Consultant of its rejection or terminate this Agreement in whole or in part. In such a case, the City is entitled to receive immediately full reimbursement of all payments made to Consultant under this Agreement for the non-conforming Deliverables.

5.5 ADDITIONAL SERVICES

- 5.5.1 Changes to the scope of work initiated by the DEN Project Manager will be issued to the Consultant via a Task Order Request for Proposal for Additional Services (see form PS-05). Initiation of this form does not guarantee additional work acceptance or grant schedule relief.
- 5.5.2 Within 14 days upon receipt of the Task Order Request for Proposal for Additional Services (see form PS-5), or duration as defined in writing by the DEN Project Manager, the Consultant shall provide a lump sum not to exceed fee proposal that includes the following:
- 5.5.2.1 A narrative of the understanding of the requested change including all assumptions, exclusions, expenses, and breakdown of additional scope of work performed by all subconsultants.
 - 5.5.2.2 A completed On-Call Proposal Spreadsheet (see Form PS-F) broken down by personnel pay classifications, agreed hourly billing rates (see Exhibit E), schedule, and hours necessary to complete the additional scope of work.
 - 5.5.2.3 A revised schedule identifying all phases of scope of work with DEN reviews.
- 5.5.3 Additional Services Authorization: Approval of the Consultant's proposal will be through an executed Additional Services Authorization (see form PS-06). The Consultant cannot proceed on any work changes without an executed Task Order amendment.

5.6 TASK ORDER CLOSEOUT

- 5.6.1 Task Order Closeout Initiation: Task Order closeout will not begin without written approval from the DEN Project Manager.

- 5.6.2 Task Order Closeout Documents: Professional Services Affidavit of Completion Letter (see form PS-26) and Final Statement of Accounting (see form CM-93).
- 5.6.3 Task Order Final Payment: Final payment to the Consultant will not be released until all above information is complete and the Final Lien Release – Professional Services (see form PS-09) is submitted.

6 REFERENCED FORMS

Form #	Name
PS-02	On-Call Services Task Order Request for Proposal.docx
PS-03	On-Call Task Order Authorization (for Design).xlsx
PS-04	On-Call Task Order Authorization Amendment (for Design).xlsx
PS-05	Request for Proposal for Additional Services.docx
PS-06	Additional Services Authorization (for Design).docx
PS-07	Project Records Audit Checklist – Design.xlsx
PS-08	Partial Lien Release.docx
PS-09	Final Lien Release – Professional Services.docx
PS-13	Design Change Request (DCR).xls
PS-14	Environmental Checklist for Planning ES-02.docx
PS-16	Value Engineering Change Proposal Form.xlsx
PS-23	Design Quality Control Checklist.xlsx
PS-24	Design Closeout Checklist – Design-Professional-Task Order Services.pdf
PS-24a	Commissioning Closeout Checklist – Commissioning-Task Order Services.pdf
PS-25	Certification of Design and Construction Drawings for Advertising.docx
PS-26	Professional Services Affidavit of Completion Letter.docx
PS-28	Design Certification Letter – AIP Projects (FAA)
PS-46	Predesign Meeting Agenda.docx
PS-47	Design Meeting Minutes.docx
PS-50	Scoping Meeting Agenda.docx
CM-93	Final Statement of Accounting.docx

END OF EXHIBIT

Exhibit E

ON-CALL PROFESSIONAL SERVICES DESIGN & ENGINEERING

SCHEDULING, PROGRESS REPORTING, INVOICING AND CORRESPONDENCE CONTROL

Revised: August 2020

1 INTRODUCTION

- 1.1 This Exhibit describes the Consultant's obligations to prepare and submit schedules, budgets, invoices, progress reports, and correspondences. The Consultant shall prepare invoices that are based on its progress toward completing the Consultant's Task Order. The Consultant schedules the work and identifies the resources (costs and hours), which will be required to complete each scheduled phase of a Task Order. Those resources are totaled for each phase of the Task Order. The Consultant then measures monthly progress and prepares invoices on the basis of payment alternatives, which the Consultant must submit written approval for each Task Order as described in this Exhibit. Billing shall be at one Task Order per invoice.
- 1.2 The Consultant shall be paid on its progress toward completing a task shown on its work schedule for that Task Order. Payments for each Task Order will be calculated in accordance with the payment method set forth in each Task Order, and shall not exceed the Not-to-Exceed amount allocated to that Task Order unless modified by an approved Task Order/Task Order Amendment. Submittal of time sheets may be required concurrent with the submittal of each invoice depending on the payment method.
- 1.3 The City shall have the right to audit all payments made to the Consultant under this Agreement. Any payments to the Consultant which exceed the amount to which the Consultant is entitled under the terms of this Agreement will be subject to set-off and not approved for payment.
- 1.4 In the event of the failure by the Consultant to provide records when requested, then and in that event, the Consultant will pay to the City reasonable damages the City may sustain by reason thereof.

2 WORK SCHEDULE

- 2.1 The Consultant, working jointly with DEN, will follow the schedule management process as implemented by the AIM Development Program Management Office (PMO) to allow for seamless communications of its requirements for managing Task Orders and the City's information requirements to monitor the Consultant's activities. Task Order schedules include all activities that the Consultant must perform to complete the Consultant's Task Order scope of work. The schedule shall also identify activities or actions that must be performed by the City and third parties, which would affect the Consultant's Task Order.
- 2.2 The City will provide its comments to the Consultant within fourteen (14) days after the Task Order Schedule is submitted. The Consultant shall incorporate the City's comments into the Task Order Schedules to establish a baseline against which all progress will be measured.

3 PROGRESS PAYMENT MEASUREMENT ALTERNATIVES

- 3.1 DEN will propose and the Consultant may offer alternatives, one of the following measurement alternatives for each Task Order for calculating progress payments and reporting schedule status to the City. The City shall make the final determination and the Consultant shall use the alternative as approved for the scope of work described in the Task Order.
 - 3.1.1 Level of Effort: Progress payments will be based on the actual number of direct labor-hours expended for the period invoiced to perform a Task Order.

- 3.1.2 In Progress Status: Progress payments will be based on the percentage of requirements gathering, work flows, design submittals, implementation status, system testing, user testing, training, roll-out, monitoring, reports or other documents, which have been prepared, submitted, and reviewed or completed. This alternative is acceptable for Task Orders, which have a long duration, and several months may elapse between submittal dates. The Consultant shall prepare a detailed worksheet for each Task Order showing a schedule of proposed billing points and the number of design submittals, drawings, specifications, reports and reviews that establish each point.
 - 3.1.3 Completion: Payments will be made for completed Task Orders. This method may be used for Task Orders whose total duration is less than one month, if applicable. Submittal of time sheets is required concurrent with the submittal of each invoice.
 - 3.1.4 Submittal Status: Progress payments will be made after the submittals described in a Task Order have been delivered and approved by the DEN Project Manager. A portion of the fee will be allocated to each submittal as defined in the Task Order scope. Submittal of time sheets is required concurrent with the submittal of each invoice.
- 3.2 Approvals by the City of submittals do not waive any obligation by the Consultant to provide complete work that has been authorized. Authorized payments on previous invoicing may be set-off on subsequent invoicing in the event work submitted is found to be in non-compliance with the scope of work requirements.

4 INVOICES AND PROGRESS PAYMENTS

- 4.1 Task Orders will be issued for projects, which will have a pre-defined maximum value known as the Not-to-Exceed amount. The Not-to-Exceed is not a guaranteed amount to the Consultant. It is the maximum amount allowed to be paid out for the Task Order, plus or minus any pre-authorized changes. The DEN Project Manager will determine when the Task Order deliverables have been met. DEN expects that the Not-to-Exceed amount will be sufficient to complete the work required under the Task Order and DEN is not obligated to increase the Not-to-Exceed amount without support for the change from the Consultant.
- 4.2 The Consultant shall provide to the City a completed invoice report format for review and approval no later than fourteen (14) days after the issuance of Notice to Proceed. This format will identify the measurement alternatives, which will be used to measure progress for an individual task and needs to be in alignment with Exhibit B. The DEN Project Manager and the Consultant shall agree on the day of the month the Consultant's invoices shall be submitted. By the day of the month agreed to for submitting invoices, the Consultant shall invoice the City for its achieved progress on each task during the previous 30-day period. The attachment(s) which the Consultant used to calculate progress for the Task Order must be submitted with the copy of the invoice. (The DEN Project Manager must provide written approval of the format for these worksheets before they may be used).
- 4.3 The employee labor data (company name, employee name, hourly rate, and number of hours) on each invoice shall be submitted in Unifier and correspond to the specific Task Order.

- 4.4 Payment for invoices received after the day of the month agreed to for submitting invoices may be delayed. Accordingly, timely submission of invoices is required.
- 4.5 The DEN Project Manager will review all invoices and, in the event, the DEN Project Manager disagrees with the invoiced progress, he/she will notify the Consultant. The Consultant and DEN Project Manager will meet within fourteen (14) days of the receipt of the invoice to discuss the reasons for the disagreement. The DEN Project Manager shall have the authority in his/her sole and absolute discretion to reject any progress payment wherein the progress claimed for any task in the invoice has not been achieved.
- 4.6 In accordance with requirements set forth in this Agreement, the Consultant must have provided the City with the following documentation before any payments will be made to the Consultant:
 - 4.6.1 A current Certificate of Insurance providing the levels of protection required per Prime Agreement
 - 4.6.2 Signed subconsultant agreement(s)
 - 4.6.3 Final Organizational Chart (Updated with new Subconsultants as they are acquired)
 - 4.6.4 Authorization Forms (see form PS-B) for any salaried professional personnel assignment who are not already approved in this Agreement.
 - 4.6.5 Name and Title for Authorized Signatures. The table shall also include the type(s) of documents which can be signed, any dollar threshold limitations, and electronic copy of the employee's signature.
- 4.7 Monthly Invoice Checklist (see form PS-A): The Monthly Invoice Checklist must be submitted to the DEN Project Manager with each invoice. Failure to submit the Monthly Invoice Checklist and all requirements of this Exhibit will be cause for rejection of the invoice until such time that all requirements are fulfilled.
- 4.8 Final Close Out Invoice: By submitting a final close out invoice, Consultant agrees that in consideration of the prior and final payments made and all payments made for authorized changes, the Consultant agrees to release and forever discharge the City from any and all obligations, liens, claims, security interests, encumbrances and/or liabilities arising by virtue of the Agreement and authorized changes between the parties, either verbal or in writing. Consultant agrees that this release is in full settlement of any and all claims, causes of action, and liability of any nature whatsoever which Consultant, any of its subconsultants, suppliers, or the employees of each of them may now have or may assert in the future against the City, its elected and appointed officials, and its officers, employees and agents arising out of or associated with the design of the above-referenced project. It is understood and agreed that this release extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected. Final closeout invoice is due no later than 30 days after written notification of Task Order completion from DEN Project Manager.

5 MONTHLY PROGRESS REPORT DEVELOPMENT

- 5.1 Invoice Report: The Consultant shall submit to the DEN Project Manager an electronic submittal of the Monthly Progress Report which is based upon the requirements of Monthly Invoice Checklist

(Form PS-A) with its invoice. Form PS-A shall be included as a coversheet to the Monthly Progress Report.

- 5.2 Monthly Progress Report: The exact format and detail level required for the Monthly Progress Report will be established jointly by the DEN Project Manager and the Consultant within seven (7) days after Issuance of Task Order based on a proposed format prepared by the Consultant. The Monthly Progress Report shall describe Task Order(s) completion status in terms of original plan, actual, a forecast of time to complete the Task Order(s) and any expected Task Order budget or schedule completion variances. If required by the DEN Project Manager, the Status of Task Order report shall be formatted separately for each Task Order scope of work.
- 5.3 The Consultant shall be available, when requested, to meet with City representatives to discuss the Monthly Progress Report.

6 SCHEDULE CHANGES AND INCREASE IN PROJECT AMOUNT

- 6.1 Any requests for schedule change or increases in a Task Order amount shall be submitted to the City in writing and shall include an explanation and justification for the proposed schedule and/or cost change or increases. No work may be completed without prior written approval of the DEN Project Manager and AIM Development Directors. DEN is not obligated to grant any schedule or cost changes or increases.

7 ALLOWABLE GENERAL AND ADMINISTRATIVE OVERHEAD (INDIRECT COSTS)

- 7.1 All allowable general and administrative overhead expenses are incorporated in the fully burdened labor rates in Exhibit B of the Agreement.
- 7.2 Indirect costs are the general administrative overhead (O.H.) costs that benefit more than one project; costs that cannot be directly identified with a single specific task objective of the project. DEN's policy is to allow overhead costs to be incorporated in the fully burdened labor rates submitted in Response Exhibit F-1 and attached to the Agreement as Exhibit B.
- 7.3 Non-Allowable Overhead: Including but not limited to: advertising, bad debts, bank fees, bonuses, contingencies, distribution of profits, donations, gifts, & charitable contributions, employee stock ownership plans, entertainment & social functions, state and federal income taxes, fines & penalties, goodwill, interest expense, lobbying costs, overtime premium, unallowable relocation costs pursuant to Federal Acquisition Regulations (FAR 31.205-35). If an expense is not explicitly included in this Agreement as an allowable expense, it is not an allowable expense.

8 EXPENSES

- 8.1 Expenses Reimbursed at Cost: All allowable (Non-Salary) expenses are reimbursed at cost.
- 8.2 Receipts Required: All direct expenses submitted for reimbursement must be evidenced by a submitted receipt.
- 8.3 Expenses Greater Than \$500: All direct expenses greater than \$500 must be approved by the DEN PMO Director or his/her designee (see form PS-C) prior to the expenditure. Any asset purchased

by DEN must be surrendered to DEN at the end of the Task Order. The Consultant shall be charged replacement value for any asset purchased by DEN that is not accounted for at the end of the Task Order.

- 8.4 Mileage Outside of The Denver Metropolitan Area: Mileage reimbursement will be provided only for travel outside the Denver metropolitan area that has been pre-approved by the DEN Project Manager or his/her designee (see form PS-D). The reimbursement will be at the current rate established for reimbursement by the United States Internal Revenue Service (www.irs.gov). Denver metropolitan area mileage for employees assigned to the project and employees not assigned to the project will not be reimbursed. The Denver metropolitan area is Adams, Arapahoe, Boulder, Clear Creek, Douglas, Gilpin and Jefferson counties, the City and County of Denver, the City and County of Broomfield and southwest Weld County. The Denver Regional Council of Governments (DRCOG) service area includes Adams, Arapahoe, Boulder Clear Creek, Douglas, Gilpin and Jefferson counties, the City and County of Denver, and the City and County of Broomfield. Tolls will not be reimbursed.
- 8.5 Travel and Airfare: All travel must be pre-approved on the DEN Advance Travel Authorization Form (see form PS-E) and signed by the DEN Project Manager or his/her designee. Travel shall be done using the most reasonable cost and means under the circumstances. Travel expenses are reasonable, appropriate, and necessary travel and business-related expenses(s) that are incurred while carrying out official City business as it relates to the Consultant's contractual obligations and scope of work. The determination of reasonableness of cost and of the means of travel shall be at the discretion of the DEN Project Manager or his/her designee, who shall consider economic factors and circumstances, including but not limited to number of days of travel, advance notice, possibility of trip cancellation, distance of travel, travel alternatives, and hours of arrival or departure. Airfare will be reimbursed for Economy/Coach class travel only, including luggage check-in fees. Convenience expenses such as seat upgrades, in-flight meals and refreshments, entertainment, etc. will not be reimbursed. Tolls will not be reimbursed.
- 8.6 Rental Car: At cost for standard class or smaller and only when required for out-of-town personnel or out-of-town travel.
- 8.7 Lodging Rate / Night: A maximum of the lodging per diem for the Denver metropolitan area as published by the U.S. General Services Administration website www.gsa.gov plus taxes per night, unless approved in advance in writing by the DEN Project Manager or his/her designee.
- 8.8 Meals: The City will reimburse the traveler for reasonable meals expenses at the meal and incidental expense (M&IE) rates established through federal guidelines and IRS regulations, or at actual cost, so long as any actual costs which exceed the per diem amount are directly attributable to the actual business conducted. The per diem rate includes breakfast, lunch, and dinner. Reimbursements will be made per individual traveler conducting official City business as it relates to the Consultant's contractual obligations and scope of work. Alcohol will not be reimbursed. Meal reimbursements are not allowed for Consultant's employees located in the Denver metropolitan area. All expenditures submitted for reimbursement must be pre-approved by the DEN Project Manager or his/her designee.
- 8.9 Special: expenses that are not already included in the overhead or Multiplier and is for the specific Task Order related to the Agreement.

- 8.10 Parking: Direct expenses for short-term parking at DEN shall be reimbursed without mark-up. Parking at other locations for travel to DEN shall be submitted and part of travel expenses (see form PS-E).
- 8.11 Non-Allowable Expenses: Non-allowable expenses include, but are not limited to: relocation, printing, equipment, express courier, delivery, rentals, valet parking, alcohol, mileage within the Denver metropolitan area, tolls, public transit fees, laundry and dry cleaning, flight upgrades, flight change fees (unless flight changes resulted from action(s) caused by DEN in its contract capacity but not those caused by DEN in its capacity as an airport operator, airlines, air traffic control or other causes not related to performance of the Agreement), entertainment & social functions (corporate and civic), overtime premium, fines & penalties, items included in sections above, etc. If an expense is not explicitly included in this Agreement as an allowable expense, it is not an allowable expense.
- 8.12 Preparation of Proposals and Billing: Costs for proposal preparation, proposal negotiations, and invoicing/billing will not be reimbursable.

9 SUMMARY OF CONTRACT TASK ORDER CONTROL

- 9.1 DEN Project Manager Discretion
 - 9.1.1 All requirements in this section may be modified by the AIM Senior Director or their designee to meet the specific needs of the Project. Any modifications to this section must be documented in writing.
- 9.2 Prior To Commencement of work – Submittals Required
 - 9.2.1 Signed Subconsultant Agreement(s) with an Exhibit listing the subconsultant’s core staff rates and calculated Labor Rates and Classifications (see form CM-81).
 - 9.2.2 Personnel Authorization Forms for salaried personnel assigned for the Consultant and all subconsultants (see form PS-B).
 - 9.2.3 Authorized Signers: List of the names and titles of Consultant staff that are Authorized Signers, and which document(s) they can sign, and electronic copy of the employee’s signature.
 - 9.2.4 Work Schedule.
- 9.3 Monthly Submittals
 - 9.3.1 The Consultant shall submit the Monthly Progress Report.
 - 9.3.2 The Consultant shall submit invoicing by the day of the month referenced in other sections.
- 9.4 Submittals Required - After Task Order Request for Proposal
 - 9.4.1 Unless specifically identified by the DEN Project Manager, the consultant shall provide the following within seven (7) days after receipt of the Task Order Request for Proposal:

- 9.4.2 Project Management Plan, Scope Definitions and Detailed Cost Estimate per Task Order and per sub-consultant, List of Deliverables, Work Flows, Designs, Implementation plans, testing protocols, training plans and materials) and Quality Management Plan.
- 9.4.3 Work Schedule per Task Order schedule showing appropriate milestones as per Task Order Request for Proposal.
- 9.4.4 The Consultant shall submit the PS-F Task Order Fee Proposal template detailing the costs of the Project.
- 9.4.5 Refer to other Exhibits of this Agreement for additional requirements.

10 INFORMATION MANAGEMENT FORMAT AND ELECTRONIC-MAIL PROTOCOLS

- 10.1 All information between the Consultant and the City, and other entities with participation in the services as stated in the development of the Task Order shall be handled using Primavera Unifier.
- 10.2 Within 3 days following the issuance of Task Order, the Consultant shall meet with the City to review the City's proposed method of correspondence, email, & submittal communication control. Within 7 days following this review, the Consultant shall institute its control procedures for the Task Order.
- 10.3 General: Procedures for professional services agreements require the serialization of all correspondence between the City, consultants, subconsultants, and all project entities. All Consultants, Subconsultants, that communicate via e-mail must be managed through the Primavera Unifier system. Web-based programs or other methods of tracking electronic communications may be proposed. However, those systems must be compatible with DEN records management data system. The Consultant shall review its system with the AIM Development PMO to determine its compatibility with DEN procedures, processes and systems.

11 REFERENCED FORMS

Form #	Name
PS-A	Monthly Invoice Checklist
PS-B	Professional Employee Authorization Form
PS-C	Expense Greater than \$500 Approval Form
PS-D	Mileage Reimbursement Form
PS-E	Advance Travel Authorization Form
CM-81	Standard On-Call Cost Proposal Form
PS-F	Task Order Fee Proposal – Professional Services

END OF EXHIBIT



EXHIBIT F

REQUEST FOR PROPOSALS

On-Call Systems Development Services

NO. 202157562

February 11, 2021

Ensto, Inc.
Contract No. 202157562-00

REQUEST FOR PROPOSALS (RFP)

Airport Office Building (AOB)
 Denver International Airport (DEN)
 8500 Pena Boulevard, Room 8810
 Denver, Colorado 80249-6340

Contract Administrator (CA): Paul Gilchrist
 E-Mail: contract.procurement@flydenver.com

Request for Proposals # 202157562

PROPOSALS MUST BE RECEIVED BY: March 15, 2021 as noted below.

UNDER NO CIRCUMSTANCES WILL E-MAIL OR FACSIMILE RESPONSES BE ACCEPTED.

Schedule of Activities:

This projected schedule is an estimated timeline and is subject to change at the sole discretion of the City. All times listed in this document are understood to be Denver local time (Mountain Time Zone).

Event	Date
RFP Advertisement	February 11, 2021
Pre-Proposal Conference	February 22, 2021 1:00 PM MST
Last Date to Submit Written Questions	March 3, 2021 by 2:00PM MST
Proposal Due Date	March 15, 2021 by 2:00PM MST

Pre-Proposal Conference – OPTIONAL

An optional Pre-Proposal Conference will be held virtually via a Microsoft Teams Meeting at the date and time listed above in the Schedule of Activities. Please click on the following link to access the meeting.

[Teams Meeting Link](#)

At this conference, DEN representatives will explain the opportunity and answer questions regarding this RFP, including any written questions submitted to DEN prior to the conference.

RFP Questions

DEN will not answer any telephone inquiries about this RFP. Written questions are due by the deadline for questions listed in the Schedule of Activities above, and shall be submitted electronically via the Rocky Mountain E-Purchasing System (BidNet) website. **DEN requires all questions to be submitted individually on this site.** Note: BidNet limits the characters available to input for DEN to respond to each question. For this reason, multiple questions may not be submitted as a single question, as DEN is unable to respond to multiple questions in the space provided. Because of this limitation, DEN reserves the right to reject groups of questions submitted in a single question box or to select and respond to only one question posed. A multi-part question containing an initial question and a follow-up is the exception to this rule. All questions and answers will be posted on the BidNet website as an addendum to the RFP at the link below following the deadline for submittal of questions:

<https://www.bidnetdirect.com/colorado/cityandcountyofdenverdepartmentofaviation>

Proposal Submittal

The proposal shall be prepared in accordance with the Instructions to Proposers as described in Section IV of this RFP. Proposers shall submit their proposal and all required forms via the BidNet website at the link below:

<https://www.bidnetdirect.com/colorado/cityandcountyofdenverdepartmentofaviation>.

Proposals are due by the date and time listed above in the Schedule of Activities listed above. Proposals received after the deadline will be rejected by the City and returned to the Proposer.

Please note: Allow ample time for the electronic submission of your proposal. DEN strongly encourages starting your submission at least one business day prior to the due date above. DEN will not extend the submission deadline due to any technical issues or outages you may experience.

Minority and Women-Owned Business Enterprise Participation

Article V, Chapter 28, of the Denver Revised Municipal Code (D.R.M.C.), states the Director of the Division of Small Business Opportunity has the authority to establish a project goal for services contracted by the City and County of Denver. The specific goal for this project is:

5% Minority and Women-Owned Business Enterprise (MWBE) Participation Goal

Project goals must be met with certified participants as set forth in Section 28-127, D.R.M.C., or through the demonstration of a sufficient good faith effort under Section 28-128, D.R.M.C. A draft utilization plan is a required submittal as part of the response to this RFP and it will be scored. DSBO's approval of the utilization plan will be required prior to receiving an executed contract or notice to proceed.

General Statement of Work

The Consultant will assist DEN in developing the AIM Development business process and software systems to enhance and integrate them in order to improve DEN's ability to deliver on-time and on-budget projects, with real-time access to project information and status while minimizing the costs associated with the implementation of the Capital Improvement Program. The Consultant's employees at DEN will have expertise in one or more of the assigned areas, including business processes, design and construction, and software design and integration.

PROPOSAL SUBMITTAL REQUIREMENTS

The following is a checklist for reference when compiling the proposal submission. The documents listed below are required:

- Proposal Narrative:
 - Complete responses to the Content Narrative as outlined in Section IV

- Proposal Forms - all complete and signed
 - Proposal Acknowledgement Letter – filled out completely and acknowledge all addenda
 - Proposal Data Form
 - Disclosure of Legal & Administrative Proceedings & Financial Conditions
 - Form W-9
 - Certificate of Good Standing

- DSBO Forms
 - Commitment to MWBE Participation
 - 1B – List of Proposed Subcontractors, Subconsultants, and/or Suppliers

- Diversity Survey
 - Diversity and Inclusiveness in City Solicitations (online survey – include the completed survey with your proposal submission)

- Financial Forms - to be submitted as separate electronic files from the proposal
 - Exhibit F-1

REQUEST FOR PROPOSAL

NO. 202157562

On-Call Systems Development Services

REQUEST FOR PROPOSALS (RFP)..... 1

PROPOSAL SUBMITTAL REQUIREMENTS 3

I. CITY, AIRPORT AND PROJECT OVERVIEW 6

II. SCOPE OF WORK..... 7

 Process Enhancements..... 7

 New Business Process Implementations..... 7

 Systems Integration 8

 Systems Management and Technical Support 8

 Organizational Change Management..... 8

 DEN Systems 8

 III-1 Issuing Office 9

 III-2 Introduction and Acceptance of RFP Terms..... 9

 III-3 Means of Communication 9

 III-4 Interpretation of Proposal Documents..... 9

 III-5 Addenda 10

 III-6 DEN Website..... 10

 III-7 Withdrawal of Proposal 10

 III-8 Rights of DEN 10

 III-9 Confidentiality of Records 11

 III-10 Proposer Agreements 11

 III-11 Minority Business Enterprise and Women Business Enterprise Participation 11

 III-12 Certification of Independent Price and Work Determination..... 12

 III-13 Designation of Subcontractors..... 13

 III-14 Payment 13

 III-15 Disclosure of Legal and Administrative Proceedings and Financial Condition 13

 III-16 Insurance Requirements..... 15

 III-17 Governmental Immunity 15

 III-18 Security 15

 III-19 Airport Identification (ID) Badge Requirements 16

- III-20 Background Checks 17
- III-21 Vehicles in the Secured Area 17
- III-22 Violations 18
- III-23 Diversity and Inclusivity in City Solicitations 18
- III-24 Wage Ordinances 19
- III-25 Conflicts of Interest 19
- III. PREPARATION OF PROPOSAL 20
 - IV-1 Preparation of Proposal - Proposal Forms 20
 - IV-2 Preparation of Proposal - Proposal Narrative 20
 - V-1 Evaluation of Proposals 25
 - V-2 Proposal Rejection and/or Disqualification 25
 - V-3 Past Performance 25
 - V-4 Clarification of Proposals 25
 - V-5 Shortlisting and Interviews (If Necessary) 26
 - V-6 Best and Final Offers 26
 - V-7 Evaluation Criteria 26
- IV. ATTACHMENT 1, PROPOSAL FORMS 28
 - Attachment 1, Part 1 Proposal Acknowledgement Letter 28
 - Attachment 1, Part 2 Proposal Data Form 29
 - Attachment 1, Part 3 Disclosure of Legal and Administrative Proceedings and Financial Condition 31
 - Attachment 1, Part 4 M/WBE Forms 32
- V. ATTACHMENT 2, FORM W-9 33
- VI. ATTACHMENT 3, INSURANCE REQUIREMENTS 34
- VII. ATTACHMENT 4, DIVERSITY AND INCLUSIVENESS IN CITY SOLICITATIONS 35
- VIII. ATTACHMENT 5, SAMPLE CONTRACT 36
- IX. ATTACHMENT 6, CERTIFICATE OF GOOD STANDING 37

I. CITY, AIRPORT AND PROJECT OVERVIEW

The values of equity, diversity, inclusivity, accessibility and sustainability are inherent to Denver's strategy to develop and maintain prosperous communities. Consequently, these values are imbedded into all of Denver's procurement processes to ensure competitive procurement that offers equitable opportunities for all potential proposers, including greater contracted and significant participation for minority, women-owned, and small businesses to ensure Denver's long-term economic, social, and environmental health. It is the City's expectation that all successful proposers demonstrate their commitment to City values through their procurement responses and post contract and/or lease activities.

Each procurement opportunity is to be approached with ethical and honest behavior. The City will solicit, evaluate, and award contracts based upon the Proposer's approach, proven experience, ability to perform work, costs, and pricing. DEN is looking for Proposers that demonstrate a history of integrity, stewardship, innovation and humanity. We are looking for firms that share these values with us and will approach this contract with them at the forefront.

The City's values may be demonstrated through but are not limited to: (a) workforce expansion; (b) utilization of minority, women-owned, and small business community separate from required certified goals; and (c) environmental sustainability.

In accordance with procedures described herein, you are hereby invited to submit a proposal for the subject project, which is described in the Scope of Work incorporated herein. The work under this Contract is anticipated to start on or about February 2022 and has a scheduled duration of approximately three (3) years with the option to extend for two additional one-year periods. The proposal must be prepared and submitted in accordance with the requirements and procedures contained in this RFP document and the City's, including DEN's, ordinances, rules, policies, and procedures. Compliance with these requirements by the Proposer is mandatory and is a condition of responsiveness. Any failure to satisfy these requirements will be a sufficient basis for the City and County of Denver's Department of Aviation, also known as Denver International Airport, (DEN or City) to disqualify the Proposer. The City shall not be liable for any of the Proposer's expenses associated with its preparation of the proposal or DEN's consideration of it. The Proposer, if selected, shall not include any such expenses as part of its fee for performing the Scope of Work.

II. SCOPE OF WORK

The Consultant will assist DEN in developing the AIM Development business process and software systems to enhance and integrate them in order to improve DEN's ability to deliver on-time and on-budget projects, with real-time access to project information and status while minimizing the costs associated with the implementation of the Capital Improvement Program. The Consultant's employees at DEN will have expertise in one or more of the assigned areas, including business processes, design and construction, and software design and integration.

The Consultant will be the principle staffing source to DEN's Program Management Office to provide professional and technical support for the five work packages of this contract:

- Enhancement of existing business processes
- Implementation of new business processes
- Systems Integration
- Systems Management and Technical Support
- Organizational Change

The Consultant will be an integral members of DEN's Program Management Office team and a true Owner's Representative to the airport.

Process Enhancements

DEN currently utilizes Unifier to manage the following business processes:

- Contract Management
- Task Order Management
- Budget Amendments / Changes
- Cost Reporting
- Payment Applications
- Change Management
- Submittals
- RFIs

The Consultant will provide technical solutions for modifications and enhancements to fix errors and maintenance issues for these business processes.

New Business Process Implementations

The Consultant will provide design, development, implementation and integration of new and/or existing software applications AIM Development is using for project management. This also includes definitions and documentation, such as security requirements, standards compliance and compatibility requirements. The Consultant will also assist in the development of user aides, testing scripts and training materials.

AIM Development plans to implement the following business process to enhance DEN's reporting capabilities:

- Program Set Up / Project Initiation
- Processes pertaining to the close out of a project
- Design Management
- Permitting

- Quality Assurance
- Cost Management
- Document Management

Systems Integration

The Consultant will provide project management and best practice guidance and recommendations to develop an integrated approach to leveraging the Oracle Primavera P6, Unifier, Analytics and the integration of these applications with other DEN software products to optimally meet the current and future needs of AIM Development, including the Program Management Office.

In 2020, AIM Development Program Management Office has installed and configured Oracle Analytics. Oracle Analytics is a powerful business-intelligence solution that provides insights into AIM Development's portfolio so DEN can uncover trends and identify issues before they escalate, and help DEN make better, more informed decisions. The Program Management Office is planning to further develop new and expand existing dashboard/reports to incorporate data from other systems such as Textura and Workday. The Consultant will provide staff to update AIM Development's data model with the integration of other systems and support the Program Management Office with the development of new dashboards in Analytics.

Systems Management and Technical Support

The Consultant will:

- provide maintenance support to ensure the business processes are functioning properly; apply fixes and enhancements on existing previously working solutions on as needed basis.
- Provide training to PMO PMIS Administrators to ensure the knowledge about system design is transferred to DEN and Administrators can independently utilize the system.

Organizational Change Management

In line with the implementation of DEN's business processes, the Consultant will develop training plans, communication protocols, roll-out strategy and advising on industry best practices for user adoption and organizational change management.

DEN Systems

The Consultant shall provide staff who are knowledgeable about the following DEN Systems and other systems that DEN might identify or the Consultant might propose as desirable to use in the future as determined by DEN.

DEN AIM Development has configured and is currently using the following Oracle Primavera cloud applications Release 19.12:

- Unifier (Cost Controls and Project Delivery)
- P6 EPPM
- P6 Team Member
- Primavera Administration (Oracle Identity Cloud Service)
- Analytics
- BI Publisher

Besides Oracle Primavera project management systems DEN AIM Development personnel is utilizing the following software applications:

- Textura Payment Management
- Workday Financial Management
- MS SharePoint
- BIM Construction Management/Autodesk BIM 360 Field

ADMINISTRATION INFORMATION

III-1 **Issuing Office**

The City and County of Denver's Department of Aviation (City or DEN), by the Contract Services Department (DEN Contract Services). This RFP is governed by the City's ordinances and Procurement Rules in effect at the time of its issuance. DEN Contract Services is the sole point of contact concerning this RFP. All communication must be done through the Contract Services Department.

III-2 **Introduction and Acceptance of RFP Terms**

The Proposer, by submitting its proposal, acknowledges that it understands and will agree to the Sample Contract and corresponding Exhibits and the Scope of Work, and that the Proposer shall be able to perform as required. Acknowledgement of this condition shall be indicated by the signature of the Proposer on the Proposal Acknowledgement Letter, which is attached hereto and incorporated here in as Attachment 1, or an officer of the Proposer legally authorized to execute contractual obligations. A submission in response to this RFP acknowledges acceptance by the Proposer of all terms and conditions as set forth herein. The Proposer shall identify clearly and thoroughly any variations between its proposal and this RFP. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in this RFP.

III-3 **Means of Communication**

During the solicitation process for this RFP, all communication between the Contract Services Department and Proposers will be via postings on DEN's Rocky Mountain E-Purchasing System's (BidNet's) website: <https://www.bidnetdirect.com/colorado/cityandcountyofdenverdepartmentofaviation>

The Contract Services Department will post notices, which include, but are not limited to, any modifications to administrative or performance requirements, answers to inquiries received, clarifications to requirements, addenda, and the announcement of the apparent successful proposer. It is the responsibility of each potential Proposer to monitor the BidNet website regularly in order to be aware of changes, communications and/or addenda to bids.

DEN will not be held responsible for misinformation received from private plan holders. Please use the DEN BidNet website to obtain solicitation information for the airport.

III-4 **Interpretation of Proposal Documents**

The Bidder may request, in writing, a clarification or interpretation of any aspect of the RFP documents. Such requests must be made via the Rocky Mountain E-Purchasing System (BidNet) website by the due date and time specified in the Schedule of Activities listed on Page 2. DEN shall post all questions and answers on the BidNet Website following the deadline for submittal of questions as an addendum to the bid. DEN will not accept or respond to oral inquiries except for those made at the Pre-Bid Conference. The only 'official' responses are those that are posted to the BidNet Website for this RFP.

Note: BidNet limits the number of characters DEN may use to respond to each question. For this reason, do not submit multiple questions within a single question box, as DEN is unable to respond to multiple questions in the space provided. Because of this limitation, DEN reserves the right to reject groups of questions submitted in a single question box or to select and respond to only one question posed.

III-5 Addenda

DEN reserves the right to revise the RFP documents at any time up to the time set for submission of the proposals. Any such revision(s) shall be described in an addendum to the RFP and shall be posted on the DEN BidNet Website at the following link:

<https://www.bidnetdirect.com/colorado/cityandcountyofdenverdepartmentofaviation>

If DEN determines that the addendum may require significant changes to the Scope of Work, the deadline for submitting the proposals may be postponed by the number of days that DEN determines will allow Proposers sufficient time to revise their proposals. Any new submittal deadline date for delivering proposals to DEN shall be included in the addendum.

Proposers must acknowledge in the proposal submission that they received all addenda to the proposal documents (see Attachment 2, Part 1). Failure to acknowledge receipt of addenda may disqualify the proposal.

III-6 DEN Website

It shall be conclusively presumed that the Proposer did, before submitting a proposal, read all addenda, posted decisions and other information items relevant to the RFP which appeared on the DEN BidNet Website to see if addenda have been issued or may also contact the DEN Contract Administrator, Paul Gilchrist by email at contract.procurement@flydenver.com.

Please visit the DEN BidNet Website at the following link which contains such services and information as:

<https://www.bidnetdirect.com/colorado/cityandcountyofdenverdepartmentofaviation>

- A. Advertisements for RFQs, RFPs and IFBs
- B. Status of RFQs, RFPs and IFBs
- C. RFP addenda
- D. Incidental project information is available for viewing and printing, which includes:
 - a. Plan holder's list
 - b. Pre-Proposal/Pre-Bid Conference attendance list
 - c. Questions and Answers

Incidental project information listed in item D., above, will only be available online at the DEN BidNet Website and will not be mailed.

III-7 Withdrawal of Proposal

A Proposer may withdraw its proposal by submitting to DEN a written request signed by the Proposer's authorized representative. The withdrawal of a proposal does not prejudice the right of the Proposer to submit future proposals.

III-8 Rights of DEN

DEN reserves the right to waive any informality or irregularity in any proposal it receives and to be the sole judge of the merits of the proposals it receives. Minor informalities are matters of form rather than substance evident from the response or insignificant mistakes that can be waived or corrected without prejudice to other proposers; that is, the effect on price, quantity, quality, delivery, or contractual conditions is negligible." The Contract Administrator may waive such informalities or allow any proposer to correct them depending on which is in the best interest of DEN. If a proposer is allowed to correct an informality, the proposer will be notified of the allotted time to correct the minor informality by DEN's

Contract Administrator. Failure to correct the minor informality by the Proposer may result in their proposal being deemed non-responsive.

III-9 Confidentiality of Records

Documents submitted to or created by DEN in response to this RFP are subject to the Colorado Open Records Act (C.R.S. § 24-72-201 *et seq.*) (“CORA”). In accordance with the Denver Revised Municipal Code, all documents submitted to or created by DEN in response to this RFP are confidential and privileged, and may not be inspected until an award is made or the solicitation is ended by DEN. An award is made when DEN formally executes a contract resulting from this solicitation. A solicitation is ended when the CEO declares the solicitation ended.

Proposals will be opened to avoid disclosure of contents to competing proposers during the process of negotiating and making an award. A register of proposers will be prepared and made available to the public after the proposals have been submitted.

CORA provides certain information deemed confidential, including commercial and financial data or privileged, proprietary, copyrighted information, or which describes trade secrets, is exempt from public disclosure. In the event of a request to DEN for disclosure of such information, time, and circumstances permitting, DEN will make a good faith effort to advise proposers of such request and provide an opportunity to identify and object to disclosure of any material proposers consider confidential, proprietary, or otherwise exempt from disclosure pursuant to CORA. In the event Proposers’ objects to disclosure, DEN, in its sole and absolute discretion, or Proposer may file an application to the Denver District Court for a determination of whether disclosure is required or exempted as provided for in CORA. In the event a lawsuit to compel disclosure is filed prior to DEN’s application, DEN will tender all such requested material to the court for judicial determination and Proposer may intervene if it objects to production of the material. Proposers agrees to defend, indemnify, and hold harmless DEN, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of a Proposer’s objection to disclosure including prompt reimbursement to DEN of all reasonable attorney fees, costs, and damages DEN may incur directly or may be ordered to pay by such court if DEN withheld information or records at Proposer’s request.

III-10 Proposer Agreements

Proposers may submit proposed agreements of any form (contracts or documents) that contain supplemental terms and conditions that the Proposer desires to be included as part of the contract. Such forms may include Proposer’s software licensing agreements, maintenance contracts, and technical support agreements. By accepting delivery of these items, DEN is not bound to accept them as part of an ensuing contract. DEN may negotiate such supplemental terms and conditions that do not materially conflict with the contract terms and conditions detailed in this RFP and do not materially change the nature of this solicitation or adversely affect competition. If the parties do not agree on the inclusion of the supplemental terms and conditions, DEN may: 1) enter into a contract with the apparent successful proposer without the agreements submitted by the proposer; or 2) DEN may enter into a contract with another responsive proposer. ***DEN’s Required Contract Provisions, as set forth on the cover page to the sample agreement, are not subject to modification.***

III-11 Minority Business Enterprise and Women Business Enterprise Participation

The City is committed to advancing its vision of small business equity and sustainability through growing the capacity of our small, minority and women-owned businesses, which shall include certified small, minority, and women-owned businesses. The City will provide significant opportunities among these businesses and ensure they benefit from the contract. Aligning with the

Division of Small Business Opportunity (“DSBO”) mission to strengthen the City’s small, minority, and women-owned business community, this contract’s small business engagement initiatives are intended as a part of the City’s commitment to ensure, small, minority, and women-owned businesses are actively and impactfully participating throughout the life of the Project.

Article V, Chapter 28, of the Denver Revised Municipal Code (D.R.M.C.), referred to as the “Goods and Services Ordinance” and any Rules or Regulations promulgated pursuant thereto apply to this Procurement and are incorporated into these Procurement Documents by reference. Under the Goods and Services Ordinance, the Director of the Division of Small Business Opportunity (“Director”) has the authority to establish participation goals for contracts and purchase orders for the purchase of services by the City and County of Denver. The participation goal is stated in the Instructions. In order to comply with the submittal requirements, the Commitment to MWBE Participation Form and MWBE Utilization Plan must be submitted. The execution of the contract will be conditioned on a DSBO Approved MWBE Utilization Plan.

1. Failure by the contractor/consultant awarded the contract to comply with Goods and Services Ordinance requirements during the performance of the contract is a material breach of the contract, which may result in the imposition of sanctions on the vendor, as deemed appropriate by DSBO. Copies of the Goods and Services Ordinance and its accompanying Rules and Regulations are available for the use and review by proposers from DSBO, as well as additional MWBE Guidance which can be found here: <https://www.denvergov.org/dsbo>.
2. The Submitter shall submit completed DSBO Form entitled: Commitment to MWBE Participation and 1B – List of Proposed Subcontractors, Subconsultants and/or Suppliers. The Submitter shall submit a Commitment to MWBE Participation for the participation goal assigned to this project. The 1B - List of Proposed Subcontractors, Subconsultants and/or Suppliers shall include identified certified firms, that will be utilized on this project. The committed participation level will be inserted into the contract and the Proposer must comply during the life of the contract.

The MWBE Utilization Plan, is the Proposer’s written approach and strategy to the overall administration of their MWBE Program (including the expectations of the lower tier MWBE contractors). DSBO will review and score each proposer(s) submitted utilization plan. The selected proposer(s) shall collaborate with DSBO on an approved utilization plan. Upon Approval by DSBO of the Proposed Utilization Plan, the Proposed Utilization Plan shall be referred to as the “Approved Utilization Plan.” Thereafter, the consultant is required to prepare and submit to DSBO an updated MWBE Utilization Plan, on a minimum of an annual basis for DSBO approval throughout the contract duration. The contractor/consultant will be required to comply with the MWBE Ordinance, any Rules and Regulations and the most current DSBO approved version of the MWBE Utilization Plan and the contents within such plan.

Copies of the MWBE Ordinance and its accompanying Rules and Regulations are available for the use and review of proposers, as well as additional MWBE Guidance which can be found here: <https://www.denvergov.org/dsbo>. Proposers are encouraged to contact DSBO by phone at (720) 913-1999 or by email at dsbo@denvergov.org with specific questions related to compliance with this ordinance.

III-12 Certification of Independent Price and Work Determination

By submission of this proposal, each Proposer, and in the case of a joint proposal, each party thereto, certified, that, in connection with this procurement:

- a. Prices and specific work processes in this proposal have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor, or with any party contracted by DEN to design and/or manage all or part of the program or work of which this RFP is a part;
- b. Unless otherwise required by law, the prices quoted and specific work processes described in this proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly to any other proposer or to any competitor or to any party contracted by DEN to design and/or manage all or part of the program or work of which this RFP is a part; and
- c. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

Further, each person signing Attachment 1, Part 1 Proposal Acknowledgement Letter, for this proposal certified that:

- d. He/She is the person in the Proposer's organization responsible for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to subsection (a) through (c) above; or
- e. He / She is not the person in the Proposer's organization responsible for the decision as to the prices being offered herein but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to subsections (a) through (c), above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to subsections (a) through (c), above.

A proposal will not be considered for award where subsections (a), (c), (d) or (e), above, have been deleted or modified. Where (b) above has been deleted or modified, the proposal will not be considered for award unless the Proposer furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the Chief Executive Officer (CEO), or its designee, determines that such disclosure was not made for the purpose of restricting competition.

III-13 Designation of Subcontractors

The Proposer shall describe the qualifications of each subcontractor which it intends to use and the percentage and scope of the work which will be assigned to each of them. Resumes for the subcontractor's key personnel must be included.

Proposers who submit a proposal in response to this RFP are precluded from participation as a subcontractor with any other Proposers who submit a proposal for this RFP. However, subcontractors may be named on more than one (1) proposal.

III-14 Payment

Appropriate clarifications and additions to the Scope of Work may be made during negotiations with the successful Proposer. It is the intent of DEN to enter into a Contract in which the Proposer will be paid pursuant to the terms of the Contract.

III-15 Disclosure of Legal and Administrative Proceedings and Financial Condition

- A. The Proposer shall submit (at time of submittal) a statement which shall disclose all legal or administrative proceedings that involve a civil claim in excess of Fifty Thousand Dollars (\$50,000) in

which the Proposer, its principals or key personnel were a party in the last five years. The Proposer shall include in the statement:

1. The caption of the action naming all parties;
 2. The case number, jurisdiction and the date the action was filed;
 3. A brief description of the action, the amount of the claim and whether the action involved performance under any public or private construction contract; and
 4. The outcome or disposition of the action.
- B. The Proposer shall submit (at time of submittal) a statement which shall disclose whether Proposer has filed for protection under the laws of the U. S. Bankruptcy Code within the last ten (10) years.
- C. The Proposer shall submit (at time of submittal) a statement as to whether the Proposer, its principals or key employees presently, or in the past, are or have been involved in any debarment or suspension proceedings. Please include a description of any proceedings which prohibited or limited the Proposer from bidding or entering into any contract with any federal, state or local government entity. Include a brief description of the reason(s) for such action having been taken, the effective dates thereof and the governmental agency.

If the Proposer is a partnership or joint venture, please include a statement disclosing the information listed in subparagraph A and B, above, for each partner or joint venturer. If the Proposer is fifty percent (50%) or greater owned by another entity or individual, please include a statement disclosing the above information for such entity or individual.

- D. The Proposer shall submit (at time of submittal) a statement as to whether the Proposer, its principals or key employees have been convicted of any crime related embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, fraud, unfair trade practices, violation of state of federal antitrust statutes, or other law indicating a lack of business integrity or business honesty or have been convicted of any other felony in any jurisdiction within the last five (5) years. Include the current status of any such principal or key employees.
- E. The Proposer shall submit (at time of submittal) its Dun & Bradstreet identification number. If the Proposer is a partnership or joint venture, it must submit the Dun & Bradstreet identification number for each partner of a joint venture.
- F. If the Proposer is a publicly held company, it shall submit (at the time of submittal) a list of any holders of ten percent (10%) or more of its stock.
- G. During contract negotiations, the Proposer may be asked to submit the following:
1. An audited statement of overhead rates, payroll taxes and operating (profit) margin used to calculate hourly billing rates for DEN and approval. If the Proposer does not have audited overhead rates, an Exhibit F-1 shall be prepared for each entity without audited overhead rates. This statement shall cover the Proposer's most recently completed fiscal year and shall be signed by a certified public accountant as a Certified Audited Statement in which the accountant expresses his or her opinion as to the fairness with which the statement represents the Proposer's financial position, results of operations and changes in financial position.

2. If the Proposer is a partnership or joint venture, a Certified Audited Statement is required for each partner or joint venture. If the Proposer does not have audited overhead rates, an Exhibit F-1 shall be prepared for each entity without audit overhead rates. If any individual owns thirty-two percent (32%) or more of the Proposer, a Certified Audited Statement is required for each such individual or if a Certified Audited Statement is not available, then the individual must supply copies of his or her federal tax returns for the prior two (2) years.
3. If a Proposer is a small business as defined by the United States Small Business Administration, the Proposer may elect to submit copies of its Federal tax return for the prior two (2) years and prepare an Exhibit F-1 in lieu of a Certified Audited Statement.
4. A signed statement certifying that no material or significant changes have occurred since the date of completion of the Certified Audited Statement, or the filing of the Federal tax return and the date of the proposal.

III-16 Insurance Requirements

Proposer shall adhere to all insurance requirements stated in Exhibit C, which are attached hereto and incorporated herein by reference. ACORD FORM (or equivalent) must be emailed in pdf format to: contractadmininvoices@flydenver.com.

III-17 Governmental Immunity

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

III-18 Security

After receiving an executed contract, the Proposer shall be deemed a Contractor of DEN. The Contractor (or subcontractor) requiring access to the Controlled Area, Sterile Area or Secured Area shall become a "Participant" in the Airport Security Program and remain in good standing in order to retain Airport Security privileges.

Participant guidelines are outlined in Rules and Regulations Governing the Denver Municipal Airport System Rules and Regulations Part 20. A Contractor must be sponsored by an Air Carrier, Tenant or by the City. Once a Contractor company has been sponsored, they must designate an Authorized Signatory.

The sponsorship establishes that a Contractor (or subcontractor) has legitimate business at the Airport. All construction Contractors must submit a Participant Sponsorship form signed by their sponsor. A company sponsoring a Participant shall immediately notify Airport Security when any sponsorship is terminated.

A subcontractor company working under its own entity must be sponsored by a Contractor company. The subcontracting company must designate its own Authorized Signatory(ies).

Each Participant shall designate an Authorized Signatory to ensure the Participant's compliance with the Airport Security Program and act as the point of contact between the Participant and Airport Security. The Authorized Signatory shall be designated in writing to Airport Security by the Participant.

The Authorized Signatory is responsible for signing and verifying all information on the Denver International Airport Fingerprinting and Badging applications. All submitted applications must be an

original. It is the Authorized Signatory's responsibility to ensure that Airport Security maintains valid contact information. The Authorized Signatory must maintain a current and valid Airport Identification Badge (ID Badge).

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

The Contractor shall return to DEN, upon Contract completion or termination, or upon demand by DEN, all access keys and Airport ID Badges issued to it by DEN to Controlled Areas, Sterile Areas or Secured Areas of the Airport. If the Contractor fails to return any such Airport ID Badge(s) or Airport Security Key(s) at Contract completion or termination or upon demand by the DEN, the Contractor shall be liable to the DEN for all DEN's costs, including the DEN's labor costs for re-coring doors and any other work which is required to prevent compromise of any Airport Security system. In order to collect such costs hereunder, the DEN may withhold funds in such amount from any amounts due and payable to the Contractor under the Contract.

Airport Security must be immediately notified if an Airport ID badge or security key is lost or stolen and must be notified immediately upon the termination of an individual's employment. Pursuant to 49 CFR Part 1520.04-10(d) a fee shall be assessed against any employer who fails to return an Airport ID badge or security keys upon the termination of an individual's employment, transfer, or completion of a project or contract. An additional fee may be requested to cover the administrative cost of processing a lost badge or security key.

III-19 Airport Identification (ID) Badge Requirements

All individuals employed at the Airport with Secured Area access, or working in the Terminal, Concourses or Parking and Ground Transportation facilities, must obtain an Airport ID Badge. Airport ID Badges will be issued by Airport Security. All Airport ID Badges shall be and remain the property of the Airport. The Airport ID Badge must be surrendered on demand to Airport Operations and/or a Contract Security Guard. An individual employed by more than one (1) company, or changing employers, must obtain an Airport ID Badge for each company. Badge color indicates general areas and levels of authorization in relationship with direct support of an individual's job function. Badge color does not determine access. The respective classes of Airport ID Badges, indicated by badge color and associated driving endorsement icon, describe driving privileges in direct correlation with job function.

The individual must complete an application, on a form prepared and currently approved by Airport Security. Two (2) valid forms of identification must be presented with the application, one of which must be a government-issued photo identification. The second form of identification must verify proof of citizenship (i.e., birth certificate or legal residency with work authorization). All information regarding the individual's name, age, gender and other vital statistics on both forms of identification must be consistent and verifiable.

A Denver International Airport Fingerprinting and Badge Application, Security Threat Assessment (STA) and Criminal History Record Check (CHRC) must be completed for everyone requesting an Airport ID Badge. Denver International Airport Fingerprinting and Badge Applications are available from the Airport Security Office. Allow adequate time for processing of the Security Threat Assessments (STA) and Criminal History Record Check (CHRC).

The individual must view a training film on Denver Municipal Airport System Rules and Regulations as they pertain to overall security and pass a corresponding test to assure understanding of the Rules and Regulations.

If the individual requests driver authorization, a valid driver's license must be presented, and the individual must view a training film on Denver Municipal Airport System Rules and Regulations as they pertain to overall Movement of Vehicles in the Secured Area and pass a corresponding test to assure understanding of the Rules and Regulations.

A construction orientation specific to the project must be conducted. A designated time for this session must be coordinated with Planning and Development and Airport Operations.

A lost or stolen Airport ID Badge must be immediately reported to Airport Security. For a replacement Airport ID Badge, a new Denver International Airport Fingerprinting and Badge Application must be completed and signed by the Company(s) Authorized Signatory. A non-refundable fee must be paid for a replacement Airport ID Badge.

If for any reason the Airport ID Badge becomes inoperable or damaged, the Airport ID Badge holder shall return that badge to Airport Security, and a replacement badge will be issued. A replacement fee may be assessed should the damage be attributable to the negligence of the employee who was issued the badge.

When an employee is terminated, the Contractor company shall immediately notify Airport Security. This notification must be followed by the return of the Airport ID Badge and written confirmation of this information. The Contractor company must recover Airport ID Badges from individuals whose employment at the Airport has been terminated. The Contractor company shall notify Airport Security in writing when a subcontractor is no longer under the Contractor company's sponsorship. All Airport ID Badges must be returned to Airport Security.

An employee possessing a valid Airport ID Badge may escort other individuals into the Secured Area(s) under the conditions listed in the Rules and Regulations Part 20. If the project is extended, DEN's Project Manager must submit a new Sponsorship Form with a new expiration date. This can be accomplished thirty (30) calendar days prior to expiration of the Airport ID Badge. An application revision must be completed for each employee still required on the project, if the badges have expired.

III-20 Background Checks

Every individual requesting an Airport ID Badge must complete a Criminal History Record Check (CHRC) and a Security Threat Assessment (STA) for unescorted access to the Sterile and Secured Area(s).

If an applicant has been convicted of a crime or found guilty by reason of insanity or has been arrested for any of the disqualifying crimes or is awaiting judicial proceedings, he/she may be ineligible to obtain an Airport ID Badge. A list of the disqualifying crimes may be found in 49 C.F.R. 1542.209.

III-21 Vehicles in the Secured Area

All Contractor employees who are required to drive in the Sterile and Secured Area(s) unescorted to perform their jobs are required to complete a training film on Denver Municipal Airport System Rules and Regulations as they pertain to overall movement of vehicles in the Sterile and Secured Area(s) and pass a corresponding test to assure understanding of the Rules and Regulations.

All unescorted vehicles must display a current Airport Contractor Vehicle Permit (Permit). Permits are available from Airport Security. An application form must be completed, signed by an Authorized

Signatory, and all applicable permit fees must be paid for each Permit requested, and it must be signed by the Authorized Signatory. A Permit is required for each state licensed vehicle, and the vehicle Permit is not transferable.

The Contractor shall purchase and maintain in force a minimum of Ten Million Dollars (\$10,000,000.00) in combined, single-limit automobile insurance for bodily injury and property damage liability per accident or occurrence.

III-22 Violations

Any Contractor employer not regulated under 49 C.F.R. Part 1544, Aircraft Operator, will be responsible for payment or reimbursement to DEN of any Civil Penalties imposed by the Transportation Security Administration (TSA) for individual security violations by their employees and/or subcontractor employees for violations under 49 C.F.R. Part 1542.

A Contractor employee may be personally subject to Civil Penalties imposed by the TSA for individual security violations committed by Contractor employees and/or subcontractor employees under 49 C.F.R. Part 1542.

Everyone who is issued an Airport ID Badge shall comply with all Security Advisories, Rules and Regulations Governing the Denver Municipal Airport System Rules and Regulations, the CEO Directives and the Denver International Airport Standard Policies and Procedures regarding Airport Safety, Security and Operations. The failure of any individual to comply with such Security Advisories, rules and directives, etc. will result in the issuance of a Violation Notice and may result in the assessment of a Federal Civil Penalty and/or the denial, suspension or revocation of their Airport ID Badges.

The security status of DEN is subject to change without prior notice. Should the security status of DEN change at any time during the term of the Contract, a written notice shall be issued to the Contractor, detailing all applicable security modifications. The Contractor must take immediate steps to comply with those security modifications.

III-23 Diversity and Inclusivity in City Solicitations

Each Proposer shall, as a condition of responsiveness to this solicitation, complete and return the "Diversity and Inclusiveness in City Solicitations Information Request Form" with their proposal.

Using the "Diversity and Inclusiveness in City Solicitations Information Request Form," please state whether your firm has a diversity and inclusiveness program for employment and retention, procurement and supply chain activities, or customer service, and provide the additional information requested on the form. The information provided on the "Diversity and Inclusiveness in City Solicitations Information Request Form" will provide an opportunity for DEN contractors to describe their own diversity and inclusiveness practices. Proposers are not expected to conduct intrusive examinations of its employees, managers, subcontractors or business partners in order to describe diversity and inclusiveness measures. Rather, DEN simply seeks a description of the Proposer's current practices, if any.

Diversity and Inclusiveness information provided by Proposers in response to DEN solicitations for services or goods will be collated, analyzed and made available in reports consistent with the Mayor's Executive Order No. 101. However, no personally identifiable information provided by or obtained from Proposers will be in such reports.

For DEN to consider a proposal, Proposers must complete the electronic version of the Diversity and Inclusiveness in City Solicitations Form – then **print the completed form and include the hard copy as part of its proposal. A proposal or response to a solicitation by a Proposer that does not include this**

completed form shall be deemed non-responsive. The form is found at:
<https://fs7.formsite.com/CCDenver/form161/index.html>

The Diversity and Inclusiveness Form is separate from the requirements established by the Division of Small Business Opportunity (DSBO) and must always be completed – regardless of whether there are any DSBO goals assigned to this project.

III-24 Wage Ordinances

The services being requested in this RFP may involve services that are covered pursuant to Article IV of Chapter 20 of the Denver Revised Municipal Code (“D.R.M.C.”), which is designed to address the issue of wage equity and cost of living affordability in the City & County of Denver. Proposer agrees that any contract with DEN shall include a requirement that Proposer will comply with the provisions of D.R.M.C. relating to living, minimum and prevailing wages, including, but not limited to, paying all covered workers no less than the City Minimum Wage for all covered services rendered in connection with the resulting contract. Additionally, Proposer agrees that the contract shall require compliance with all current and future federal and state laws and City ordinances.

III-25 Conflicts of Interest

An organizational conflict of interest occurs when, because of the relationship between two organizations or one organization (including its subsidiaries or related organizations) performing or proposing for multiple scopes of work, there is or could be in the future a lack of impartiality, impaired objectivity, an unfair advantage over one or more firms competing for the work, or a financial or other interest in other scopes of work.

If the Submitter currently has existing contracts with the City for work at DEN, including any contracts held by Proposer's parent, affiliates or subsidiary corporations, this could pose a conflict of interest and could place your Proposal in jeopardy of being rejected for conflict of interest. If the Proposer believes a conflict of interest may exist but can be mitigated, please describe the steps it proposes that it will take to mitigate the conflict.

If the City identifies a conflict of interest that is not identified by the Proposer in its response, the City may find the Proposer to be non-responsive. If the City identifies a conflict during the course of the contract and the Proposer failed to disclose such conflict, the City may terminate the contract for cause or convenience at the discretion of the City.

END OF INSTRUCTIONS TO PROPOSERS

III. PREPARATION OF PROPOSAL

IV-1 Preparation of Proposal - Proposal Forms

The proposal shall be submitted in accordance with and meet all requirements set forth in the Proposal Forms, which are attached hereto. The Proposer shall fill in all blank spaces in the applicable Proposal Forms and initial all interlineations, alterations, or erasures in its proposal. The Proposer shall not delete, modify or supplement the printed matter on the forms which are included in "Attachment 1, Proposal Forms" or make substitutions thereon. The Proposer's completed Proposal Forms and Proposal Narrative shall constitute its proposal. It shall be conclusively presumed that the Proposer did, before submitting a proposal, read all addenda, posted decisions and other information items relevant to the RFP that appeared on the DEN Website.

An authorized representative of the Proposer shall execute Attachment 1, Part 1 of its Proposal Forms – the "Proposal Acknowledgment Letter."

- If the Proposer is a corporation, it shall upon execution of the Contract provide a certificate from the Secretary of State, showing that it is qualified to do business in the State of Colorado. Please call the Secretary of State for Colorado at (303) 894-2200 for information on obtaining such certification.
- If the Proposer is a partnership, the Proposer must include with its proposal evidence satisfactory to DEN that the partner signing the proposal has the authority to do so.
- If the Proposer is a joint venture, the Proposer shall submit with its proposal a notarized copy of the joint venture agreement. That agreement must describe the scope and amount of work each participant will perform and contain a provision that each participant will be jointly and severally liable to DEN for completing all the work and to third parties for all duties, obligations and liabilities which arise out of the joint venture's performance of the work.

IV-2 Preparation of Proposal - Proposal Narrative

A. GENERAL

The Proposer shall prepare its proposal in the format described below and must ensure that each page of its proposal is identified with the:

- Contract Name
- RFP #
- Proposer's name
- Page number

B. FORMAT

Proposals shall meet the following formatting requirements:

- Proposals shall be printable on 8 ½" x 11" paper
- Proposals shall use the font type and size of Times New Roman 12 point.
- **Proposals shall be in a format and sequencing commensurate with the RFP (in the order the Narrative Content is listed).**
- Proposals shall include a table of contents.
- Proposals shall include tabbed or bookmarked sections as appropriate.
- The proposal narrative shall not exceed 25 pages.
- Resumes should be limited to two (2) pages per individual. Please attach resumes to the end of your proposal after additional information.

- The page limit does not include MWBE Utilization Plan, resumes, additional pages to describe disclosure of legal and administrative proceedings and financial condition, tabs and DEN-required forms.
- Proposals which contain unnecessarily elaborate art work are discouraged.
- Proposal shall be submitted as an electronic document in an un-secured/un-password protected Adobe Acrobat (.pdf) format.
- Exhibit F-1 shall be submitted separately from the main proposal

IV-3 Proposal Narrative Contents

This section describes the required contents for your proposal. The proposal is to be organized as follows:

Narrative Contents	
1. Cost Effectiveness	
2. Implementation Experience	
3. Systems Integration	
4. Innovation	
5. Key Personnel and Ability to Respond	Maximum 5 key personnel & 5 non-key personnel)
6. Company Experience & Qualifications	
7. MWBE Utilization Plan	
8. Additional information	

Any scoresheets, notes, deliberations, and ultimate conclusions of the Evaluation Committee will be kept strictly confidential up through and after award of the opportunity and are protected by the deliberative process privilege. The Evaluation Committee's function is to assist the CEO in determining which proposal(s) to recommend for award. However, the CEO has the sole and absolute discretion to recommend any proposal for award deemed to be in accordance with the best interests of DEN. Proposers may not contact members of the Evaluation Committee for any reason whatsoever once this RFP is issued.

1. Cover Letter

The Proposer shall prepare a cover letter, not exceeding two (2) pages in length, which summarizes the key points in the proposal. It should include the full name of the company or joint venture members and all proposed subconsultants. If the Proposer is made up of more than one (1) company, the legal relationship between those companies must be described. The cover letter must include a statement committing the availability of the key personnel identified in Section 5, below, to perform the work for the duration of the Contract term. The letter must be signed by a person who is authorized to sign a contract with DEN. This signatory shall be the same person identified in Attachment 1, Part 1 Proposal Acknowledgement Letter, as the authorized representative.

If the Proposer believes any information, data, process or other material in its proposal should be considered by DEN to be confidential or proprietary, the Proposer shall identify that material with specificity as to the page and paragraph and on what basis it believes the material is proprietary or confidential. Proposals with all materials marked "Confidential" will be treated as if none of the materials are confidential.

2. Cost Effectiveness

Based on this project, where are savings opportunities from the Proposer's company? What elevates this proposal in terms of value? In terms of cost savings, describe the competitive edge this proposal provides to DEN. Please describe any processes or technologies, proprietary or otherwise, that are unique to the Proposer's company or subcontractor team that could add value to the project or mitigate costs for client.

With given experience and expertise within the industry, how has the Proposer applied this knowledge to controlling costs? Prepare a description of the Proposer's methods to optimize project expenses. Include a description of plans to ensure that non-local staff are being strategically deployed where they add value to the project. Describe how the Proposer plans to maximize productivity of their project staff. Describe the Proposer's method for anticipating and minimizing costly changes throughout the project.

Discuss how the Proposer will incorporate subcontractors on their team to perform portions of the work to meet the DSBO goals while optimizing cost savings. Describe methods used to eliminate staff redundancy and overhead in subcontractor management while maintaining an effective project team.

3. Implementation Experience

Provide a description of the Proposer's approach and methods for performing implementations of new business processes and enhancement of existing business processes in Primavera Unifier. Describe some of the typical challenges and how the Proposer's methodology addresses them. Please include the Proposer's project management approach as well as organizational change management methods. Provide one example of how Unifier was configured for cost control and project delivery for programs and design/construction projects.

4. Systems Integration

Provide a description of the Proposer's experience in integrating different operational software systems & applications. Describe some of the typical challenges and how the Proposer's method addresses them. Provide one case study of a systems integration project.

5. Innovation

Provide examples of innovations the Proposer has implemented in the past. Describe how the Proposer has used Artificial Intelligence (AI) previously for trend analysis and forecasting for design and construction projects.

6. Key Personnel and Ability to Respond

Prepare an organizational chart which identifies the Proposer's and subcontractor's (if applicable) key personnel who would perform work under the Contract. The organizational chart can be on 11" x 17" if needed. Describe the qualifications of each subcontractor which the Proposer plans to retain to perform work. Describe the type of work which will be assigned to each subcontractor.

Describe the Proposer's current ability to effectively and conveniently perform the Scope of Work and to coordinate its efforts with DEN and its other consultants. For the Proposer and each subconsultant on a team, list office addresses and total number of employees, and the number of both professional and support employees located at those offices. Proposers shall identify the location where work on this project would be performed.

Submit detailed resumes for the proposed key staff personnel including key personnel of subcontractors that are identified on the Exhibit F-1. Include a description of their qualifications and

experience and a description of their position and length of employment with the Proposer or subcontractor. Non-key personnel, up to five (5) can be submitted.

Exhibit F-1 must be prepared and submitted for each contractor utilizing core staff or hourly employees during the term of this Contract. Subcontractors may not be identified yet for On-Call Contracts. Those subcontractors selected subsequent to the execution of the Contract, with core staff or hourly employees, must also prepare an Exhibit F-1 and have their hourly billing rates approved by the Project Manager prior to commencing work at DEN.

Exhibit F-1 is to be submitted as a separate electronic file. Each contractor needs to populate the "Company & Contract Information" sheet and the "Positions" sheet to be submitted with the proposal.

7. Company Experience & Qualifications

Please discuss your experience and approach to providing the services detailed in the Scope of Work, above. Include information on previous projects where these services have been provided by your company and discuss your methodology, challenges that typically arise, lessons learned, the expected level of assistance required from the client to accomplish each specified task, and any other relevant factors.

At a minimum, the following information should be included as appropriate to the Scope of Work:

- Project name
- Project description and contract value
- Scope of Work
- Location
- Owner name, address, current contact person, and telephone number
- List any subconsultants and percentage of work performed
- Gross fees
- Outcome/result

8. MWBE Utilization Plan

The MWBE Utilization Plan should be innovative and comprehensive, describe an open, transparent, responsive approach and address the program fundamentals listed below:

1. Identify key personnel (name, title, email, and phone number) and their duties as it relates to the execution to the components of the Utilization Plan, specifically:
 - B2GNow (Small Business Certification and Contract Management System) User,
 - Project Manager(s),
 - Controller,
 - Superintendent (if applicable), and
 - Outreach/Community Engagement Coordinator (if applicable).
2. Provide creative strategies to incorporate new MWBE partners inclusive of but not limited to: provide an ongoing list of certified firms that provide capability statements and which of those certified firms were contacted regarding solicitations related to this project;

3. Provide details of small business initiatives, technical assistance and support services; such as, bonding assistance, mentoring programs, joint ventures, etc. that may be utilized on the project;
 4. Define how MWBE participation will be solicited, the subcontracting process, program and incorporated into the Proposer's overall procurement process and retain documentation of such solicitation efforts such as distribution lists for invitation to bids, list of bidders, and awardees; how bid selections are made and keeping a record of each
 5. Outline the debriefing process; how unsuccessful bidders are notified; and documentation of reasoning is retained
 6. Outline the communication process and involvement efforts of the MWBE subcontractors to ensure alignment of scheduling, safety requirements, owner direction, and performance expectations. Please include the mediation processes should performance issues or prompt payment disputes arise.
 7. Provide examples of up to a maximum of 5 projects where the Proposer has been successful in promoting the participation of small, minority and women-owned businesses. Please include what the contract participation goal was and if you met and/or exceeded that goal. Also, provide a list of certified firms that were utilized and any supportive services/technical assistance, i.e. bonding assistance, mentor-protégé programs, that were provided to small businesses to assist with meeting the goal.
9. Additional Information
The Proposer is invited to describe any aspects of its organization or proposal which, by way of background, experience, unique qualifications, or other basis, sets this company (team, etc.) apart from the competition in its ability to accomplish this Scope of Work.

EVALUATION OF PROPOSALS

V-1 Evaluation of Proposals

DEN's Evaluation and Selection Committee (Evaluation Committee) will review and evaluate the proposals in accordance with the Evaluation Criteria below, the Proposer's demonstrated experience and the Proposer's qualifications as they relate to the scope of services required. The Proposer's ability to present its proposal in writing in a clear, concise and organized manner will be considered in the evaluation. Responsive Proposers may be required to participate in interviews to be held in the presence of the Evaluation Committee. DEN shall then, taking into consideration the recommendations of the Evaluation Committee, attempt to negotiate a Contract with the Proposer which it considers the most qualified, responsive and responsible.

V-2 Proposal Rejection and/or Disqualification

Proposals are non-responsive and will be excluded, rejected or disqualified if the Proposer fails to comply with the requirements of this RFP, or with any applicable City ordinances, rules, or policies, including but not limited to for the following reasons:

1. Proposer's failure to meet the Minimum Qualifications;
2. Proposer's failure to provide complete documentation and Required Forms;
3. Improper communications and/or collusion among proposers or between the Proposer and any DEN contractor, including any project managers or others providing supplemental staff to DEN, with oversight of the project of which the RFP is a part;
4. Default or termination for cause of other contracts with any public or private entity within the past five (5) years;
5. Improper contact as described in Section III-3, above;
6. Omissions and/or fraudulent statements of any fact that is significant or essential to the subject matter of this RFP;
7. Proposer's delinquent arrearages or debts presently owed under any agreement with DEN, or any other creditor; or
8. Proposer's failure to disclose all trademark, copyright, licensing, franchise, and other contractual or property rights proposer has with third parties, proposer intends to use at DEN, which may restrict current business operators in any way, or may have an unfavorable impact on future proposers for opportunities at DEN.

In addition, the CEO reserves the right to reject any and all proposals, to waive irregularities and technicalities, to re-advertise, to provide the services, or to otherwise proceed in the best interest of DEN.

V-3 Past Performance

If a proposer has performed prior work at DEN, documented instances in which the proposer failed to perform under the terms of the contract may be reviewed as part of DEN's overall evaluation. This evaluation will consider past performance information submitted as a part of such Proposer's proposal including but not limited to, information regarding predecessor companies, key personnel who have relevant experience, and subcontractors performing major or critical aspects of the service(s), if such information is relevant.

V-4 Clarification of Proposals

During the evaluation process, DEN reserves the right to request additional information from any proposer, to seek clarification of information provided, to conduct its own due diligence with respect to any proposer or proposal, including Self-Guided Tours of a proposer's other operations, reference checks, credit checks, health department checks, or any other investigations deemed necessary.

V-5 Shortlisting and Interviews (If Necessary)

The Evaluation Committee will prepare an initial evaluation, in accordance with this Section V. The Evaluation Committee, may, at its discretion, invite the highest ranked proposers for in person interviews. Such presentations and/or site visits will be at the Proposer's expense.

Interviews are an opportunity for members of the Evaluation Committee to ask questions and/or seek clarification of proposals from proposers. The Evaluation Committee may provide questions to proposers in advance of the interview. In the interest of minimizing proposers' costs, the following rules will apply to interviews:

Proposers invited to an interview **may not:**

- Bring merchandise, gifts, or any other leave-behinds for the Evaluation Committee;
- Introduce new information at interviews not in the original written proposal;
- Change or alter the proposed business terms or concept in any way.

Proposers may provide written answers to any questions provided in advance by the Evaluation Committee.

All invited proposers may be asked to prepare a presentation, lasting no longer than 30 minutes, explaining the company's strong points in each area of the evaluation criteria. Presentations are due three (3) days prior to the interview date. The presentation will be incorporated into the time allotted for the interview, no additional time will be provided.

The presentation must be in a PC compatible format utilizing standard MS Office Suite including PowerPoint. Proposers may use a PowerPoint presentation in their interview. The PowerPoint must be emailed to contract.procurement@flydenver.com three (3) days prior to their interview date.

Following interviews, if any, each member of the Evaluation Committee may revise its initial evaluation. The Evaluation Committee's work is complete when the CEO authorizes direct negotiations with a proposer.

V-6 Best and Final Offers

DEN, at its discretion, may utilize a Best and Final Offer (BAFO) stage after submission and prior to award to clarify the Scope of Work, assure full understanding of, and responsiveness to, the solicitation requirement, update pricing, or any other component of the RFP identified by DEN. In BAFO discussions, there shall be no disclosure of any information derived from proposals submitted by competing proposers. The Contract Administrator Agent shall coordinate the proposer's responses for review by the Evaluation Committee. The Contract Administrator shall be the SOLE point of contact throughout the process for all proposers. If DEN requests a BAFO stage, Evaluation Committee members may revise their initial scores based upon additional information and clarification received in this phase. In lieu of revising scoring, DEN reserves the right to evaluate BAFOs by use of a narrative.

V-7 Evaluation Criteria

In preparing responses, Proposers should describe in detail how they propose to meet the specifications detailed in Section II, Scope of Work. Specific factors will be applied to the proposal information to assist DEN in selecting the most qualified proposer(s) for this opportunity. Evaluation criteria that will be used as follows, listed in no particular order.

Evaluation Criteria	
1.	Cost Effectiveness
2.	Implementation Experience
3.	Systems Integration
4.	Innovation
5.	Key Personnel and Ability to Respond
6.	Company Experience & Qualifications
7.	MWBE Utilization Plan
8.	Additional information

IV. ATTACHMENT 1, PROPOSAL FORMS
Attachment 1, Part 1 Proposal Acknowledgement Letter

City and County of Denver
Denver International Airport

Proposer: _____ Date: _____

Michael Sheehan, – Senior Vice President
Airport Infrastructure Management
Airport Office Building (AOB)
Denver International Airport
8500 Pena Boulevard
Denver, Colorado 80249-6340

In response to the Request for Proposal (RFP) dated February 11, 2021, for RFP NO. 202157562, the undersigned hereby declares that he/she has carefully read and examined the proposal documents and hereby proposes to perform and complete the work as required in the Scope of Work. Attached hereto are the completed responses to Parts 2, 3 and 4 of the Proposal Forms.

The undersigned agrees that this proposal constitutes a valid offer to negotiate a Contract with the City and County of Denver (City) to perform the work described in the proposal documents.

After final agreement on the terms of the Contract has been reached, the undersigned agrees to execute the Contract, which will be prepared by the City, in a timely manner.

The undersigned acknowledges receipt and consideration of the following addenda to the proposal documents:

Addenda Numbers: _____

The undersigned certifies that he/she has examined and is fully familiar with the proposal documents and has satisfied him/herself with respect to any questions regarding the RFP which could in any way affect the undersigned’s understanding of the Scope of Work or any estimate of the cost thereof.

Signature: _____

Type or print name: _____

Proposer’s Business Address: _____

E-mail address: _____

Attachment 1, Part 2 Proposal Data Form

**City and County of Denver
Denver International Airport
(Please use this form)**

Proposer Name: _____

Proposer Address: _____

Phone: _____ Fax _____

Email: _____

Federal Identification Number: _____

Principal in Charge (Name & Title): _____

Project Manager for this RFP (Name & Title): _____

Equal Employment Opportunity Officer: _____

Name(s) of Professional and Public Liability Insurance Carrier(s):

**Parent Company Information
(If Applicable)**

Name of Company: _____

Address: _____

Phone: _____ Fax: _____

Contact Person: _____

Submittal is for (check one):

- Sole Proprietorship
- Partnership
- Corporation

If this is a corporation, then you are the (check one):

- Subsidiary
- Parent Company

State of Incorporation: _____

Is this a joint venture?

- YES
- NO

If this is a joint venture, a certified copy of the Joint Venture Agreement must accompany this proposal.

Licenses to perform work (issuing authority, date and validity—please provide copies of all listed):

CERTIFICATION

The undersigned certifies that to the best of his/her knowledge, the information presented in this Proposal Data Form is a statement of fact and that the Proposer has the financial capability to perform the work described in the Proposer's documents.

Signature _____ Title _____

Print Name _____

Date _____

Attachment 1, Part 3 Disclosure of Legal and Administrative Proceedings and Financial Condition

**City and County of Denver
Denver International Airport
(Please use this form)**

If no disclosure required in accordance with III-15, please sign affirmation statement.

The undersign affirms that _____ (Proposer) has not been involved in any legal or administrative proceedings which involve a claim in excess of Fifty Thousand Dollars (\$50,000.00); has not filed bankruptcy within the last ten (10) years; has not been debarred or suspended from bidding/proposing on any Federal, State or local government procurements; and neither the Proposer nor its key employees have been convicted of a bid/proposal-related crime, violation or felony in the last five (5) years.

Signature _____ Title _____

Print Name _____

Date _____

If disclosure is required in accordance with 1-13, please use the following space to provide information. If additional space is needed, please attach additional pages.

Attachment 1, Part 4 M/WBE Forms

DSBO FORMS

The DSBO forms which apply to this contract are contained in the pages immediately following this page.

These pages are not included in the page numbering of this contract document.



DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO) COMMITMENT TO MWBE PARTICIPATION

This page must be completed by all Bidders/Proposers to indicate their commitment towards satisfying the MWBE participation goal. The commitment will be incorporated into the contract and thereby the selected Bidder/Proposer's will be held to that commitment. (Please check the appropriate box):

COMPLETE IF YOU ARE A NON MWBE PRIME:

The City and County of Denver has specified a _____% MWBE Participation goal on this project. The Bidder/Proposer is committed to meeting _____% MWBE Participation on the contract.

COMPLETE IF YOU ARE A MWBE PRIME:

The City and County of Denver has specified a _____% MWBE Participation goal on this project. The Bidder/Proposer is a certified MWBE with the City and County of Denver and is committed to meeting _____% MWBE Participation on the contract.

COMPLETE IF YOU ARE UNABLE TO MEET PROJECT GOAL:

The City and County of Denver has specified a _____% MWBE Participation goal on this project. The Bidder/Proposer is unable to meet this project goal but is committed to a _____% MWBE Participation on the contract. The Bidder/Proposer must make adequate good faith efforts to meet this goal in order to be deemed responsive. The Bidder/Proposer must submit a detailed statement and documentation of their good faith efforts. Award of the contract will be conditioned on meeting the requirements of this section, in accordance of Chapter 28 of the D.R.M.C. to the Division of Small Business Opportunity.

The undersigned Bidder/Proposer hereby agrees and understands that they must comply with their MWBE commitments in this project in conformity with the Requirements, Terms, and Conditions of this MWBE Procurement/Contract Language.

Bidder/Proposer (Name of Firm):

Firm's Representative:

Title:

Signature (Firm's Representative):

Date:

Address:

City:

State:

Zip:

Phone:

Email:



**DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO)
1B - LIST OF PROPOSED SUBCONTRACTORS,
SUBCONSULTANTS, AND/OR SUPPLIERS**

City & County of Denver Contract No.: _____

To be completed by all proposers/submitters including certified self-performing firms.

Please list all known firms the undersigned proposes to utilize. **This form shall be utilized for RFQ/RFP/On-Call or any other procurements DSBO deems required with undetermined dollar amount associated with the proposed firms work.** Any certified firm listed must be certified by the City and County of Denver. If additional pages are required, please copy and attach the second page. Form 1A must be updated and submitted to DSBO upon contract execution and when subcontractors, subconsultants, and/or suppliers are added throughout the contract duration.

Contractor/Consultant		
Name of Firm: <input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)		
Firm's Representative:		
Signature:		Date:
Address:		
City:	State:	Zip:
Phone:	Email:	
Total Proposed Contract Value \$:	Self-Performing Contract Value \$:	

Subcontractors, Subconsultants, and/or Suppliers	
Name of Firm: <input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative:	
Phone:	Email:
Type of Service:	

Name of Firm: <input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative:	
Phone:	Phone:
Type of Service:	

Name of Firm: <input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative:	
Phone:	Phone:
Type of Service:	



Name of Firm:		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:		
Phone:	Email:	
Type of Service:		

Name of Firm:		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:		
Phone:	Email:	
Type of Service:		

Name of Firm:		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:		
Phone:	Email:	
Type of Service:		

Name of Firm:		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:		
Phone:	Email:	
Type of Service:		

Name of Firm:		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:		
Phone:	Email:	
Type of Service:		

Name of Firm:		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:		
Phone:	Email:	
Type of Service:		

Name of Firm:		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:		
Phone:	Email:	
Type of Service:		

Name of Firm:		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:		
Phone:	Email:	
Type of Service:		

V. ATTACHMENT 2, FORM W-9

FORM W-9

Please complete the Request for Taxpayer Identification Number and Certification (FORM W-9) and submit with your proposal.

These pages are not included in the page numbering of this contract document.

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of uncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

VI. ATTACHMENT 3, INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

The insurance requirements relative to this contract are contained in the pages immediately following this page.

These pages are not included in the page numbering of this contract document.

EXHIBIT C

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

A. Certificate Holder

The certificate shall be issued to: CITY AND COUNTY OF DENVER
Denver International Airport
8500 Peña Boulevard, Suite 8810
Denver CO 80249
Attn: Risk Management

B. Acceptable Certificate of Insurance Form and Submission Instructions

Please read these requirements carefully to ensure proper documentation and receipt of your certificate(s) of insurance.

- ACORD FORM (or equivalent) certificate is required.
- SUBMIT via emailed in pdf format to: contractadmininvoicess@flydenver.com
- ELECTRONIC CERTIFICATES are required, hard copy documents will not be accepted.
- THIRD PARTY SOFTWARE may be implemented during the term of this Agreement to manage insurance compliance and documents with required use by Vendor of such system.
- REFERENCE on the certificate must include the DEN assigned Contract Number.

C. Coverages and Limits

1. Commercial General Liability:

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

- a. Coverage shall include contractual liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.
- b. Coverage shall include Mobile Equipment Liability, if used to perform services under this Agreement.

2. Business Automobile Liability:

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

- a. If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required.
- b. If Consultant does not have blanket coverage on all owned and operated vehicles and will require unescorted airside driving privileges, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.
- c. The policy must not contain an exclusion related to operations on airport premises.
- d. If transporting waste, hazardous material, or regulated substances, Consultant shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.

- e. If Consultant is an individual or represents that Consultant does not own any motor vehicles and/or Consultant's owners, officers, directors, and employees use their personal vehicles for business purposes, Personal Automobile Liability insurance coverage will be accepted provided it includes a business use endorsement.
 - f. If Consultant will be completing all services to DEN under this Agreement remotely, this requirement will be waived.
3. Workers' Compensation and Employer's Liability Insurance:
Consultant shall maintain workers compensation coverage in compliance with the statutory requirements of the state(s) of operation and Employer's Liability insurance with limits no less than \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- a. If Consultant is a sole proprietor, Workers' Compensation and Employer's Liability is exempt under the Colorado Workers' Compensation Act. It is the sole responsibility of the Consultant to determine their eligibility for providing this coverage and executing all required documentation with the State of Colorado.
4. Professional Liability (Errors and Omissions) Insurance:
Consultant shall maintain a minimum limit of \$1,000,000 each claim and annual aggregate, providing coverage for all applicable professional services outlined in this Agreement.
5. Technology Errors and Omissions, Network Security, and Privacy Liability (Cyber):
Consultant shall maintain a limit no less than \$1,000,000 each claim and annual aggregate.
- a. Coverage shall include negligent acts, errors, mistakes and omissions arising out of the scope of services of this Agreement performed by Contractor, or any person employed or contracted by Contractor.
 - b. Coverage shall include, but not be limited to, liability arising from theft, dissemination and/or use of personal, private, confidential, information subject to a non-disclosure agreement, including information stored or transmitted, privacy or cyber laws, damage to or destruction of information, intentional and/or unintentional release of private information, alteration of information, extortion and network security, introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon, advertising injury, personal injury (including invasion of privacy), intellectual property offenses related to internet, forensic investigations and business interruption coverage.
6. Unmanned Aerial Vehicle (UAV) Liability:
If Consultant desires to use drones in any aspect of its work or presence on DEN premises, the following requirements must be met prior to commencing any drone operations:
- a. Express written permission must be granted by DEN.
 - b. Express written permission must be granted by the Federal Aviation Administration (FAA).
 - c. Drone equipment must be properly registered with the FAA.
 - d. Drone operator(s) must be properly licensed by the FAA.
 - e. Contractor must maintain UAV Liability including flight coverage, personal and advertising injury liability, and hired/non-owned UAV liability for its commercial drone operations with a limit no less than \$1,000,000 combined single limit each occurrence for bodily injury and property damage.

7. Excess/Umbrella Liability:

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

D. Reference to Project and/or Contract

The City Project and/or Contract Number and project description shall be noted on the Certificate of Insurance.

E. Additional Insured

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

F. Waiver of Subrogation

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

G. Notice of Material Change, Cancellation or Nonrenewal

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

1. Such notice shall reference the DEN assigned contract number related to this Agreement.
2. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal or reduction in required coverage unless due to non-payment of premiums for which notice shall be sent ten (10) days prior.
3. If such written notice is unavailable from the insurer or afforded as outlined above, Consultant shall provide written notice of cancellation, non-renewal and any reduction in required coverage to the Certificate Holder within seven (7) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer's as verification.

H. Additional Provisions

1. Deductibles, Self-Insured Retentions, or any other type of retention are the sole responsibility of the Consultant.
2. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
3. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under all policies where Additional Insured status is required.
4. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City is included under all policies where Additional Insured status is required.
5. The insurance requirements under this Agreement shall be the greater of (i) the minimum limits and coverage specified hereunder or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Lessee. It is agreed that the insurance requirements set forth herein shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums set forth in this Agreement.
6. All policies shall be written on an occurrence form. If an occurrence form is unavailable or not industry norm for a given policy type, claims-made coverage will be accepted by the City provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to the City, whichever is earlier, and continuous coverage will be maintained or an extended discovery period of three years beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.

7. Consultant shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required minimum per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required minimum per occurrence limit, the Consultant will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage remains in force.
8. Certificates of Insurance must (i) specify the issuing companies, policy numbers and policy periods for each required form of coverage, (ii) be issued and signed by an authorized entity and (iii) be submitted to the City at the time Contractor signed this Agreement.
9. The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
10. Certificate of Insurance and Related Endorsements: The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements 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 acceptance of any submitted insurance certificate is subject to the approval of DEN Risk Management. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Consultant is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements herein.
11. The City shall have the right to verify or confirm, at any time, all coverage, information or representations, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit the City may elect to undertake.
12. No material changes, modifications or interlineations to insurance coverage required by this Agreement shall be allowed without the review and written approval of DEN Risk Management.
13. Consultant shall be responsible for ensuring DEN is provided updated Certificate(s) of Insurance ten (10) days prior to each policy renewal.
14. Consultant's failure to maintain the insurance required by this Agreement shall be the basis for immediate termination of this Agreement at DEN's sole discretion and without penalty to the City.

VII. ATTACHMENT 4, DIVERSITY AND INCLUSIVENESS IN CITY SOLICITATIONS

For the City or the City Agency to consider a bid/proposal, Proposers must complete the on-line Diversity and Inclusiveness in City Solicitations Form – then **print the completed form and include the hard copy as part of Proposer's bid/proposal documents. A proposal or response to a solicitation by a Proposer that does not include this completed form shall be deemed non-responsive.**

Click on the following link to access the on-line form:

<https://fs7.formsite.com/CCDenver/form161/index.html>

Using the form found in link above, please state whether you have a Diversity and Inclusiveness program for employment and retention, procurement and supply chain activities or customer service, and provide the additional information requested on the form. The information provided on the Diversity and Inclusiveness in City Solicitations Form will provide an opportunity for City Proposers to describe their own diversity and inclusiveness practices. Proposers are not expected to conduct intrusive examinations of their employees, managers or business partners in order to describe diversity and inclusiveness measures. Rather, the City simply seeks a description of the Proposer's current practices, if any. Diversity and Inclusiveness information provided by City Proposers in response to City solicitations for services or goods will be collated, analyzed and made available in reports consistent with City Executive Order No. 101. However, no personally identifiable information provided by or obtained from Proposers will be in such reports.

Insert the completed hard copy of the Diversity and Inclusiveness in City Solicitations Form immediately following this page.

VIII. ATTACHMENT 5, SAMPLE CONTRACT

SAMPLE CONTRACT

The Sample Contract is contained in the pages immediately following this page.

These pages are not included in the page numbering of this contract document.

SAMPLE AGREEMENT

Notice to Proposers:

City Required Contract Provisions

The following contract provisions are required in every contract issued by the Department of Aviation. The language of each clause is drafted in accordance with city, state and federal obligations placed on the airport and is not subject to modification. Accordingly, proposers should carefully review this Sample Agreement provided with the Request for Proposals, including these required provisions, in preparation of their proposals.

- 1. Indemnification**
- 2. Basic insurance requirements**
- 3. Limitation of liability (available in narrowly applicable circumstances)**
- 4. Federal requirements**
 - a. Standard Federal Aviation Administration grant assurances (Appendix 1 to the Sample Agreement)**
 - b. Federal Aviation Administration document retention and review requirements**
- 5. Airport security requirements**
- 6. City code and charter; state statutes**
 - a. Prompt pay**
 - b. Prevailing wage**
 - c. Immigration provisions (Not applicable for contracts for Information Technology services or IT products and services – See, C.R.S. 8-17.5-101(6)(b)(V))**
 - d. Colorado open records act**
 - e. DSBO (if applicable to subject matter of contract)**
 - f. City nondiscrimination language**
 - g. Dispute resolution**
- 7. Denver Executive Orders (“XOs”)**
 - a. Environmental**
 - b. Drugs alcohol tobacco**
 - c. Nondiscrimination in contracts**
- 8. Airport System General Bond Ordinance (1984, as amended).**
- 9. Choice of law (Colorado)**
- 10. Jurisdiction and venue (Colorado)**

ON-CALL AGREEMENT FOR PROFESSIONAL SERVICES

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

WITNESSETH:

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

WHEREAS, the City desires to obtain professional system development services; and

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

WHEREAS, Consultant’s proposal was selected for award of the On-Call Systems Development Services contract (the “**Project**”); and

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

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

ARTICLE I. LINE OF AUTHORITY

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

ARTICLE II. SCOPE OF WORK AND CONSULTANT RESPONSIBILITIES

A. Scope of Services. Consultant shall provide professional services and provide deliverables for the City as designated by the CEO, and/or her designee, from time to time and as described in the attached *Exhibit A* (“**Scope of Work**”) and in accordance with Task Orders, schedules and budgets set by the City. The City may, through a Task Order and without requiring amendment to this Agreement, make minor changes, additions, or deletions to the Scope of Work without change to the Maximum Contract Amount.

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

C. Standard of Performance.

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

2. Consultant understands and acknowledges that it may be required to create and assist in the implementation of the drawings, plans, specifications, reports, and/or any other such deliverables necessary to complete the work (collectively hereinafter referred to as the “**Design Deliverables**”), as required by the City.

3. Consultant shall strictly conform to and be bound by written standards, criteria, budgetary considerations, Task Orders, Notices to Proceed, and memoranda of policy furnished to it by the City.

4. If required by the City, Consultant shall develop Design Deliverables using Building Information Modeling (“**BIM**”) as set forth in the Design Standards Manual, which is incorporated herein by reference. For each Task Order, Consultant will develop a draft BIM Project Execution Plan (“**BPXP**”) with the City and all sub-consultants.

5. Consultant shall organize its Design Deliverables for any method of construction contracting selected by the City. Consultant shall fully coordinate Design Deliverables with the contractor selected to construct the work outlined in the Design Deliverables.

6. In performing all work under this Agreement, Consultant shall fully coordinate and integrate all services and Design Deliverables with related work being performed by other contractors, Consultant’s sub-contractors, the City, the City’s consultants, related suppliers and subcontractors of any tier, and, at the City’s request, other adjacent projects at DEN.

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

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

E. Construction Administration. If the City tasks Consultant with construction administration duties, such duties shall commence upon the earlier to occur of the following events: (a) the City's execution of a construction contract(s); (b) issuance of a construction task order pursuant to an existing construction contract; or (c) the City's issuance of the notice to proceed to the contractor(s).

F. Subcontractors.

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

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

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

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

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

G. Personnel Assignments.

1. Consultant or its subcontractor(s) shall assign all key personnel identified in this Agreement, including Task Order(s) to perform work under this Agreement ("Key Personnel"). Key Personnel shall perform work under this Agreement, unless otherwise approved in writing by the Choose an item. or his/her authorized representative.

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

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

4. If Consultant fails to correct such performance, then the City may revoke its approval of the Key Personnel or other personnel in question and notify Consultant that such Key Personnel or other personnel will not be retained on this Project. Within ten (10) days of receiving this notice, Consultant shall use its best efforts to obtain adequate substitute personnel who must be approved in writing by the Project Manager. Consultant's failure to obtain the Project Manager's approval shall be grounds for Termination for Cause in accordance with Article IV, Section C.3.

ARTICLE III. OWNERSHIP AND DELIVERABLES

Upon payment to Consultant, all records, data, deliverables, and any other work product prepared by Consultant or any custom development work performed by Consultant for the purpose of performing this Agreement on or before the day of payment shall become the sole property of the City. Upon request by the City, or based on any schedule agreed to by Consultant and the City, Consultant shall provide the City with copies of the data/files that have been uploaded to any database maintained by or on behalf of Consultant or otherwise saved or maintained by Consultant as part of the services provided to the City under this Agreement. All such data/files shall be provided to the City electronically in a format agreed to by the Parties. Consultant also agrees to allow the City to review any of the procedures Consultant uses in performing any work or other obligations under this Agreement, and to make available for inspection any and all notes, documents, materials, and devices used in the preparation for or performance of any of the scope of work, for up to six (6) years after termination of this Agreement. Upon written request from the City, Consultant shall deliver any information requested pursuant to this Article within ten (10) business days in the event a schedule or otherwise agreed-upon timeframe does not exist.

ARTICLE IV. TERM AND TERMINATION

A. Term. The Term of this Agreement shall commence on February 15, 2022 (the “**Effective Date**”) and shall expire on February 14, 2025, unless terminated in accordance with the terms stated herein (the “**Expiration Date**”). The Term of this Agreement may be extended for two periods of one (1) year each, on the same terms and conditions, by written notice from the CEO to Consultant. However, no extension of the Term shall increase the Maximum Contract Liability stated below.

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

C. Suspension and Termination.

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

2. Termination for Convenience. The City may terminate this Agreement or any Task Order at any time without cause upon written notice to Consultant from the Director.

3. Termination for Cause. In the event Consultant fails to perform any provision of this Agreement, including any provision of any Task Order, the City may either:

a. Terminate this Agreement or the Task Order for cause with ten (10) days prior written notice to Consultant; or

b. Provide Consultant with written notice of the breach and allow Consultant an Opportunity to Cure.

4. Opportunity to Cure. Upon receiving the City's notice of breach pursuant to Section C.3.b of this Article, Consultant shall have five (5) days to commence remedying its defective performance. If Consultant diligently cures its defective performance to the City's satisfaction within a reasonable time as determined by the City, then this Agreement or the Task Order shall not terminate and shall remain in full force and effect. If Consultant fails to cure the breach to the City's satisfaction, then the City may terminate this Agreement or the Task Order pursuant to Article IV, Section C.3.a.

5. Compensation for Services Performed Prior to Suspension or Termination Notice. If this Agreement or any Task Order is suspended or terminated, the City shall pay Consultant the reasonable cost of only those services performed to the satisfaction of the CEO or his/her authorized representative prior to the notice of suspension or termination. Consultant shall submit a final invoice for these costs within thirty (30) days of the date of the notice. Consultant has no right to compensation for services performed after the notice unless directed to perform those services by the City as part of the suspension or termination process or as provided in Section 6 below.

6. Reimbursement for Cost of Orderly Termination. In the event of Termination for Convenience of this Agreement or any Task Order pursuant to Article IV, Section C.2., Consultant may request reimbursement from the City of the reasonable costs of orderly termination associated with the Termination for Convenience as part of its submittal of costs pursuant to Section C.5. In no event shall the total sums paid by the City pursuant to this Agreement, including Sections C.5 and C.6, exceed the Maximum Contract Amount.

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

D. Remedies. In the event Consultant performs services under this Agreement in violation of any provision herein, Consultant shall be liable to the City for all costs of correcting the work without additional compensation, including but not limited to:

1. All costs of correcting and replacing any affected design documents, including reproducible drawings;

2. All removal and replacement costs of any improvements or other work installed or performed pursuant to and in accordance with design documents containing negligent errors, omissions, and/or defects; and

3. Additional costs incurred by the City, its tenants, or its other contractors arising out of Consultant's defective work.

4. These remedies are in addition to, and do not limit, the remedies available to the City in law or in equity. These remedies do not amend or limit the requirements of this Agreement.

ARTICLE V. COMPENSATION AND PAYMENT

A. Maximum Contract Amount. Notwithstanding any other provision of this Agreement, the City shall not be liable under any theory for payment for services rendered and expenses incurred by Consultant under the terms of this Agreement for any amount in excess of the sum of **Five Million Dollars and No Cents (\$5,000,000.00)** ("**Maximum Contract Amount**"). Consultant shall perform the services on the basis provided for in this Agreement, including in any Task Order, up to the Maximum Contract Amount.

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

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

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

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

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

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

2. Travel Expenses. Travel and any other expenses are not reimbursable unless such expenses are related to and in furtherance of the purposes of Consultant's engagement, are in accordance with this Agreement, and Consultant receives prior written approval of the SVP or his/her authorized representative.

G. Timesheets. Consultant shall maintain all timesheets kept or created in relation to the services performed under this Agreement and any other requires required by *Exhibit E* or in a Task Order. The City may examine such timesheets upon the City's request.

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

I. Carry Over. If Consultant's total fees for any of the services provided under this Agreement are less than the amount budgeted for, the amount remaining in the budget may be used for additional and related services rendered by Consultant if the CEO or his/her authorized

representative determines such fees are reasonable and appropriate and provides written approval of the expenditure.

ARTICLE VI. MWBE, WAGES AND PROMPT PAYMENT

A. Minority/Women Business Enterprise.

1. This Agreement is subject to Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code (“**D.R.M.C.**”), designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the “**MWBE Ordinance**”) and any Rules or Regulations promulgated pursuant thereto.

The contract goal for MWBE participation established for this Agreement by the Division of Small Business Opportunity (“**DSBO**”) is 5%.

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

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

b. If Agreement modifications are issued under the Agreement, Consultant shall have a continuing obligation to immediately inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases discussed in § 28-70, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.

c. If amendments or other contract modifications are issued under the contract that include an increase in the scope of work of this Agreement, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such amendments or modifications shall be immediately submitted to DSBO for notification purposes.

d. Those amendments or other modifications that involve a changed scope of work that cannot be performed by existing project subconsultants are subject to the original goal. Consultant shall satisfy the goal with respect to such changed scope of work by soliciting new MWBEs in accordance with § 28-70,

D.R.M.C. Consultant must also satisfy the requirements under §§ 28-64 and 28-73, D.R.M.C., with regard to changes in scope or participation. Consultant shall supply to the DSBO Director all required documentation described in §§ 28-64, 25-70, and 28-73, D.R.M.C., with respect to the modified dollar value or work under the Agreement.

e. Failure to comply with these provisions may subject Consultant to sanctions set forth in § 28-76 of the MWBE Ordinance.

f. Should any questions arise regarding DSBO requirements, Consultant should consult the MWBE Ordinance or may contact the Project's designated DSBO representative at (720) 913-1999.

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

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

2. Consultant shall provide the Auditor with a list of all subcontractors providing any services under the contract.

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

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

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

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

or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

Prompt Pay. The City will make monthly progress payments to the Consultant for all services performed under this Agreement based upon the Consultant's monthly invoices. 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/subconsultants, and all other information necessary to assess the Consultant's progress. Invoices shall be accompanied by documentation of expenses for which reimbursement is sought, and all other 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.

1. Final Payment to the Consultant shall not be made until after the Project is accepted, and all certificates of completion, record drawings and reproducible copies are delivered to the City, and the Agreement is otherwise fully performed by the Consultant. The City may, at the discretion of the Director, withhold reasonable amounts from billing and the entirety of the final payment until all such requirements are performed to the satisfaction of the Director. However, no deductions shall be made from the Consultant's compensation because of penalty, liquidated damages or other sums withheld from payments to consultants.

2. **Prompt Pay of MWBE Subcontractors.** For contracts of one million dollars (\$1,000,000.00) and over to which § 28-72, D.R.M.C. applies, the Consultant is required to comply with the Prompt Payment provisions under § 28-72, D.R.M.C., with regard to payments by the Consultant to MWBE subcontractors. The Consultant shall make payment by no later than thirty-five (35) days from receipt by the Consultant of the subcontractor's invoice.

ARTICLE VII. INSURANCE REQUIREMENTS

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

B. Unless specifically excepted in writing by DEN Risk Management, if Consultant shall be using subcontractors to provide any part of the services under this Agreement, Consultant shall do one of the following:

1. Include all subcontractors performing services hereunder as insureds under its required insurance and specifically list on all submitted certificates of insurance required under *Exhibit C*; or

2. Ensure that each subcontractor provides its own insurance coverage in accordance with the requirements set forth in this Agreement.

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

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

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

ARTICLE VIII. DEFENSE AND INDEMNIFICATION

A. To the fullest extent permitted by law, 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 that are attributable to the negligence or fault of the Consultant or the Consultant's agents, representatives, subcontractors, or suppliers ("**Claims**"). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.

B. Consultant's obligation to defend and indemnify City may be determined after Consultant's liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the parties. Consultant's duty to defend and indemnify City shall relate back to the time written notice of the Claim is first provided to City regardless of whether suit has been filed and even if Consultant is not named as a Defendant.

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, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time. Such payments on behalf of 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 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.

ARTICLE IX. DISPUTES

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

ARTICLE X. GENERAL TERMS AND CONDITIONS

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

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

C. Compliance with all Laws and Regulations.

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

2. Consultant shall perform all work in compliance with Executive Order 123 regarding Sustainability, including the requirement that all new City buildings and major renovations will be certified to the applicable LEED Gold Certification, with the goal of achieving LEED Platinum where economically feasible. Consultant also shall comply with all applicable DEN design and construction standards, including the DEN Design Standards Manuals, which are incorporated herein by reference. Current versions can be found at:

<https://business.flydenver.com/bizops/bizRequirements.asp>.

D. Compliance with Patent, Trademark and Copyright Laws.

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

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

E. Notices.

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

by Consultant to:

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

And by the City to:

Vendor Name
Street Address
City, State, Zip Code
Attn: Vendor's Contact Name

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

or emailed, but such substitutions shall not be effective until actual receipt of written or electronic notification thereof through the method contained in Subsection E.2.

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

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

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

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

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

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

K. Cooperation with Other Contractors.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XI. RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS

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

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

C. Advertising and Public Disclosures. Consultant shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the SVP or his/her authorized representative. Any oral presentation or written materials related to DEN shall include only presentation materials, work product, and technical data which have been accepted by the City,

and designs and renderings, if any, which have been accepted by the City. Consultant shall notify the SVP in advance of the date and time of any such presentations. Nothing herein, however, shall preclude Consultant's transmittal of any information to officials of the City, including without limitation, the Mayor, the CEO, any member or members of Denver City Council, and the Auditor.

D. Colorado Open Records Act.

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

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

E. Examination of Records and Audits.

1. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Consultant's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Consultant shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of six (6) years after the final payment under the Agreement or expiration of the applicable statute of limitations, if longer than six (6)

years. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Consultant to make disclosures in violation of state or federal privacy laws. Consultant shall at all times comply with D.R.M.C. §20-276.

2. Additionally, Consultant agrees until the expiration of six (6) years after the final payment under the Agreement, any duly authorized representative of the City, including the CEO or his or her representative, shall have the right to examine any pertinent books, documents, papers and records of Consultant related to Consultant's performance of this Contract, including communications or correspondence related to Consultant's performance, without regard to whether the work was paid for in whole or in part with federal funds or was otherwise related to a federal grant program.

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

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

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

H. Conflict of Interest.

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

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

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

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

I. Prohibition Against Employment of Illegal Aliens to Perform Work Under this Agreement.

1. The Agreement is subject to § 8-17.5, C.R.S., and D.R.M.C. § 20-90 and Consultant is liable for any violations as provided in said statute and ordinance.

2. Consultant certifies that:

a. 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.

b. 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.

3. Consultant also agrees and represents that:

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

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

c. 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.

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

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

f. 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.

ARTICLE XII. SENSITIVE SECURITY INFORMATION

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

ARTICLE XIII. DEN SECURITY

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

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

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

ARTICLE XIV. FEDERAL RIGHTS

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

ARTICLE XV. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE

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

- Appendix 1: Standard Federal Assurances
- Exhibit A: Scope of Work
- Exhibit B: Rates
- Exhibit C: Insurance Requirements
- Exhibit D: Task Proposals and Execution Process
- Exhibit E: Scheduling, Progress Reporting, Invoicing and Correspondence Control

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

- Appendix 1
- Article I through XVI hereof
- Exhibit A
- Exhibit B
- Exhibit C
- Exhibit D
- Exhibit E

ARTICLE XVI. CITY EXECUTION OF AGREEMENT

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

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

[SIGNATURE PAGES FOLLOW]

Contract Control Number: PLANE-202157562-[[This Amendment Number]]
Contractor Name: ANY VENDOR

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number: PLANE-202157562-[[This Amendment Number]]
Contractor Name: ANY VENDOR

By: _____

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Appendix No. 1

Standard Federal Assurances and Nondiscrimination Non-Federal Contract Provision

A5 CIVIL RIGHTS - GENERAL

A5.3.1 Clause that is used for Contracts

GENERAL CIVIL RIGHTS PROVISIONS

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

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

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

A6.3.1 Title VI Solicitation Notice

Title VI Solicitation Notice:

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

A6.4 CONTRACT CLAUSES

A6.4.1 Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements:

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

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

A6.4.2 Title VI Clauses for Deeds Transferring United States Property

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

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

NOW, THEREFORE, the Federal Aviation Administration as authorized by law and upon the condition that the (*Title of Sponsor*) will accept title to the lands and maintain the project

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

(HABENDUM CLAUSE)

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

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

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

A6.4.3 Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program

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

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

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, (*Title of Sponsor*) will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the (*Title of Sponsor*) will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the (*Title of Sponsor*) and its assigns.*

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

A6.4.4 Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

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

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or

national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

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

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

A6.4.5 Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of

the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

A17.3 SOLICITATION CLAUSE

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The [**Contractor** | **Consultant**] has full responsibility to monitor compliance to the referenced statute or regulation. The [**Contractor** | **Consultant**] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

A20.3 CONTRACT CLAUSE

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of

the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

EXHIBIT A

SYSTEMS DEVELOPMENT CONTRACT PROCUREMENT

GENERAL SCOPE OF WORK (SOW)

The Consultant will assist DEN in developing the AIM Development business process and software systems to enhance and integrate them in order to improve DEN's ability to deliver on-time and on-budget projects, with real-time access to project information and status while minimizing the costs associated with the implementation of the Capital Improvement Program. The Consultant's employees at DEN will have expertise in one or more of the assigned areas, including business processes, design and construction, and software design and integration.

The Consultant will be the principle staffing source to DEN's Program Management Office to provide professional and technical support for the five work packages of this contract:

- Enhancement of existing business processes
- Implementation of new business processes
- Systems Integration
- Systems Management and Technical Support
- Organizational Change

The Consultant will be an integral members of DEN's Program Management Office team and a true Owner's Representative to the airport.

PROCESS ENHANCEMENTS

DEN currently utilizes Unifier to manage the following business processes:

- Contract Management
- Task Order Management
- Budget Amendments / Changes
- Cost Reporting
- Payment Applications
- Change Management
- Submittals
- RFIs

The Consultant will provide technical solutions for modifications and enhancements to fix errors and maintenance issues for these business processes.

NEW BUSINESS PROCESS IMPLEMENTATIONS

The Consultant will provide design, development, implementation and integration of new and/or existing software applications AIM Development is using for project management. This also includes definitions and documentation, such as security requirements, standards compliance and compatibility requirements. The Consultant will also assist in the development of user aides, testing scripts and training materials.

AIM Development plans to implement the following business process to enhance DEN's reporting capabilities:

- Program Set Up / Project Initiation
- Processes pertaining to the close out of a project
- Design Management
- Permitting
- Quality Assurance
- Cost Management
- Document Management

SYSTEMS INTEGRATION

The Consultant will provide project management and best practice guidance and recommendations to develop an integrated approach to leveraging the Oracle Primavera P6, Unifier, Analytics and the integration of these applications with other DEN software products to optimally meet the current and future needs of AIM Development, including the Program Management Office.

In 2020, AIM Development Program Management Office has installed and configured Oracle Analytics. Oracle Analytics is a powerful business-intelligence solution that provides insights into AIM Development's portfolio so DEN can uncover trends and identify issues before they escalate, and help DEN make better, more informed decisions. The Program Management Office is planning to further develop new and expand existing dashboard/reports to incorporate data from other systems such Textura and Workday. The Consultant will provide staff to update AIM Developments data model with the integration of other systems and support the Program Management Office with the development of new dashboards in Analytics.

SYSTEMS MANAGEMENT AND TECHNICAL SUPPORT

The Consultant will:

- provide maintenance support to ensure the business processes are functioning properly; apply fixes and enhancements on existing previously working solutions on as needed basis.
- Provide training to PMO PMIS Administrators to ensure the knowledge about system design is transferred to DEN and Administrators can independently utilize the system.

ORGANIZATIONAL CHANGE MANAGEMENT

In line with the implementation of DEN's business processes, the Consultant will develop training plans, communication protocols, roll-out strategy and advising on industry best practices for user adoption and organizational change management.

DEN SYSTEMS

The Consultant shall provide staff who are knowledgeable about the following DEN Systems and other systems that DEN might identify or the Consultant might propose as desirable to use in the future as determined by DEN.

DEN AIM Development has configured and is currently using the following Oracle Primavera cloud applications Release 19.12:

- Unifier (Cost Controls and Project Delivery)
- P6 EPPM
- P6 Team Member
- Primavera Administration (Oracle Identity Cloud Service)
- Analytics
- BI Publisher

Besides Oracle Primavera project management systems DEN AIM Development personnel is utilizing the following software applications:

- Textura Payment Management
- Workday Financial Management
- MS SharePoint
- BIM Construction Management/Autodesk BIM 360 Field

EXHIBIT C

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

A. Certificate Holder

The certificate shall be issued to: CITY AND COUNTY OF DENVER
Denver International Airport
8500 Peña Boulevard, Suite 8810
Denver CO 80249
Attn: Risk Management

B. Acceptable Certificate of Insurance Form and Submission Instructions

Please read these requirements carefully to ensure proper documentation and receipt of your certificate(s) of insurance.

- ACORD FORM (or equivalent) certificate is required.
- SUBMIT via emailed in pdf format to: contractadmininvoices@flydenver.com
- ELECTRONIC CERTIFICATES are required, hard copy documents will not be accepted.
- THIRD PARTY SOFTWARE may be implemented during the term of this Agreement to manage insurance compliance and documents with required use by Vendor of such system.
- REFERENCE on the certificate must include the DEN assigned Contract Number.

C. Coverages and Limits

1. Commercial General Liability:

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

- a. Coverage shall include contractual liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.
- b. Coverage shall include Mobile Equipment Liability, if used to perform services under this Agreement.

2. Business Automobile Liability:

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

- a. If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required.
- b. If Consultant does not have blanket coverage on all owned and operated vehicles and will require unescorted airside driving privileges, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.
- c. The policy must not contain an exclusion related to operations on airport premises.
- d. If transporting waste, hazardous material, or regulated substances, Consultant shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.

- e. If Consultant is an individual or represents that Consultant does not own any motor vehicles and/or Consultant's owners, officers, directors, and employees use their personal vehicles for business purposes, Personal Automobile Liability insurance coverage will be accepted provided it includes a business use endorsement.
 - f. If Consultant will be completing all services to DEN under this Agreement remotely, this requirement will be waived.
3. Workers' Compensation and Employer's Liability Insurance:
Consultant shall maintain workers compensation coverage in compliance with the statutory requirements of the state(s) of operation and Employer's Liability insurance with limits no less than \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- a. If Consultant is a sole proprietor, Workers' Compensation and Employer's Liability is exempt under the Colorado Workers' Compensation Act. It is the sole responsibility of the Consultant to determine their eligibility for providing this coverage and executing all required documentation with the State of Colorado.
4. Professional Liability (Errors and Omissions) Insurance:
Consultant shall maintain a minimum limit of \$1,000,000 each claim and annual aggregate, providing coverage for all applicable professional services outlined in this Agreement.
5. Technology Errors and Omissions, Network Security, and Privacy Liability (Cyber):
Consultant shall maintain a limit no less than \$1,000,000 each claim and annual aggregate.
- a. Coverage shall include negligent acts, errors, mistakes and omissions arising out of the scope of services of this Agreement performed by Contractor, or any person employed or contracted by Contractor.
 - b. Coverage shall include, but not be limited to, liability arising from theft, dissemination and/or use of personal, private, confidential, information subject to a non-disclosure agreement, including information stored or transmitted, privacy or cyber laws, damage to or destruction of information, intentional and/or unintentional release of private information, alteration of information, extortion and network security, introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon, advertising injury, personal injury (including invasion of privacy), intellectual property offenses related to internet, forensic investigations and business interruption coverage.
6. Unmanned Aerial Vehicle (UAV) Liability:
If Consultant desires to use drones in any aspect of its work or presence on DEN premises, the following requirements must be met prior to commencing any drone operations:
- a. Express written permission must be granted by DEN.
 - b. Express written permission must be granted by the Federal Aviation Administration (FAA).
 - c. Drone equipment must be properly registered with the FAA.
 - d. Drone operator(s) must be properly licensed by the FAA.
 - e. Contractor must maintain UAV Liability including flight coverage, personal and advertising injury liability, and hired/non-owned UAV liability for its commercial drone operations with a limit no less than \$1,000,000 combined single limit each occurrence for bodily injury and property damage.

7. Excess/Umbrella Liability:

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

D. Reference to Project and/or Contract

The City Project and/or Contract Number and project description shall be noted on the Certificate of Insurance.

E. Additional Insured

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

F. Waiver of Subrogation

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

G. Notice of Material Change, Cancellation or Nonrenewal

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

1. Such notice shall reference the DEN assigned contract number related to this Agreement.
2. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal or reduction in required coverage unless due to non-payment of premiums for which notice shall be sent ten (10) days prior.
3. If such written notice is unavailable from the insurer or afforded as outlined above, Consultant shall provide written notice of cancellation, non-renewal and any reduction in required coverage to the Certificate Holder within seven (7) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer's as verification.

H. Additional Provisions

1. Deductibles, Self-Insured Retentions, or any other type of retention are the sole responsibility of the Consultant.
2. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
3. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under all policies where Additional Insured status is required.
4. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City is included under all policies where Additional Insured status is required.
5. The insurance requirements under this Agreement shall be the greater of (i) the minimum limits and coverage specified hereunder or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Lessee. It is agreed that the insurance requirements set forth herein shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums set forth in this Agreement.
6. All policies shall be written on an occurrence form. If an occurrence form is unavailable or not industry norm for a given policy type, claims-made coverage will be accepted by the City provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to the City, whichever is earlier, and continuous coverage will be maintained or an extended discovery period of three years beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.

7. Consultant shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required minimum per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required minimum per occurrence limit, the Consultant will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage remains in force.
8. Certificates of Insurance must (i) specify the issuing companies, policy numbers and policy periods for each required form of coverage, (ii) be issued and signed by an authorized entity and (iii) be submitted to the City at the time Contractor signed this Agreement.
9. The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
10. Certificate of Insurance and Related Endorsements: The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements 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 acceptance of any submitted insurance certificate is subject to the approval of DEN Risk Management. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Consultant is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements herein.
11. The City shall have the right to verify or confirm, at any time, all coverage, information or representations, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit the City may elect to undertake.
12. No material changes, modifications or interlineations to insurance coverage required by this Agreement shall be allowed without the review and written approval of DEN Risk Management.
13. Consultant shall be responsible for ensuring DEN is provided updated Certificate(s) of Insurance ten (10) days prior to each policy renewal.
14. Consultant's failure to maintain the insurance required by this Agreement shall be the basis for immediate termination of this Agreement at DEN's sole discretion and without penalty to the City.

Exhibit D

ON-CALL PROFESSIONAL SERVICES DESIGN AND ENGINEERING

TASK ORDER PROPOSALS AND EXECUTION PROCESS

Revised: August 2020

1 INTRODUCTION

1.1 THE FACILITY DESCRIPTION

1.1.1 The Denver International Airport Terminal Complex consists of the main terminal, north terminal support facility, airport office building, modular parking structures with integral vehicle curbsides, three airside concourses, hotel and transit center, central utility plant, and numerous ancillary support facilities including mechanical and electrical systems located below grade which serve these above grade facilities.

1.2 GENERAL SCOPE

1.2.1 The Airport maintains on-call professional design services contracts to provide various engineering, architectural, and cost estimating services on an as needed basis. The Task Order scopes of work are defined on an individual basis and may include modifications and additions to existing airport facilities and systems. Conducting these design services will include programming; testing; performing studies; providing preliminary designs; site inspections; field investigations, developing and maintaining construction documents, plans, specifications; preparing cost estimates; and providing construction administration for various mechanical and electrical systems additions, improvements and modifications.

1.2.2 Should a Task Order scope of work require an engineering discipline that is not currently represented on the Consultant's team, the Consultant will be requested to add that discipline as part of the team for that specific Task Order scope of work. Consultant will identify a specialty subconsultant for the required discipline and will submit the subconsultant's qualifications, personnel pay classifications, and agreed hourly billing rates if the rates are not included on Exhibit B for the City's approval prior to contracting for services with that subconsultant.

1.2.3 The term "Task Order" when it is used in this Agreement means all of the work associated with the proposal preparation; preparation of design and construction documents, plans, specifications, and estimates; and construction administration for any and all professional design services as requested by the Senior Vice President of Airport Infrastructure Management (SVP of AIM) Development or the designated DEN representative.

2 CONSULTANT'S SPECIFIC SCOPE OF WORK

2.1 CONSULTANT SERVICES

2.1.1 The Consultant, as deemed necessary by the SVP of AIM Development or the designated DEN representative, will be required to provide professional design and engineering services for specific task scopes of work. The Consultant must be a licensed architect or professional engineer in the State of Colorado. The Consultant's general scope of work requirements are detailed in, and its activities will comply with, the Agreement and the current Design Standards Manuals including but not limited to: Standards and Criteria, Digital Facilities and Infrastructure, Structural,

Electrical, Mechanical, Architectural, Civil, Life Safety Systems, Communications and Electronic Systems, Sustainability, and this Exhibit for the duration of the Agreement.

2.1.2 Specific task scopes of work, which will be issued with a Task Order Request for Proposals, which may include but are not limited to the following:

- 2.1.2.1 Design administration
- 2.1.2.2 Design analysis programming
- 2.1.2.3 {edit for all specific discipline design} design
- 2.1.2.4 Energy and/or LEED analysis and conformance to latest energy requirements
- 2.1.2.5 Cost estimating services
- 2.1.2.6 Security, communications, lightning protection design services
- 2.1.2.7 Construction schedule services
- 2.1.2.8 Preparation and reproduction of schematic, bid, and construction documents.
- 2.1.2.9 Bid evaluation
- 2.1.2.10 Commissioning coordination
- 2.1.2.11 Code analysis
- 2.1.2.12 Building information modeling in Revit
- 2.1.2.13 Construction administration
- 2.1.2.14 Agreement closeout services
- 2.1.2.15 Preparation of record or “as built” documents to include, but not limited to, updated Revit models

2.2 TASK ORDER SCOPE OF WORK

2.2.1 The SVP of AIM Development or the designated DEN representative will issue to the Consultant a Task Order Request for Proposal (see form PS-02) for each specific Task Order. If the work will produce a product used for construction, the City will also issue a construction budget. The Consultant will prepare and submit a fee proposal and its Task Order design schedule within 14 days of receipt of the signed Task Order Request for Proposal, unless an alternate delivery duration is defined by the DEN Project Manager in the Task Order Request for Proposal. Task Order Requests for Proposal may not result in an executed Task Order.

2.2.2 The Consultant shall provide a fee proposal that includes the following:

- 2.2.2.1 A narrative of the understanding of the requested Task Order including all assumptions, exclusions, expenses, and breakdown of scope of work performed by all subconsultants.
- 2.2.2.2 A completed Fee Proposal Spreadsheet (see Form PS-F) broken down by personnel pay classifications, agreed hourly billing rates (see Exhibit B), schedule, and hours necessary to complete the Task Order scope of work.
- 2.2.2.3 A schedule identifying all phases of scope of work with DEN review durations.

2.2.2.4 Identification of lump sum not to exceed design fee.

2.3 TASK ORDER REQUEST FOR PROPOSAL

- 2.3.1 For each Task Order scope of work issued, the City will review the fee proposal and Task Order design schedule. The Consultant will not begin work on any Task Order scope of work without having received a fully executed On-Call Task Order Authorization (see form-PS-03). In the event of approval of the Consultant's fees and schedule, the Consultant will perform such work within the time agreed and for the compensation that is approved by the SVP of AIM Development or the designated DEN representative.
- 2.3.2 Design Standards Manuals: Each Task Order Request for Proposal will identify the specific chapters or volumes of the DEN Design Standards Manuals (DSMs) that will be applicable to the Task Order scope of work. The Consultant will prepare its fee proposal based upon the Task Order definition and performing the requirements defined in each applicable chapter of the design standards manual. These DSMs are documents which define the requirements for project design, constructability, operability, and performance for airport projects. As such, these documents are periodically updated, revised, and improved. Throughout the duration of this Agreement the most current version of the published DSMs will apply at the time of each On-Call Task Order Authorization, and these versions will supersede previous published versions.
- 2.3.3 DEN Technical Specifications and Criteria: Denver International Airport has developed specific technical specifications and criteria for, but not limited to, various mechanical, electrical, communications, security systems, structural systems, process procedures, etc. The Consultant will be provided those specifications and criteria for the development of each assigned Task Order(s). The Consultant will review those technical specifications to determine if the technical specifications and / or criteria are contrary to or in opposition to its professional judgment, to its standard professional office practices, or to the standard level of care performed by competent professionals performing similar duties and responsibilities on similar projects. If, as the result of this review, the Consultant's opinion is that the DEN technical specifications and criteria are requiring design and engineering services that are contrary to its professional judgment and professional responsibility, the Consultant will produce a written detailed report outlining its concerns and defining specifically the items of the specifications and criteria that cause its concern. The Consultant will participate in a meeting with DEN personnel to discuss these issues and reach agreement on the direction and development of the Task that will allow the Consultant to proceed within its acceptable standard of care. Technical specifications shall not be used between multiple tasks without written approval of the DEN Project Manager.
- 2.3.4 Following this agreement, the Consultant acknowledges that the design and engineering of the Task is produced in accordance with the Agreement, including its standard of care and accepts full responsibility for the design and engineering of the Task Order according to the rules, regulations, and laws governing its activities.

2.4 CONSULTANT'S PERSONNEL ASSIGNED TO THIS AGREEMENT

- 2.4.1 The Consultant will assign a lead project manager to this Agreement who has experience and knowledge of design and construction industry standards. At a minimum, the project manager must be a licensed architect or registered professional engineer in the State of Colorado. The project manager will be the contact person in dealing with the airport on matters concerning this Agreement and will have the full authority to act for the Consultant's organization and at the direction of the SVP of AIM Development or the designated DEN representative. This project manager will remain on this Agreement during the entire Agreement term, while in the employ of the Consultant, or until such time that his / her performance is deemed unsatisfactory by the City and a formal written request is submitted which requests the removal of the project manager.
- 2.4.2 Should the City request the removal of a project manager, the Consultant will replace that project manager with a person of similar or equal experience and qualifications. The replacement project manager is subject to the approval of the SVP of AIM Development or the designated DEN representative.
- 2.4.3 The Consultant may choose to replace a project manager with a principal, associate principal or other individual that is at a higher hourly billing rate. The time that the principal, associate principal or other individual devotes to tasks that are normally performed by a project manager will be billed at the project manager hourly billing rate. DEN will not pay for work not related to DEN or that DEN deems is not necessary for the scope of work required of Consultant or its project manager.
- 2.4.4 The Consultant may submit, and the City will consider a request for reassignment of a project manager, should the Consultant deem it to be in the best interest of the Consultant's organization or for that project manager's career development or in the best interest of the City. Reassignment will be subject to the approval of the SVP of AIM Development or the designated DEN representative.
- 2.4.5 If the City allows the removal of a project manager, the replacement project manager must have similar or equal experience and qualifications to that of the original project manager. The replacement project manager's assignment to this Agreement is subject to the approval of the SVP of AIM Development or the designated DEN representative.

2.5 DILIGENCE

- 2.5.1 The Consultant will perform the services defined by the individual Task Order scope of work in a timely manner and as directed by the SVP of AIM Development or the designated DEN representative.
- 2.5.2 The Consultant shall submit their design QA/QC plan with all Task Order proposals and a current status of the plan per Task Order at any time requested by the DEN Project Manager.

2.6 COOPERATION

- 2.6.1 The Consultant will fully cooperate and coordinate with other Consultants and approved DEN contractors performing work at DEN. Particularly those consultants and contractors whose work connects or interfaces with the Consultant's Task Order scope of work. The Consultant's fee proposal for each Task Order will include coordination with consultants that have current projects and future DEN projects that are identified at the time that the Consultant is preparing a fee proposal.

3 MISCELLANEOUS REQUIREMENTS

3.1 EXISTING FACILITY INFORMATION

- 3.1.1 City Supplied Documents: As tasks are defined, DEN will make available the Agreement record documents, when they exist, related to that specific Task Order scope of work.
 - 3.1.1.1 Electronic files of Construction Drawings (Task Order Specific)
 - 3.1.1.2 Available BIM files for areas of work (Task Order Specific)
 - 3.1.1.3 Electronic copies of available Technical Specifications (Task Order Specific)
 - 3.1.1.4 3-D Scans of spaces (Task Order Specific)
- 3.1.2 Information Gathering: The Consultant will include in its fee proposal for each Task Order, the cost of providing personnel at DEN to gather Task Order information from the DEN AIM Records Management section. This will include, but not be limited to: review of hard copy project records documents, review of electronic record documents, site investigations, etc. The DEN electronic documents are not necessarily representative of as-builts conditions in the field. The Consultant's Task Order fee proposals will always include field verification of existing conditions and producing a set of as-built architectural, structural, mechanical, electrical and other systems documents in electronic format as defined in each Task Order Request for Proposal. Once the On-Call Task Order Authorization is received by the Consultant, the Consultant will begin the Task Order as-builts.

3.2 AIRPORT SECURITY REQUIREMENTS

- 3.2.1 Airport Badges: The Consultant will obtain Airport ID badges for personnel who work in the Restricted Area. All badging requirements are described within the Agreement, original RFP documents, and DEN and Federal Aviation Administration rules and regulations.

4 OWNERSHIP OF PLANS AND DOCUMENTS

4.1 PLANS AND DOCUMENTS

- 4.1.1 Documents prepared for the Project, whether in a tangible or intangible form, without limitation, are works for hire and will become the property of the City and County of Denver, whether the Project is completed or not. The overall design of the Project shall be unique to this Project, and the Consultant will not replicate or otherwise use the overall design of the Project for any other project. The Consultant may retain reproducible copies of such documents so long as the hard copy originals

and electronic documents are delivered to the City. The City may use all documents prepared by the Consultant and/or its subconsultant to complete the Project and for additions to this Project and for other facilities developed by or on behalf of the City. The City agrees not to sell any such documents to others, except for a sale or assignment in connection with the sale of the Project. Any such use or reuse by the City or others for facilities developed by or on behalf of the City other than this Project, without written verification or adaptation by the Consultant for the specific purpose intended, will be at the City's sole risk and without liability or legal exposure to the Consultant.

- 4.1.2 The City may grant the Consultant a nonexclusive license to use portions of the contents of the drawings, specifications and other documents on other projects except for any aggregation of items that would detract from the uniqueness of the overall design of this Project.
- 4.1.3 As provided in the contract, Article III, all writings or works of authorship, including, without limitation, all drawings and specifications and other documents, produced or authored by the Consultant and/or its subconsultants in the course of performing services for the City and developed for the City for the Project, together with any copyrights on those writings or works of authorship, are works made for hire and the property of the City. To the extent that any writings or works of authorship may not, by operation of law, be works made for hire or be within the description of the contract, Article III, Consultant irrevocably assigns to the City of the ownership of, and all rights of copyright in, such items, and the City will have the right to obtain and hold, in its own name, rights or copyright, copyright registrations and similar protections which may be available in such works. The Consultant agrees to give the City or its designees all assistance reasonably required to perfect such rights. All contracts entered into with the Consultant and between and/or its subconsultants will contain a provision acknowledging and confirming the City's ownership of all writings and works of authorship as described in this provision.

5 TASK ORDER EXECUTION

5.1 TASK ORDER NOTICE TO PROCEED

- 5.1.1 Notification: The City will provide written notification to the Consultant to proceed with a Task Order scope of work. This written notification will come in the form of a signed On-Call Design Services Authorization (see form PS-03). The Consultant will not be authorized to proceed with the work described in this Exhibit or a Task Order Request For Proposal and the City will not be obligated to fund any work performed by the Consultant, until the City has provided signed, written notification to the Consultant that the work is to be performed.
- 5.1.2 Kick-off meeting: Upon written notification to the Consultant to proceed with a Task Order scope of work, the City will schedule and hold a meeting with the Consultant and all stakeholders to review the scope of work and schedule, familiarize the Consultant with all internal processes, establish invoicing final requirements, and

establish required meetings dates. The City will provide monthly training for the Primavera Unifier system to Consultants.

- 5.1.3 Schedules: Immediately following the kick-off meeting, the Consultant shall submit to DEN's Project Manager, a rolling three-week, look-ahead schedule, for the following three week's work.

5.2 DESIGN

- 5.2.1 Required Documentation: Unless specifically identified in the Task Order Request for Proposal, refer to the DEN Design Standards Manuals for specific documentation requirements for each discipline.
- 5.2.2 Submittals: Upon receipt of the executed Task Order, the Consultant will proceed with Task Order scope of work on all Task Order deliverables, submittals, meeting minutes, change requests, and shall be managed through the Primavera Unifier system. Refer to the Standards and Criteria DSM for design phase submittal requirements. All submittals shall include a completed PS-23 Design Quality Control Checklist and Environmental Checklist for Planning ES-2 forms.
- 5.2.3 Design Reviews: All Consultant design submittals may be subject to DEN review, as determined by the Task Order and the DEN Project Manager. Consultant shall include DEN reviews in their design schedule, with appropriate timeframes as outlined in the Standards and Criteria DSM or as defined by the Task Order Scope of Work. Upon receipt of DEN review comments, Consultant may request a comment resolution meeting to be scheduled with DEN reviewers. Responses to all DEN comments shall be provided by Consultant within seven (7) calendar days after receipt of comments unless a different timeframe is specifically defined in the Task Order Scope of Work. Review and comments by DEN do not relieve the Consultant from liabilities of providing complete design services and is not an acceptance of any errors or omissions that may be contained in the documents. Review by DEN shall NOT be construed by the Consultant as replacing the Consultant's quality control program. Design Review Submittals by the Consultant must be reviewed by the Consultant and corrected prior to submittal to DEN. DEN reserves the right to reject any submittals when DEN determines they do not adequately represent the required level of completion, do not include all relevant design disciplines and systems, or do not include all the required documents.
- 5.2.4 Design Change Request: Changes to the scope of work initiated by the Consultant will be issued to DEN's Project Manager via a Design Change Request (DCR) (see form PS-13). Initiation of this form does not guarantee work request acceptance or grant schedule relief. Approval of the Design Change Request will be only be received by the Consultant through an executed On-Call Task Order Authorization Amendment (see form PS-04). The Consultant cannot proceed on any work changes without an executed Task Order amendment.
- 5.2.5 Value Engineering: All value engineering options not identified through the normal design iteration phase shall be submitted through Value Engineering Change

Proposal (VECP) Form (PS-16). The DEN Project Manager will provide written acceptance of all VECP's within 14 days of submission. Any VECP that does not have written acceptance is not approved.

- 5.2.6 Project Risk: when requested, the Consultant will assist the DEN Project Manager define construction project risks).

5.3 ADVERTISING FOR BID & BUILDING DEPARTMENT PLAN REVIEW

- 5.3.1 Certification of Design: Prior to advertising any project for bid or submitted to the building department for plan review, the Agreement documents shall be submitted to the DEN Project Manager accompanied by a completed Certification of Design and Construction Drawings for Advertising form (See form PS-25). For AIP funded projects the Design Certification Letter – AIP Projects (FAA) (see form PS-28) shall be used.
- 5.3.2 Advertising for Bid: All requirements for Consultant participation in project bid advertisement will be outlined in each Task Order Request for Proposal Request for Proposal.
- 5.3.3 Building Department Plan Review: Unless specifically outlined in the Task Order Request for Proposal, the Consultant shall include the costs associated with submitting Agreement documents to the City, Denver Development Services (DDS) for plan review. Agreement documents shall only be submitted to the building department with written approval by the DEN Project Manager.

5.4 CONSTRUCTION ADMINISTRATION

- 5.4.1 Construction Phase Administration: All requirements for Consultant participation will be outlined in each Task Order Request for Proposal. At a minimum refer to the Design Standards Manual, Standards and Criteria chapter 8 for requirements.

5.5 ADDITIONAL SERVICES

- 5.5.1 Changes to the scope of work initiated by the DEN Project Manager will be issued to the Consultant via a Task Order Request for Proposal for Additional Services (see form PS-05). Initiation of this form does not guarantee additional work acceptance or grant schedule relief.
- 5.5.2 Within 14 days upon receipt of the Task Order Request for Proposal for Additional Services (see form PS-5), or duration as defined in writing by the DEN Project Manager, the Consultant shall provide a lump sum not to exceed fee proposal that includes the following:
 - 5.5.2.1 A narrative of the understanding of the requested change including all assumptions, exclusions, expenses, and breakdown of additional scope of work performed by all subconsultants.
 - 5.5.2.2 A completed **On-Call {Agreement title}** Proposal Spreadsheet (see Form PS-F) broken down by personnel pay classifications, agreed hourly billing rates (see Exhibit E), schedule, and hours necessary to complete the additional scope of work.

- 5.5.2.3 A revised schedule identifying all phases of scope of work with DEN reviews.
- 5.5.3 Additional Services Authorization: Approval of the Consultant’s proposal will be through an executed Additional Services Authorization (see form PS-06). The Consultant cannot proceed on any work changes without an executed Task Order amendment.
- 5.6 TASK ORDER CLOSEOUT
- 5.6.1 Task Order Closeout Initiation: Task Order closeout will not begin without written approval from the DEN Project Manager.
- 5.6.2 Task Order Closeout Documents: Professional Services Affidavit of Completion Letter (see form PS-26) and Final Statement of Accounting (see form CM-93).
- 5.6.3 Task Order Final Payment: Final payment to the Consultant will not be released until all above information is complete and the Final Lien Release – Professional Services (see form PS-09) is submitted.

6 REFERENCED FORMS

Form #	Name
PS-02	On-Call Services Task Order Request for Proposal.docx
PS-03	On-Call Task Order Authorization (for Design).xlsx
PS-04	On-Call Task Order Authorization Amendment (for Design).xlsx
PS-05	Request for Proposal for Additional Services.docx
PS-06	Additional Services Authorization (for Design).docx
PS-07	Project Records Audit Checklist – Design.xlsx
PS-08	Partial Lien Release.docx
PS-09	Final Lien Release – Professional Services.docx
PS-13	Design Change Request (DCR).xls
PS-14	Environmental Checklist for Planning ES-02.docx
PS-16	Value Engineering Change Proposal Form.xlsx
PS-23	Design Quality Control Checklist.xlsx
PS-24	Design Closeout Checklist – Design-Professional-Task Order Services.pdf
PS-24a	Commissioning Closeout Checklist – Commissioning-Task Order Services.pdf
PS-25	Certification of Design and Construction Drawings for Advertising.docx
PS-26	Professional Services Affidavit of Completion Letter.docx
PS-28	Design Certification Letter – AIP Projects (FAA)
PS-46	Predesign Meeting Agenda.docx
PS-47	Design Meeting Minutes.docx
PS-50	Scoping Meeting Agenda.docx
CM-93	Final Statement of Accounting.docx

END OF EXHIBIT

Exhibit E

ON-CALL PROFESSIONAL SERVICES DESIGN & ENGINEERING

SCHEDULING, PROGRESS REPORTING, INVOICING AND CORRESPONDENCE CONTROL

Revised: August 2020

1 INTRODUCTION

- 1.1 This Exhibit describes the Consultant's obligations to prepare and submit schedules, budgets, invoices, progress reports, and correspondences. The Consultant shall prepare invoices that are based on its progress toward completing the Consultant's Task Order. The Consultant schedules the work and identifies the resources (costs and hours), which will be required to complete each scheduled phase of a Task Order. Those resources are totaled for each phase of the Task Order. The Consultant then measures monthly progress and prepares invoices on the basis of payment alternatives, which the Consultant must submit written approval for each Task Order as described in this Exhibit. Billing shall be at one Task Order per invoice.
- 1.2 The Consultant shall be paid on its progress toward completing a task shown on its work schedule for that Task Order. Payments for each Task Order will be calculated in accordance with the payment method set forth in each Task Order, and shall not exceed the Not-to-Exceed amount allocated to that Task Order unless modified by an approved Task Order/Task Order Amendment. Submittal of time sheets may be required concurrent with the submittal of each invoice depending on the payment method.
- 1.3 The City shall have the right to audit all payments made to the Consultant under this Agreement. Any payments to the Consultant which exceed the amount to which the Consultant is entitled under the terms of this Agreement will be subject to set-off and not approved for payment.
- 1.4 In the event of the failure by the Consultant to provide records when requested, then and in that event, the Consultant will pay to the City reasonable damages the City may sustain by reason thereof.

2 WORK SCHEDULE

- 2.1 The Consultant, working jointly with DEN, will follow the schedule management process as implemented by the AIM Development Program Management Office (PMO) to allow for seamless communications of its requirements for managing Task Orders and the City's information requirements to monitor the Consultant's activities. Task Order schedules include all activities that the Consultant must perform to complete the Consultant's Task Order scope of work. The schedule shall also identify activities or actions that must be performed by the City and third parties, which would affect the Consultant's Task Order.
- 2.2 The City will provide its comments to the Consultant within fourteen (14) days after the Task Order Schedule is submitted. The Consultant shall incorporate the City's comments into the Task Order Schedules to establish a baseline against which all progress will be measured.

3 PROGRESS PAYMENT MEASUREMENT ALTERNATIVES

- 3.1 DEN will propose and the Consultant may offer alternatives, one of the following measurement alternatives for each Task Order for calculating progress payments and reporting schedule status to the City. The City shall make the final determination and the Consultant shall use the alternative as approved for the scope of work described in the Task Order.
 - 3.1.1 Level of Effort: Progress payments will be based on the actual number of direct labor-hours expended for the period invoiced to perform a Task Order.

- 3.1.2 In Progress Status: Progress payments will be based on the percentage of designs submittals, drawings, specifications, reports or other documents, which have been prepared, submitted, and reviewed or completed. This alternative is acceptable for Task Orders, which have a long duration, and several months may elapse between submittal dates. The Consultant shall prepare a detailed worksheet for each Task Order showing a schedule of proposed billing points and the number of design submittals, drawings, specifications, reports and reviews that establish each point.
 - 3.1.3 Completion: Payments will be made for completed Task Orders. This method may be used for Task Orders whose total duration is less than one month, if applicable. Submittal of time sheets is required concurrent with the submittal of each invoice.
 - 3.1.4 Submittal Status: Progress payments will be made after the submittals described in a Task Order have been delivered and approved by the City. A portion of the fee will be allocated to each submittal as defined in the Task Order scope. Submittal of time sheets is required concurrent with the submittal of each invoice.
- 3.2 Approvals by the City of submittals do not waive any obligation by the Consultant to provide complete work that has been authorized. Authorized payments on previous invoicing may be set-off on subsequent invoicing in the event work submitted is found to be in non-compliance with the scope of work requirements.

4 INVOICES AND PROGRESS PAYMENTS

- 4.1 Task Orders will be issued for projects, which will have a pre-defined maximum value known as the Not-to-Exceed amount. The Not-to-Exceed is not a guaranteed amount to the Consultant. It is the maximum amount allowed to be paid out for the Task Order, plus or minus any pre-authorized changes. The DEN Project Manager will determine when the Task Order deliverables have been met. DEN expects that the Not-to-Exceed amount will be sufficient to complete the work required under the Task Order and DEN is not obligated to increase the Not-to-Exceed amount without support for the change from the Consultant.
- 4.2 The City will provide the Consultant with the format required to process the payment through Textura® Payment Management. Textura is the default payment system and shall be used on all projects unless an alternative method is expressly stated in the Agreement. The Consultant shall provide to the City a completed invoice report format for review and approval no later than fourteen (14) days after the issuance of Notice to Proceed. This format will identify the measurement alternatives, which will be used to measure progress for an individual task. The DEN Project Manager and the Consultant shall agree on the day of the month the Consultant's invoices shall be submitted. By the day of the month agreed to for submitting invoices, the Consultant shall invoice the City for its achieved progress on each task during the previous 30-day period. The attachment(s) which the Consultant used to calculate progress for the Task Order must be submitted with the copy of the invoice. (The DEN Project Manager must provide written approval of the format for these worksheets before they may be used).
- 4.3 The employee labor data (company name, employee name, hourly rate, and number of hours) on each invoice shall be submitted in Unifier and correspond to the specific Task Order.

- 4.4 Payment for invoices received after the day of the month agreed to for submitting invoices may be delayed. Accordingly, timely submission of invoices is required.
- 4.5 The DEN Project Manager will review all invoices and, in the event, the DEN Project Manager disagrees with the invoiced progress, he/she will notify the Consultant. The Consultant and DEN Project Manager will meet within fourteen (14) days of the receipt of the invoice to discuss the reasons for the disagreement. The DEN Project Manager shall have the authority in his/her sole and absolute discretion to reject any progress payment wherein the progress claimed for any task in the invoice has not been achieved.
- 4.6 In accordance with requirements set forth in this Agreement, the Consultant must have provided the City with the following documentation before any payments will be made to the Consultant:
 - 4.6.1 A current Certificate of Insurance providing the levels of protection required per Prime Agreement
 - 4.6.2 Signed subconsultant agreement(s)
 - 4.6.3 Final Organizational Chart (Updated with new Subconsultants as they are acquired)
 - 4.6.4 Authorization Forms (see form PS-B) for any salaried professional personnel assignment who are not already approved in this Agreement.
 - 4.6.5 Name and Title for Authorized Signatures. The table shall also include the type(s) of documents which can be signed, any dollar threshold limitations, and electronic copy of the employee's signature.
- 4.7 Monthly Invoice Checklist (see form PS-A): The Monthly Invoice Checklist must be submitted to the DEN Project Manager with each invoice. Failure to submit the Monthly Invoice Checklist and all requirements of this Exhibit will be cause for rejection of the invoice until such time that all requirements are fulfilled.
- 4.8 Final Close Out Invoice: By submitting a final close out invoice, Consultant agrees that in consideration of the prior and final payments made and all payments made for authorized changes, the Consultant agrees to release and forever discharge the City from any and all obligations, liens, claims, security interests, encumbrances and/or liabilities arising by virtue of the Agreement and authorized changes between the parties, either verbal or in writing. Consultant agrees that this release is in full settlement of any and all claims, causes of action, and liability of any nature whatsoever which Consultant, any of its subconsultants, suppliers, or the employees of each of them may now have or may assert in the future against the City, its elected and appointed officials, and its officers, employees and agents arising out of or associated with the design of the above-referenced project. It is understood and agreed that this release extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected. Final closeout invoice is due no later than 30 days after written notification of Task Order completion from DEN Project Manager.
- 4.9 Textura®: The Consultant recognizes and agrees that it is required to use the Textura® Payment Management System (CPM System) for this Project. The City will provide the Textura fee amount to the Consultant during contract negotiations. Consultant will pay the Textura fee along with any

applicable fees or taxes to Textura directly. The City will reimburse the Consultant as a pass-through expense (no mark-up) for the Textura fee with no mark-up.

5 MONTHLY PROGRESS REPORT DEVELOPMENT

- 5.1 Invoice Report: The Consultant shall submit to the DEN Project Manager an electronic submittal of the Monthly Progress Report which is based upon the requirements of Monthly Invoice Checklist (Form PS-A) with its invoice. Form PS-A shall be included as a coversheet to the Monthly Progress Report.
- 5.2 Monthly Progress Report: The exact format and detail level required for the Monthly Progress Report will be established jointly by the DEN Project Manager and the Consultant within seven (7) days after Issuance of Task Order based on a proposed format prepared by the Consultant. The Monthly Progress Report shall describe Task Order(s) completion status in terms of original plan, actual, a forecast of time to complete the Task Order(s) and any expected Task Order budget or schedule completion variances. If required by the DEN Project Manager, the Status of Task Order report shall be formatted separately for each Task Order scope of work.
- 5.3 The Consultant shall be available, when requested, to meet with City representatives to discuss the Monthly Progress Report.

6 SCHEDULE CHANGES AND INCREASE IN PROJECT AMOUNT

- 6.1 Any requests for schedule change or increases in a Task Order amount shall be submitted to the City in writing and shall include an explanation and justification for the proposed schedule and/or cost change or increases. No work may be completed without prior written approval of the DEN Project Manager and AIM Development Directors. DEN is not obligated to grant any schedule or cost changes or increases.

7 ALLOWABLE GENERAL AND ADMINISTRATIVE OVERHEAD (INDIRECT COSTS)

- 7.1 All allowable general and administrative overhead expenses are incorporated in the labor rates and classifications or the overhead / multiplier factor calculation and paid through the application of the overhead multiplier factor against core staff wage reimbursements.
- 7.2 Indirect costs are the general administrative overhead (O.H.) costs that benefit more than one project; costs that cannot be directly identified with a single specific task objective of the project. DEN's policy is to allow overhead costs in the following manner as part of the negotiated multiplier as calculated in the Labor Rates and Classifications Exhibit:
 - 7.2.1 Office Provisions: Utilities, communications systems, rent, depreciation allowances, furniture, fixed equipment.
 - 7.2.2 Supplies, Equipment & Vehicles: Office, drafting, engineering copying, postage, freight, surveying vehicles, computer drafting and graphics, computers, software.
 - 7.2.3 Maintenance and Repair: Office equipment, survey & testing equipment, buildings, vehicles.
 - 7.2.4 Insurance: Professional liability, errors and omissions liability, vehicles, facilities.

- 7.2.5 Taxes: Personal property, state & local taxes, real estate, (state and federal income taxes excluded).
- 7.2.6 Marketing fees & Publications: Licenses, dues, subscriptions, trade shows, staff support.
- 7.2.7 Management, Admin & Clerical Office Staff: All management, administrative, clerical, and management support staff not directly performing work on the specific Task Order, including those located at DEN.
- 7.2.8 Proposals: Costs of drafting proposals in response to Task Order Requests for Proposal, including personnel costs and costs for office supplies.
- 7.2.9 Other Indirect Costs: Training, technical seminars, library, financial & legal costs, employment fees & recruiting costs.
- 7.3 Non-Allowable Overhead: Including but not limited to: advertising, bad debts, bank fees, bonuses, contingencies, distribution of profits, donations, gifts, & charitable contributions, employee stock ownership plans, entertainment & social functions, state and federal income taxes, fines & penalties, goodwill, interest expense, lobbying costs, overtime premium, unallowable relocation costs pursuant to Federal Acquisition Regulations (FAR 31.205-35). If an expense is not explicitly included in this Agreement as an allowable expense, it is not an allowable expense.

8 EXPENSES

- 8.1 Expenses Reimbursed at Cost: All allowable (Non-Salary) expenses are reimbursed at cost.
- 8.2 Receipts Required: All direct expenses submitted for reimbursement must be evidenced by a submitted receipt.
- 8.3 Expenses Greater Than \$500: All direct expenses greater than \$500 must be approved by the DEN Project Manager or his/her designee (see form PS-C) prior to the expenditure. Any asset purchased by DEN must be surrendered to DEN at the end of the Task Order. The Consultant shall be charged replacement value for any asset purchased by DEN that is not accounted for at the end of the Task Order.
- 8.4 Mileage Outside of The Denver Metropolitan Area: Mileage reimbursement will be provided only for travel outside the Denver metropolitan area that has been pre-approved by the DEN Project Manager or his/her designee (see form PS-D). The reimbursement will be at the current rate established for reimbursement by the United States Internal Revenue Service (www.irs.gov). Denver metropolitan area mileage for employees assigned to the project and employees not assigned to the project will not be reimbursed. The Denver metropolitan area is Adams, Arapahoe, Boulder, Clear Creek, Douglas, Gilpin and Jefferson counties, the City and County of Denver, the City and County of Broomfield and southwest Weld County. The Denver Regional Council of Governments (DRCOG) service area includes Adams, Arapahoe, Boulder Clear Creek, Douglas, Gilpin and Jefferson counties, the City and County of Denver, and the City and County of Broomfield. Tolls will not be reimbursed.
- 8.5 Travel and Airfare: All travel must be pre-approved on the DEN Advance Travel Authorization Form (see form PS-E) and signed by the DEN Project Manager or his/her designee. Travel shall be

done using the most reasonable cost and means under the circumstances. Travel expenses are reasonable, appropriate, and necessary travel and business-related expenses(s) that are incurred while carrying out official City business as it relates to the Consultant's contractual obligations and scope of work. The determination of reasonableness of cost and of the means of travel shall be at the discretion of the DEN Project Manager or his/her designee, who shall consider economic factors and circumstances, including but not limited to number of days of travel, advance notice, possibility of trip cancellation, distance of travel, travel alternatives, and hours of arrival or departure. Airfare will be reimbursed for Economy/Coach class travel only, including luggage check-in fees. Convenience expenses such as seat upgrades, in-flight meals and refreshments, entertainment, etc. will not be reimbursed. Tolls will not be reimbursed.

- 8.6 Rental Car: At cost for standard class or smaller and only when required for out-of-town personnel or out-of-town travel.
- 8.7 Lodging Rate / Night: A maximum of the lodging per diem for the Denver metropolitan area as published by the U.S. General Services Administration website www.gsa.gov plus taxes per night, unless approved in advance in writing by the DEN Project Manager or his/her designee.
- 8.8 Meals: The City will reimburse the traveler for reasonable meals expenses at the meal and incidental expense (M&IE) rates established through federal guidelines and IRS regulations, or at actual cost, so long as any actual costs which exceed the per diem amount are directly attributable to the actual business conducted. The per diem rate includes breakfast, lunch, and dinner. Reimbursements will be made per individual traveler conducting official City business as it relates to the Consultant's contractual obligations and scope of work. Alcohol will not be reimbursed. Meal reimbursements are not allowed for Consultant's employees located in the Denver metropolitan area. All expenditures submitted for reimbursement must be pre-approved by the DEN Project Manager or his/her designee.
- 8.9 Special: expenses that are not already included in the overhead or Multiplier and is for the specific Task Order related to the Agreement.
- 8.10 Specialty Consulting: Including geotechnical testing, surveying, legal, real estate, computer, financial, renderings, animations, modeling, etc. must be pre-approved by the DEN Project Manager or his/her designee.
- 8.11 Project Field Office and Equipment: which includes utilities, rent, communications systems, furniture, fixed equipment.
- 8.12 Project Field Supplies, Equipment and Vehicles: For field office, engineering copying, postage, freight, field vehicles, computer drafting and graphics, computers, all software / license fees.
- 8.13 Parking: Direct expenses for short-term parking at DEN shall be reimbursed without mark-up. Parking at other locations for travel to DEN shall be submitted and part of travel expenses (see form PS-E).
- 8.14 Non-Allowable Expenses: Non-allowable expenses include, but are not limited to: relocation, printing, equipment, express courier, delivery, rentals, valet parking, alcohol, mileage within the Denver metropolitan area, tolls, public transit fees, laundry and dry cleaning, flight upgrades, flight change fees (unless flight changes resulted from action(s) caused by DEN in its contract capacity but not those caused by DEN in its capacity as an airport operator, airlines, air traffic

control or other causes not related to performance of the Agreement), entertainment & social functions (corporate and civic), overtime premium, fines & penalties, items included in sections above, etc. If an expense is not explicitly included in this Agreement as an allowable expense, it is not an allowable expense.

- 8.15 Preparation of Proposals and Billing: Costs for proposal preparation, proposal negotiations, and invoicing/billing will not be reimbursable.

9 SUMMARY OF CONTRACT TASK ORDER CONTROL

9.1 DEN Project Manager Discretion

- 9.1.1 All requirements in this section may be modified by the AIM Senior Director or their designee to meet the specific needs of the Project. Any modifications to this section must be documented in writing.

9.2 Prior To Commencement of work – Submittals Required

- 9.2.1 Signed Subconsultant Agreement(s) with an Exhibit listing the subconsultant's core staff rates and calculated Labor Rates and Classifications (see form CM-81).

- 9.2.2 Personnel Authorization Forms for salaried personnel assigned for the Consultant and all subconsultants (see form PS-B).

- 9.2.3 Authorized Signers: List of the names and titles of Consultant staff that are Authorized Signers, and which document(s) they can sign, and electronic copy of the employee's signature.

- 9.2.4 Work Schedule.

9.3 Monthly Submittals

- 9.3.1 The Consultant shall submit the Monthly Progress Report.

- 9.3.2 The Consultant shall submit invoicing by the day of the month referenced in other sections.

9.4 Submittals Required - After Task Order Request for Proposal

- 9.4.1 Unless specifically identified by the DEN Project Manager, the consultant shall provide the following within fourteen (14) days after receipt of the Task Order Request for Proposal:

- 9.4.2 Project Management Plan, Scope Definitions and Detailed Cost Estimate per Task Order and per sub-consultant, List of Submittals or Deliverables, Drawings and Specifications, Health & Safety Plan (if applicable), Security Protocols (if applicable) and Quality Management Plan.

- 9.4.3 Work Schedule per Task Order schedule showing appropriate milestones as per Task Order Request for Proposal.

- 9.4.4 The Consultant shall submit the PS-F Task Order Fee Proposal template detailing the costs of the Project.

- 9.4.5 Refer to other Exhibits of this Agreement for additional requirements.

10 INFORMATION MANAGEMENT FORMAT AND ELECTRONIC-MAIL PROTOCOLS

- 10.1 All information between the Consultant and the City, and other entities with participation in the services as stated in the development of the Task Order shall be handled using Primavera Unifier.
- 10.2 Within 3 days following the issuance of Task Order, the Consultant shall meet with the City to review the City's proposed method of correspondence, email, & submittal communication control. Within 7 days following this review, the Consultant shall institute its control procedures for the Task Order.
- 10.3 General: Procedures for professional services agreements require the serialization of all correspondence between the City, consultants, subconsultants, and all project entities. All Consultants, Subconsultants, that communicate via e-mail must be managed through the Primavera Unifier system. Web-based programs or other methods of tracking electronic communications may be proposed. However, those systems must be compatible with DEN records management data system. The Consultant shall review its system with the AIM Development PMO to determine its compatibility with DEN procedures, processes and systems.

11 REFERENCED FORMS

Form #	Name
PS-A	Monthly Invoice Checklist
PS-B	Professional Employee Authorization Form
PS-C	Expense Greater than \$500 Approval Form
PS-D	Mileage Reimbursement Form
PS-E	Advance Travel Authorization Form
CM-81	Standard On-Call Cost Proposal Form
PS-F	Task Order Fee Proposal – Professional Services

END OF EXHIBIT

IX. ATTACHMENT 6, CERTIFICATE OF GOOD STANDING

CERTIFICATE OF GOOD STANDING

Please submit a Certificate of Good Standing
from the Office of the Secretary of the State of Colorado
for the proposing entity.



March 5, 2021

On-Call Systems Development Services RFP

CONTRACT NO. 202157562

ADDENDUM NUMBER ONE

This Addendum Number One supersedes and/or supplements all portions of the Request for Proposal documents with which it conflicts. **Proposers must acknowledge receipt of this addendum on Page 28 of the Proposal Forms.**

Paul Gilchrist

Paul Gilchrist
Contract Administrator



On-Call Systems Development Services RFP

CONTRACT NO. 202157562

ADDENDUM NUMBER ONE

Scope of this Addendum

Addendum Number One includes modifications to the following Request for Proposal documents issued February 11, 2021. These modifications are deemed necessary by the City and County of Denver.

QUESTIONS AND ANSWERS

RFP updated to include questions and answers in attachment Q&A Document 1

The total number of pages (including cover sheet) contained in this Addendum Number One is Eight (8)

* * * * *

End of Addendum Number One

Questions & Answers - 1

Solicitation 202157562 - On-Call Systems Development Services
Buying Organization City and County of Denver Department of Aviation

No	Question/Answer	Question Date
Q1	<p>Question: Position Example Are the roles listed on the "Position Example" tab on Exhibit F-1 all inclusive, or can we add other roles that we deem pertinent?</p> <p>Answer: Vendors can add other roles that they deem pertinent.</p>	02/22/2021
Q2	<p>Question: Nature of Services Will the winning bidder's resources be responsible for thought leadership and own deliverables or act more in a Staff Augmentation capacity at the AIM's direction?</p> <p>Answer: Vendors will be responsible for thought leadership to the PMO leadership group as well as acting in a staff augmentation capacity.</p>	02/22/2021
Q3	<p>Question: Engagement Leadership Is AIM expecting the winner bidder to have a leader that also bills the engagement to coordinate resources, manage quality, ensure timely staffing of positions, communication, etc. or will that be provided by AIM?</p> <p>Answer: The PMO expects the winning vendor to have somebody responsible for managing quality of deliverables, coordinate staff for positions or initiatives and a point of contact for the PMO. However, the PMO leadership will work with the vendor managing deliverables and staff on a day to day basis for setting up meetings, provide stakeholder input and develop delivery strategies.</p>	02/22/2021
Q4	<p>Question: Key Personnel In the Key Personnel and Ability to Respond section, (page 23 of the RFP) you are asking for 5 Key Personnel. Knowing there are multiple roles in this RFP, what type of Key Personnel are you expecting in this section? Are you referring to the actual "doers" that will be engaging in work or leaders from the Bidder that will manage resource needs, etc?</p> <p>Answer: Key personnel includes staff who can provide strategic thought leadership as well as staff with high technical expertise ("doers") who can work with the PMO on a daily basis.</p>	02/22/2021
Q5	<p>Question: Page count Do front and back covers count in the overall page count?</p> <p>Answer: No, they do not.</p>	02/22/2021
Q6	<p>Question: Page count Does the Table of Contents count in the overall page count?</p> <p>Answer: No, it does not.</p>	02/22/2021
Q7	<p>Question: Page count Do Tabs count in the overall page count?</p> <p>Answer: No, they do not.</p>	02/22/2021

No	Question/Answer	Question Date
Q8	<p>Question: Contract Type What are the requirements for type of contract, T&M, fixed price, etc.?</p> <p>Answer: This is an On-Call contract and task orders will be issued under this contract. Each task order can be T&M NTE, lump sum, milestone payments or other. The type of task order will be discussed and agreed with the vendor before issuing a task order and a PO.</p>	02/25/2021
Q9	<p>Question: Evaluation Criteria How are each of the evaluation criteria subjects rated? Will any of the 8 criteria subjects weigh more or less heavily in the evaluation decision process?</p> <p>Answer: DEN elects not to share that information.</p>	02/25/2021
Q10	<p>Question: Incumbent vendors Who are the incumbent vendors providing in-scope services?</p> <p>Answer: Faithful + Gould.</p>	02/26/2021
Q11	<p>Question: Prime + Sub Is it permitted for a prime bidder to be a subcontractor on a different bidding team?</p> <p>Answer: Section III-13 Designation of Subcontractors addresses this question</p>	02/26/2021
Q12	<p>Question: Submittal Extension We would like to request your consideration of our request to seek an extension of the date submittal are due for the above project to better coordinate with its related project, On Call Project Control Services. Information released during last Friday's Project Controls pre-bid meeting affected the Systems Development Services project. Since the Project Controls project will allow questions for the next two weeks, it would be beneficial to have them on the same schedule.</p> <p>Answer: The submission date for the proposal is Mar 15, 2021. Proposals that are submitted after this date will be disqualified.</p>	03/02/2021
Q13	<p>Question: General Question What is the expected duration for each scope of work of the project?</p> <p>Answer: The PMO will issue several task orders under each Scope of Work item. The duration for each task order will be discussed with the winning vendor and would depend on the specific scope.</p>	03/03/2021
Q14	<p>Question: General Question How many FTEs currently support the in-scope support model?</p> <p>Answer: Currently 3 full time FTE and 4 part time FTE support the DEN PMO. Please be aware that the scope of work for the existing contract is different compared to the scope of work for this particular procurement and direct FTE comparisons may not be applicable.</p>	03/03/2021
Q15	<p>Question: General Question What tools are used for "work dispatch"?</p> <p>Answer: Unsure as to what "work dispatch" is referring to in this question. If it's referring to how task orders are processed, task orders they are processed in Unifier. The primary purpose of this RFP is for the development of DEN's Unifier system.</p>	03/03/2021

No	Question/Answer	Question Date
Q16	<p>Question: General Question</p> <p>Does Denver International Airport have a preferred software for tracking service requests / tickets in a post go-live support / production environment?</p> <p>Answer: AIM Development utilizes business process in Unifier for post go-live support.</p>	03/03/2021
Q17	<p>Question: General Question</p> <p>What tools are used for Defect Management and Testing?</p> <p>Answer: AIM Development utilizes business process in Unifier for defect management. No specialized software for testing.</p>	03/03/2021
Q18	<p>Question: General Question</p> <p>Is there a preferred methodology (agile, waterfall) for these types of efforts?</p> <p>Answer: This is an On-Call contract and task orders will be issued under this contract. Project Management methodologies will be discussed with the winning vendor for each task order. The winning vendor is expected to adhere to DEN's project life cycle and internal project management processes. There is no preference for a particular project management methodology.</p>	03/03/2021
Q19	<p>Question: Technical Question</p> <p>What is the current technical landscape of your integration services (middleware)?</p> <p>a.Tools, Services, etc.</p> <p>Answer: Oracle Primavera Integration Framework.</p>	03/03/2021
Q20	<p>Question: Technical Question</p> <p>Could you provide the following architecture diagrams / documentation that currently supports the project management / planning systems?</p> <p>a.Integration b.Application c.Infrastructure d.Reporting</p> <p>Answer: DEN currently doesn't an up to date documented systems architecture and we expect the successful vendor to support DEN in producing one, showing the current state and future state. This is part of developing a roadmap for future development to support the successful delivery of AIM Development's portfolio that was mentioned in the pre-proposal meeting and outreach event for this contract procurement.</p>	03/03/2021
Q21	<p>Question: Technical Question</p> <p>What Technical Configuration Management tool does the enterprise use to migrate/deploy technical objects (e.g. source code) between environments?</p> <p>Answer: News designs are deployed from stage to production via configuration packages.</p>	03/03/2021

No	Question/Answer	Question Date
Q22	<p>Question: Technical Question</p> <p>What are your enterprise architecture standards in terms of:</p> <p>a.Information Management, e.g. data sharing, data access, information security</p> <p>b.Application Management, e.g. ease of use, reusability</p> <p>c.Technical Principles, e.g. interoperability</p> <p>Answer: These are established by our Business Technology department and will be shared with the successful vendor.</p>	03/03/2021
Q23	<p>Question: Technical Question</p> <p>In reference to 'System Integration' on page 9 in the RFP, which 'other DEN software products' will the consultant need to integrate with Primavera Unifier, P6, and/or Analytics?</p> <p>Answer: Workday and Textura.</p>	03/03/2021
Q24	<p>Question: Functional Question</p> <p>Will the consultant need to 'train-the-trainer' or 'end-user'? End user is defined as the day-to-day user of Unifier.</p> <p>Answer: The winning vendor is expected to train the end user as well as system administrators and the PMIS Supervisor.</p>	03/03/2021
Q25	<p>Question: Functional Question</p> <p>Does Denver International Airport have an internal training department or will this function be filled by the consultant awarded this contract?</p> <p>Answer: The winning vendor is expected to train the end user as well as system administrators and the PMIS Supervisor.</p>	03/03/2021
Q26	<p>Question: Project Type</p> <p>Please confirm project type is on call for individual task orders rather than a typical Unifier project implementation.</p> <p>Answer: This is an On-Call contract and task orders will be issued under this contract.</p>	03/03/2021
Q27	<p>Question: Exhibit F-1</p> <p>Exhibit F-1 has example tabs "Expenses" and "Staff Fee Schedule Example" that are locked. Is there a different version of Exhibit F-1 with unlocked tabs to enter the information to be submitted? If not is it acceptable to add the tabs to the spreadsheet?</p> <p>Answer: On Exhibit F-1 the vendors only need to populate the tabs for "Company & Contract Information" and the tab for "Positions". All locked tabs are for information only and do not need to be filled in.</p>	03/03/2021
Q28	<p>Question: Resume Placement</p> <p>Should resumes be placed in the key personnel section or at the end of the proposal? There are conflicting statements in the RFP.</p> <p>Answer: There is a specific submittal format set up in BidNet. Resumes are to be uploaded in pdf as a separate attachment in the appropriate section of BidNet submission as indicated.</p>	03/03/2021

No	Question/Answer	Question Date
Q29	<p>Question: Interview Schedule When would interviews take place?</p> <p>Answer: Interviews are anticipated for mid to end of April 2021.</p>	03/03/2021
Q30	<p>Question: RFP Structure Should all requested exhibits and attachments be included in a "Proposal Forms" section following the proposal narrative content? Or should they be listed first?</p> <p>Answer: Please follow the submission format as outlined in BidNet. Proposal forms (with the exception of the financial form) are to be uploaded independently of the other items.</p>	03/03/2021
Q31	<p>Question: Exhibit Missing Is there an Exhibit B? Exhibits A, C,D E are listed.</p> <p>Answer: Exhibit B is referenced in the sample contract as "Pricing" however in the RFP there is no Exhibit B as we are using Financial Form F-1 for pricing.</p>	03/03/2021
Q32	<p>Question: Dun & Bradstreet Number Where should the Dun & Bradstreet number be listed? It is requested but not included on the legal form.</p> <p>Answer: Section III-15 E is requesting a D&B number in error. This is not a requirement for a successful proposal. DEN reserves the right to request a D&B number at a later date if deemed necessary.</p>	03/03/2021
Q33	<p>Question: Project Budget Is the estimated \$4-5 million split over the 3 years or is it recurring each year?</p> <p>Answer: The \$5 Million contract capacity is allocated over the three year tenure of the contract.</p>	03/03/2021
Q34	<p>Question: Personnel Definition How does DEN define "Key" vs. "Non-Key" Personnel?</p> <p>Answer: Key Personnel is defined by the vendor in their proposal.</p>	03/03/2021
Q35	<p>Question: Systems Management and Tech Support Is "Systems Management and Tech Support" a help desk need, pre-go live risk mitigation need or both?</p> <p>Answer: This is a need in both areas.</p>	03/03/2021
Q36	<p>Question: Change Management Definition In regards to "Change Management" is the need for organizational change management, technical systems change management or both?</p> <p>Answer: Change management encompasses organizational change management as well as technical systems change management.</p>	03/03/2021
Q37	<p>Question: Incumbent Team Who is the incumbent team and what are their roles and responsibilities? Will the incumbent team be permitted to propose on this opportunity?</p> <p>Answer: The incumbent vendor is Faithful + Gould who have the opportunity to bid for this contract.</p>	03/03/2021

No	Question/Answer	Question Date
Q38	<p>Question: Primary Business Objectives</p> <p>What primary business objectives/problems are you looking to solve with this scope of work? (e.g. Ineffective project management processes, Ineffective portfolio management/governance processes, defined processes are not consistently followed, systems are not optimized/configured for defined processes, systems are too difficult to use or are not understood, data is not readily available for reporting and decision making, etc.)</p> <p>Answer: The objective is to enhance the existing business processes and develop further the system by adding new business processes, and integrating it with other systems. DEN also plans to improve portfolio management, governance and adherence to existing business processes.</p>	03/03/2021
Q39	<p>Question: Oracle Primavera</p> <p>When was the Oracle Primavera suite of products first implemented at DEN, who was the vendor, and is the system currently supported with internal resources, external vendors or both?</p> <p>Answer: It was implemented in 2015 by Oracle. It is currently supported by both, internal and external resources.</p>	03/03/2021
Q40	<p>Question: Scope of Work</p> <p>The scope of work defined in the RFP and what was described on the vendor information call are not necessarily aligned. Would you describe this scope of work as primarily process oriented (e.g. - looking to mature your PMO by implementing best in class processes for PMO and Project Management) or primarily systems/technology oriented (e.g. – designing, configuring/developing, integrating, testing, releasing, supporting the suite of applications in use at DEN to support PMO processes)?</p> <p>Answer: The scope of work is primarily systems/technology oriented.</p>	03/03/2021
Q41	<p>Question: Innovation / AI Definition</p> <p>In the Preparation of Proposal section (IV-3, #5) a fairly narrow definition of Innovation is referenced, asking for specific examples of how Artificial Intelligence has been used for trend analysis and forecasting. Where and how is DEN currently using any type of predictive analytics or AI technology? Should responses be limited to examples of technology innovation or is DEN interested in innovative approaches around the entire portfolio management lifecycle (from project selection, resourcing, contract, execution, post go-live maintenance, and benefits realization).</p> <p>Answer: DEN is not using AI for any type of predictive analysis and for the proposal DEN is interested in the vendor's previous experience in deploying AI technology for trend analysis and forecasting.</p>	03/03/2021
Q42	<p>Question: Top 3 Issues</p> <p>What are the top three issues in the way you currently manage projects?</p> <p>Answer: DEN assumes that the question relates to PMIS projects and not CIP projects and is answering the question accordingly. The main issue for managing PMIS projects are the current market conditions and the high demand for qualified developers, data architects and data analysts that constrain staff availability.</p>	03/03/2021
Q43	<p>Question: Top 3 Successes</p> <p>What are the top three things you think you do best in delivering projects?</p> <p>Answer: DEN assumes that the question relates to PMIS projects and not CIP projects and is answering the question accordingly. The PMIS group is very successful in engaging stakeholders.</p>	03/03/2021



On-Call Systems Development Services – RFP NO. 202157562

Submitted To:
Denver International Airport

Submitted By:
Jordan Cram
Chief Executive Officer
Ensto, Inc.
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March 15, 2021

Cover Letter - On-Call Systems Development Services – RFP NO. 202157562

Jordan Cram, Chief Executive Officer

Enstoa, Inc.

PO Box 40554, New York, NY 11204

jcram@enstoa.com

(917) 992 0113

Dear Denver International Airport,

Enstoa is excited to share this proposal with Denver International Airport (DEN). DEN is seeking to partner with a firm that can bring unmatched expertise and relevant experience and data to guide and inform the implementation and integration of new and/or existing business processes surrounding Primavera Unifier while meeting its MWBE participation goals.

DEN's PMO are seeking professional and technical support in the following deliverables:

- Enhancement of existing business processes
- Implementation of new business processes
- Systems Integration
- Systems Management and Technical Support

Enstoa has extensive experience across all of these areas and make available key personnel to perform the work for the duration of the contract term.

Enstoa is excited to share this proposal with DEN offering unique strengths, including:

- *Our unmatched Unifier implementation experience*
 - Enstoa has completed over 100 Unifier implementations and excels in working with large and complex organizations.
 - Proven thought leadership that comes from being on the cutting edge of Unifier implementation consistently for the last 14 years.
- *One-Stop Shop*

Enstoa offers a comprehensive set of services for Unifier implementations. We have the requisite skills in-house to deliver implementations, integrations, data migrations, project management, business intelligence, thought leadership, change management and training.
- *Empathetic and Understanding*

We understand how challenging, even exhausting, a systems implementations experience can be while continuing to conduct normal business operations. Our delivery methodology provides a clear roadmap of activities and responsibilities for DEN's team so that they will have expectations of what they will need to do and when. We drive engagement by actively listening and proactively addressing concerns.
- *Diversity makes us wise*

The diversity of Enstoa's resources across construction project delivery, strategy, technology

implementation, software development, integration, and data science allows us to draw from a broad range of perspectives and skills to deliver high-impact solutions and services.

Enstoa will also be partnering with three MWBE firms that extend the depth of resources available across change management and training. Training will focus on upskilling teams on new processes and tools and change management will concentrate on transformation governance and communications to ensure front-line team members and managers adopt new processes and tools—and make them stick.

- The three MWBE firms are as follows:
 - [Enso Professional Services](#)
 - [opXL Enterprise](#)
 - [Orange Marketing](#)

➤ *Enstoa Accelerators*

Enstoa is innovative. Extensive growth year over year has fueled our ability to innovate and adapt quickly, taking advantage of changes in the market and in technology. Below is a subset of implementation accelerators we may leverage to achieve DEN's compressed implementation schedule. These tools are battle-tested, and are leveraged by our implementation teams to automate, streamline, and standardize the quality of digital implementations.



Enstoa's History

Enstoa, founded in 2007, is the leading systems integrator for capital projects worldwide, and the longest standing implementer of Primavera Unifier, providing innovative solutions and services to organizations around the world managing and maintaining multibillion-dollar construction programs. As the longest standing implementer of Primavera Unifier (14 years, and over 100 implementation), Enstoa has implemented complex, tightly integrated project portfolio management information systems in a wide variety of industries including public sector, and airports.

We look forward to the opportunity to leverage our services to provide value to DEN.

Sincerely,

Jordan Cram, Chief Executive Officer

Table of Contents

COST EFFECTIVENESS..... 1
IMPLEMENTATION EXPERIENCE 4
SYSTEMS INTEGRATION 13
INNOVATION 16
KEY PERSONNEL AND ABILITY TO RESPOND 18
COMPANY EXPERIENCE & QUALIFICATIONS 21
MWBE UTILIZATION PLAN 26
ADDITIONAL INFORMATION..... 31

COST EFFECTIVENESS

“Based on this project, where are savings opportunities from the Proposer’s company? What elevates this proposal in terms of value? In terms of cost savings, describe the competitive edge this proposal provides to DEN. Please describe any processes or technologies, proprietary or otherwise, that are unique to the Proposer’s company or subcontractor team that could add value to the project or mitigate costs for client.”

Enstoa has executed over 100 Unifier implementations to date. This deep experience with the tool and implementing the tool in a wide range of environments means that we need less time and fewer resources to deliver robust, high-quality solutions.

A typical project team at Enstoa is between two and four people, with an average of 7+ years of Unifier experience. These small teams have been able to effectively complete large-scale multi-year projects (San Diego Unified School District, Hampton Roads Sanitation District, Harris County Flood Control District, etc.) where larger teams from other firms have failed.

- A small team of experienced professionals is a tremendous cost savings due to:
 - Less re-work through proven processes and team experience (cost savings by getting it right the first time)
 - These small teams are less expensive and more efficient than large body shops (cost and time savings)
 - The same team does both design and development, meaning less is lost in translation and changes brought up in demonstrations are resolved by the people who were running the demo
 - The team all works the same time zones, so no waiting for overseas resources to become available (massive time savings)

Enstoa’s project team members are skilled at working with the many teams (Finance, BI, Facilities, IT, etc.) in an organization to drive change and reach consensus. The time and cost savings of this cannot be understated. Many of our resources have backgrounds in construction or project controls and have experience developing integrated enterprise Unifier solutions. When Enstoa builds an integration or business process, it normally only needs one or two people because we are experts in our field. Having highly experienced Unifier resources brings certainly, clarity, and completeness, thus having fewer gaps and less rework and ultimately reducing the overall cost of project implementation. In addition, Enstoa’s subcontractors will be experts in the field of change management and training who will be under the guidance of Enstoa for collaborative delivery.

Beyond this, Enstoa uses a proprietary design/deployment methodology (VMODEL) described in the implementation experience section, which has been streamlined over the last decade. This helps us consistently execute projects with less re-work and tighter schedules than our competitors. This process uses a mix of documentation, capturing test cases during the early design phases, mid-development demonstrations, and user acceptance testing (UAT) best practices.

Enstoa also has a set of “Enstoa Out of the Box” processes that we can leverage to accelerate business process development as we can rapidly prototype and build processes in days. These let us deploy quickly, then tweak a battle tested set of forms and workflows instead of starting from scratch every time.

Enstoa is innovative. Extensive growth year over year has fueled our ability to innovate and adapt quickly, taking advantage of changes in the market and in technology. Below is a subset of implementation accelerators we may leverage to achieve DEN’s compressed implementation schedule. These tools are leveraged by our implementation teams to automate, de-risk, and standardize the quality of digital implementations.

- Enstoa Adapters, which enables us build integrations rapidly. For example, an integration that conveys vendor information between Unifier and an ERP can be built with Adapters in under a day once all the design and documentation is complete.
- Veracia’s automated as-built documentation tool helps you understand the detailed configurations of your Unifier environments. Veracia also enables you to compare instances, highlighting differences between servers and environments. Veracia adds value for DEN in eliminating misalignment between your Unifier configuration, report writing and integration activities. Veracia automates the creation of documentation to support your change control and IT audit processes.
- Excel2Unifier enables our teams to perform bulk data loads and updates from formatted Excel files into Unifier, letting us do mass data fixes or loads very quickly.

“With given experience and expertise within the industry, how has the Proposer applied this knowledge to controlling costs? Prepare a description of the Proposer’s methods to optimize project expenses. Include a description of plans to ensure that non-local staff are being strategically deployed where they add value to the project. Describe how the Proposer plans to maximize productivity of their project staff. Describe the Proposer’s method for anticipating and minimizing costly changes throughout the project.”

With over 100 Unifier implementations under our belt, we can say with confidence there isn’t much that will surprise us. Enstoa’s US implementation team has an average of 7+ years of

Unifier experience, across dozens of clients and industries, including airports. As noted, Enstoa has invested heavily in accelerators that let us drive down costs and increase productivity. Outside of these previously mentioned accelerators, Enstoa has both the knowledge of how the business operates, and how the tool works. This lets us do it cheaper, faster and with fewer resources than the competition.

Enstoa's primary expense cost saving on this project is that part of the core team is local to the Denver area thus reducing costs significantly. The roles encompassing these resources are Yongil Fleisher as the Engagement Lead, SunRey Eagle as Integrations Developer, Christina Moses in Project Management, and MWBE organizational change management in a change management role. All subcontractors of Enstoa will be local to the Denver area.

Enstoa's project delivery team is tasked to track the schedule and scope of this project. With that, the project delivery team will develop and manage a project plan and Development Object Register (DOR) list (as described in the [project management approach](#) section) to ensure that Enstoa's remote staff members have clarity on what is to be developed. Weekly PM meetings are expected to ensure alignment between DEN and Enstoa stakeholders. The project delivery team is also responsible for effective risk management which comes with Enstoa's large history of implementations. This help reduce project costs by identifying a risk before it becomes an issue and minimizing rework which also reduces on-site visits.

In addition to delivering projects on a small team size, Enstoa has historically had a majority of its employees work remotely prior to COVID-19 and are effective at being efficient and collaborative while working in a remote environment.

Enstoa's agile 90-day sprint methodology discussed in the [implementation experience](#) section enables the Enstoa team to anticipate and minimize costly changes. Each Sprint is broken down into 2-week iterations. This allows the projects team to check-in and ensure the project is on the right track in terms of deliverables and schedule. Regular Steering Committee meetings with the client allow visibility into work in progress and ensures alignment to requirements.

“Discuss how the Proposer will incorporate subcontractors on their team to perform portions of the work to meet the DSBO goals while optimizing cost savings. Describe methods used to eliminate staff redundancy and overhead in subcontractor management while maintaining an effective project team.”

Enstoa will leverage organization change management expertise from a local MWBE in the Denver area. This will significantly reduce any expense required and ability to be on-site as

needed. In addition, by limiting the subcontractor across multiple functions, there is a more focused function and specialty on the scope at hand. Our selected subcontractors have a proven track record of successful Change Management solution. Enstoa is experienced with Organizational Change Management which will enable a collaborative partnership between the subcontractors and Enstoa. After meeting with each of our potential subcontractors, our methodology and approach for Change Management closely align with each other thus requiring minimal oversight and low overhead in delivery. The subcontractor will work closely with Enstoa's project team to manage utilization and task order expectations. Weekly timesheets from the subcontractors are expected to control utilization.

IMPLEMENTATION EXPERIENCE

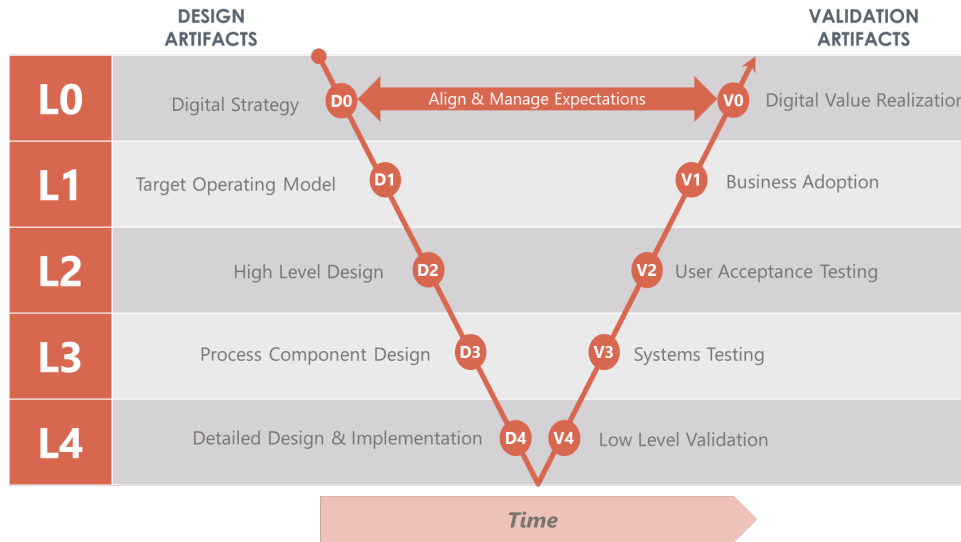
“Provide a description of the Proposer’s approach and methods for performing implementations of new business processes and enhancement of existing business processes in Primavera Unifier. Describe some of the typical challenges and how the Proposer’s methodology addresses them. Please include the Proposer’s project management approach as well as organizational change management methods. Provide one example of how Unifier was configured for cost control and project delivery for programs and design/construction projects.”

Enstoa’s Implementation Approach

The effective design of processes and controls is essential to a successful software implementation. Enstoa has developed a proprietary approach, VMODEL, to support the design of new, or update of existing, business processes and systems. Enstoa’s VMODEL covers the full implementation lifecycle including strategy, design, development, deployment, and validation, as illustrated in the figure below.

Enstoa is one of the few capital projects-focused organization that successfully combines a strong advisory practice with an equally strong digital delivery function. These two teams work together, with embedded training, communications, and change concierge services to ensure the seamless, low risk execution of digital transformation projects. Enstoa’s expertise across both advisory and digital delivery has informed our implementation methodology described below.

Enstoa Approach to Digital Transformation - VMODEL



As shown above, Enstoa’s VMODEL encompasses the full lifecycle planning, optimization and implementation of digital transformation projects. A client may choose to partner with Enstoa to undertake one or multiple phases. A client is not required to commence an engagement with Enstoa at L0, although to benefit from Enstoa’s complete set of offerings, we encourage organizations to engage with us to help develop and define their digital strategy.

During each phase of the implementation process Enstoa will create design and validation artifacts that characterize the work we are planning to complete or have already completed. The artifacts Enstoa creates are listed below for the various workstream for which Enstoa is engaged.

	D0 Digital Strategy	D1 Target Operating Model	D2 High Level Design	D3 Process Component Design	D4 Detailed Design/ Implementation
Operating Model	<ul style="list-style-type: none"> Capability Assessment Observations and Gaps Organizational Performance KPIs 	<ul style="list-style-type: none"> Target Organization Model Target Governance Model HDE Entity Relationship Diagram HDE Data Structure Specifications Journey Map 	<ul style="list-style-type: none"> Organizational ARCI Matrix 	<ul style="list-style-type: none"> Process ARCI Matrix 	
Organizational Change Management	<ul style="list-style-type: none"> Business Case(s) Vision Transformation Governance and Steering Committee Plan 	<ul style="list-style-type: none"> Branding Stakeholder Analysis Work Group Plan Operating Committee Plan Communications Plan Risks and Issues Management Plan Transformation Governance Documents 	<ul style="list-style-type: none"> Communications Assets Transformation Governance Documents 	<ul style="list-style-type: none"> Impact Assessment Adoption KPIs Communications Assets Transformation Governance Documents 	<ul style="list-style-type: none"> Communications Assets Transformation Governance Documents
Digital Systems		<ul style="list-style-type: none"> Digital Transformation Roadmap Current and Future Function Block Diagrams Process Inventory 	<ul style="list-style-type: none"> Product Familiarization Preliminary Functional and Technical Requirements Preliminary Development Objects Register Integration Scorecard Data Profiling Analysis Report Prototypes 	<ul style="list-style-type: none"> Process Workflows Final Functional & Technical Requirements Final Development Objects Register UI & Report Wireframes Test Strategy 	<ul style="list-style-type: none"> Integration Technical Specification Conversion Technical specification Preliminary As-built Test Cases Cutover Plan Module and Role Mapping
Product Development	<ul style="list-style-type: none"> New Product Request Approved PCA 	<ul style="list-style-type: none"> Quality Attributes Analysis - non-functional requirements Project Governance initiated <ul style="list-style-type: none"> PCA Scope Constraints RACI Matrix DAIR Product Epics 	<ul style="list-style-type: none"> Product Features Product Roadmap User Stories UI Mockups 	<ul style="list-style-type: none"> Infrastructure architecture diagram Software architecture diagram User Story tasks 	<ul style="list-style-type: none"> Software development Daily code commit Branches from User Stories Pull Requests



Operating Model	<ul style="list-style-type: none"> Employee Performance Management 			<ul style="list-style-type: none"> Validation of Statements of Direction 	<ul style="list-style-type: none"> Operational KPI Performance Value Scorecard
Organizational Change Management	<ul style="list-style-type: none"> Capability Transfer Plan Training Curriculum Communications Assets Transformation Governance Documents 	<ul style="list-style-type: none"> UAT Testing Training Admin Training Communications Assets Transformation Governance Documents 	<ul style="list-style-type: none"> Train-the-Trainer Admin Training Professional Certification Communications Assets Transformation Governance Documents 	<ul style="list-style-type: none"> End User Training Capability Transfer Re-certification Program Adoption KPI Performance E-learning Module Development Communications Assets Transformation Governance Documents 	<ul style="list-style-type: none"> Communications Assets
Digital Systems	<ul style="list-style-type: none"> Completed Punchlist Deployment Plan Test Plan Test Steps 	<ul style="list-style-type: none"> Trial Conversion Results SIT Results 	<ul style="list-style-type: none"> UAT Results 	<ul style="list-style-type: none"> Final As-Built 	
Product Development	<ul style="list-style-type: none"> Code validation 	<ul style="list-style-type: none"> Testing against Functional Acceptance Criteria 	<ul style="list-style-type: none"> Integration / System Testing / UAT Remote security scan 	<ul style="list-style-type: none"> Released to PROD Release Notes 	<ul style="list-style-type: none"> Solution Assessment Updated backlog to address gaps

Enstoa's 90-Day Sprint™ Methodology

Enstoa has implemented Primavera Unifier more times than any other implementers. We have spent years developing and refining the 90-day Sprint™ methodology, which supports adoption, engages user groups, develops requirements through a reporting-led approach, compresses deployment schedules, and reduces implementation risk.

Business Process Development Process

Unifier business process and integrations will engage through the steps of design, configuration and build, testing, and deployment. These implementation milestones will be managed by Enstoa's project delivery team to ensure on-time schedule and signoff of deliverables. Details on these steps can be found below.

Design

Enstoa will work with DEN to document the requirements around processes and/or technology changes. Through a series of high-level design and detailed design working sessions Enstoa will generate a package of design artifacts which will be signed by the business prior to development starting. Enstoa's design documents are built in PowerPoint to enforce readability for business users in a straight-forward, concise, and easily read format.

Build and Product Walk

By going from High-Level Design to Detail Design to Development we make sure we understand requirements before we configure. This minimizes rework and surprises. Once development begins, Enstoa will regularly meet with the stake holders and business champions to show progress, align expectations, and re-iterate requirements and test cases. When applicable, Enstoa provides users with access to the development system so that users can make sure what is

developed works as expected. These sessions occur monthly but may happen more often as needed. By doing progress demonstrations regularly through the development process, we are re-reviewing the requirements and test cases. This helps ensure that DEN's team is fully aligned and have a better expectation for UAT. This process ensures DEN's team has seen things multiple times before having to sign off. This also minimizes substantial changes at UAT by making sure stakeholders have seen the system many times before they are asked to test it.

Testing Approach

Enstoa's testing approach includes a framework that provides an increasing level of detail for the testing and validation of the system components that were built or configured. Enstoa further helps streamline the testing process by validating test scripts and running pre-UAT sessions with key business champions prior to UAT.

The steps of Enstoa's testing approach include:

- ▶ Test Strategy – Number and timing of test cycles
- ▶ Test Plans – Sequence of test scenarios within a test cycle
- ▶ Test Scenarios – End-to-end sequence of test cases for complete functional capability
- ▶ Test Cases – Situations tested within a scenario to achieve a particular functional outcome.
- ▶ Test Steps – Specific tasks for an end user to execute during the testing process.

Some of the phases in our testing methodology include:

- ▶ Unit Test – Validation performed by the technical team building the development objects to ensure they work as intended.
- ▶ System Integration Test (SIT) – This is used as a pre-UAT testing session to ensure everything works correctly before UAT.
- ▶ User Acceptance Test (UAT) – The project end users will participate in UAT conducted by DEN to verify the functionality and configuration of the applications through end-to-end testing across the test cases.
- ▶ Operational Readiness Test – Validation of the rollback, failover, and recovery processes to ensure the applications will be minimally affected in the case of adverse events.
- ▶ Regression Test – Validation that the solution continues to work as expected after other components were modified. Note, for Business Process enhancements, Enstoa requires access to documentation (as-builts) for the purpose of regression testing.

Deployment

After components successfully pass the testing cycles, Enstoa will deploy the configurations to the production environment to make the functionality available to end users.

To support this effort, Enstoa will establish a deployment plan to ensure DEN stakeholders are aware of the timing of changes to the production environment. For larger deployments Enstoa will work with DEN to put together a Deployment Checklist, and a Rollback Plan.

Services Warranty

If at any time during the ninety (90) days period after a deliverable has been accepted, DEN detects a material defect, DEN shall promptly notify Enstoa of such defect and Enstoa shall promptly provide redesign and testing services as necessary to correct any nonconforming deliverable. The warranty for redesigned deliverable shall be of equal duration and scope as the original warranty and commence upon DEN's acceptance of such corrected Services.

Project Management

Project Management support is expected throughout the entirety of this engagement. Enstoa has developed project management capabilities and tools tailored to implementations of capital projects solutions. Our approach is informed by our experience implementing technology platforms for complex, tightly integrated construction management and cost control solutions, supported by industry-leading data analysis and insights.

Scope Management

Enstoa's project scope management approach helps define all the project implementation work and controls the scope of that work in a clean and transparent way.

The Development Objects Register (DOR) is the mechanism Enstoa uses to identify the discrete system components—forms, workflows, integrations, reports, data conversions, and enhancements—required to deliver a solution that meets the requirements. For each development object, a set of tasks and deliverables are established that define the work required to build or configure each system component. As the implementation progresses, the development tasks associated with development objects are tracked.

ID	Object Type	Process	Sub-Process	Description	Quantity	Complexity	Complexity Score	Complexity Points
1001	Report	Project Management	1252B - Contractor Estimate	Custom Print	1	Simple	1	1
1002	Report	Project Management	1255 - Daily Work Report Certificate	Custom Print	1	Simple	1	1
1003	Report	Project Management	1258 - Change of Contract	Custom Print	1	Simple	1	1
2005	Form	Cost Control	Agreement Modification	Project level BP - for non-construction contract commits	6	Medium	3	18
2007	Interface	Cost Control	Agreement Modification	Unifier to IFAS - may be able to semi-automate	1	Simple	1	1
2003	Interface	Cost Control	Agreement Modification	Creation of infrastructure for HCFCD to load data	1	Medium	3	3
2001	Form	Cost Control	Budget	Project level BP - for baseline, cash flow, forecasting	4	Simple	1	4
2001	Interface	Cost Control	Budget	Creation of infrastructure for HCFCD to load data	1	Simple	1	1
2003	Form	Cost Control	Budget Change	Project level BP - for baseline, cash flow, forecasting	4	Simple	1	4
2004	Report	Cost Control	Budget Report	BI Publisher - Cost sheet sourced; multi-project	1	Simple	1	1
2002	Form	Cost Control	Cash Flow	Project cash flow worksheet	1	Medium	3	3
1007	Report	Project Management	Closeout Report	UDR	1	Simple	1	1

Sample DOR Screenshot

Once the DOR is finalized, all subsequent changes go through the change control process. Throughout the implementation, the project manager will manage the scope delivered and ensure that this reflects the DOR.

Change Control Management

Enstoa views events leading to change—when tightly controlled—as positive forces on a project, as these changes can allow the project team to respond effectively to new information, unforeseen circumstances, and shifting strategies to ensure the final solution will be the best fit for our client.

As part of scope management, Enstoa recommends establishing a Change Control Board that consists of the executive management team who will be responsible for change request governance, reviewing the detailed scope change requests, and approving the change requests. Once approved by the Change Control Board, Enstoa is granted authorization of the change request and will develop a strategy on next steps with the project team.

Organizational Change Management (OCM) and Training

Deploying new processes and systems can significantly impact DEN's internal and external resources. Enstoa will leverage organizational change management expertise from local MWBE companies in the Denver area. Our selected subcontractors will be champions in their industry in change management ensuring a successful solution to DEN coordinating with Enstoa to ensure delivery. Enstoa will leverage our OCM best practices with our subcontractor to maximize stakeholder adoption. Enstoa has met with each of the subcontractors and their delivery approach and framework closely align with Enstoa's. This will streamline the implementation process, ensure high-quality work, and eliminate redundancy.

Enstoa understands that ushering teams through this change, getting them engaged, and having them embrace the new way of conducting business is a significant challenge. To mitigate this challenge, our team will provide proven solutions for organizational alignment, communications, and education and training to ensure:

- High stakeholder engagement
- Impacted parties are aware and accepting of how work will be conducted in the future
- Fast, complete adoption of the solution

Below are some potential solutions to drive user adoption:

Communications

Enstoa will work with DEN to develop a comprehensive communications strategy to ensure the DEN organization and key contractors - especially those impacted teams and individuals - are aware and knowledgeable of the transformations that are being planned and delivered. Based upon the requirements of DEN, Enstoa will design and deliver regular communication to the identified users or contractors. These communications can take the form of e-mails, banners,

webinars, and lunch-and-learn events. These activities will be based on the task order provided by DEN.

Stakeholder Engagement

Stakeholder Engagement involves engaging influencers to reinforce the message and neutralize resisters to reduce barriers to change through the dissemination of critical information.

Impact Assessment

Identify impacted business processes and tools to develop an action plan to mitigate potential operational risks due to these changes.

Training

Accurate and effective use of software tools is essential in today's business environment. Enstoa's training offerings fall under our Organizational Change Management practice. We understand that to extract the full value of the investment in Unifier it is vital for high solution acceptance and adoption. Enstoa utilizes professional instructional designers and educators to help ensure knowledge transfer and maximize the value of investment over time. Courses are designed for the unique needs of adult learners and are interactive, engaging, and enjoyable. Enstoa has dedicated training team but will subcontract work as needed to support this scope of work.

Role and Module Mapping – The Enstoa team will work with key stakeholders to develop a role/process matrix, validating what roles need what type of training, understanding how many students will participate in each type of training, and determining the number and types of classes needed. This will also include the evaluation of prerequisites required for training, the mechanism to validate that prerequisite knowledge, and the creation of a generic persona for each role.

Curriculum and Training Plan – Enstoa will develop curriculums and training plans based on the proposed student groups to be trained. Enstoa will establish the expected scope of each type of training needed, customizing the message based on the audience's expected level of involvement in each procedure. Enstoa will work with DEN to determine course logistics (e.g., how many classes of each type will be needed, how will students access/verify class prerequisites, where training classes will be held, what type of equipment will be needed, will any translation be required, etc.). Each class will be kept to a manageable number of students to facilitate successful interaction between students and instructors. Once logistics are determined, a training schedule will be published and available for students to sign-up for appropriate courses/sessions.

Training Materials – Dependent on the scope of the training, our team will develop interactive training materials for each of the individual courses. Enstoa develops materials using a derivative of the ADDIE instructional design methodology. In addition, Enstoa integrates the newest adult learning philosophies, ensuring the students are actively engaged every 10 to 15 minutes to keep them interested and maximize knowledge transfer.

In addition to developing training materials to be used by the instructors, Enstoa will also create student workbooks to compliment the courses. These workbooks will contain the key information presented in class as well as places for students to take notes. Enstoa will also develop teacher's guides for all the courses. These will contain extra notes, explanations of activities, answers to quizzes, and logistics needed by the instructor.

Unifier Cost Control and Project Delivery Case Study

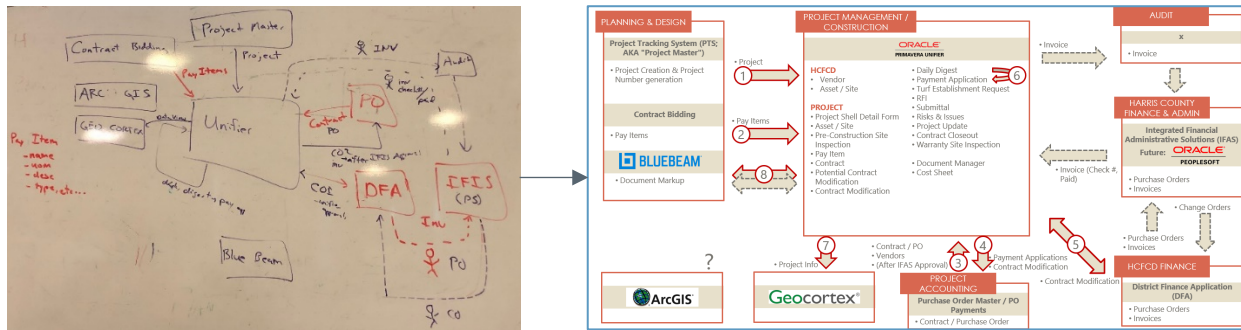
An example of Enstoa configured Unifier for cost control and project delivery for projects and design/construction projects was Harris County Flood Control District (HCFCD). The Harris County Flood Control District (the District) is a special purpose district created by the Texas Legislature in 1937 and was created in response to devastating floods that struck the region in 1929 and 1935. HCFCD's main role is flood prevention flood damage reduction projects which is accomplished by devising the flood damage reduction plans, implementing the plans, and maintaining the infrastructure.

Over the years, HCFCD's budget has significantly increased and has reached its peak where their homegrown systems and offline systems are having difficulty managing projects. Over a billion dollars was also provided to Harris County Flood District to manage from Hurricane Harvey creating significant stress on their systems and processes. Harris County purpose for this engagement was to consolidate their existing applications used to manage projects and financials into a single solution that streamline workflows. This would also provide management with the reporting and transparency needed to effectively manage and oversee its project portfolio. Unifier would also allow for incorporation of additional functions and capabilities seamlessly, allowing for HCFCD's needs to drive their priorities.

Oracle Primavera Unifier is configured for Harris County Flood Control District to bring together cost control and project delivery business processes from disparate and in some cases, end-of-life applications. Where planning, engineering, construction, finance and executives previously worked in separate and multiple applications, Unifier allows them to communicate, review, approve, and handoff information between one another in processes tailored for their business needs. Processes range throughout the project lifecycle allowing construction teams to engage early in design and engineering and planning to monitor progress and maintain budgets

throughout construction and handoff to operations in a single workspace. During the planning phase, programming, preliminary budget cash flow and funding sources are allocated and approved through project charter & initiation business processes. The engineering group manages design milestones, estimates, and assembles bid packages which are communicated to procurement resulting in an awarded contract. As information is seamlessly handed off to construction through the contract business process, project management engages contractors directly in Unifier to transmit and review submittals, RFIs, and contract changes while the field inspectors input daily work reports and progress directly in Unifier which ultimately links to payment applications. The application is configured to their specific business needs and leverages automation to assemble complex material submittal packages and payment applications where no two projects are alike.

Function block diagram overtime



Enstoa deployed/configured applications for the items below:

- Enstoa Adapters
- Unifier
- EPPM P6

Categories of Reports Built

Below is the full list of Reports for our Phase 1 Engagement

- Closeout Report (UDR)
- Contract Balance Report (BI Publisher)
- Deficiency Notice (Custom Print)
- Modification of Contract (Custom Print)
- 1258 – Change of Contract (Custom Print)
- 1252B – Contractor Estimate (Custom Print)
- Estimate Quantity Verification Report (BI Publisher)
- Contractor Performance (UDR)
- Weekly Status Report by Site (BI Publisher)
- Weekly Status Report (BI Publisher)
- Bid Calendar (BI Publisher)
- Pre-Construction Site Inspection (UDR)
- Closeout Site Inspection (UDR)

- Budget (BI Publisher)
- Funding (BI Publisher)
- Portfolio (BI Publisher)

Key Outcomes and Benefits

By leveraging Enstoa's unmatched expertise and relevant experience to guide and inform the implementation and integration of Unifier, HCFCD was able to recognize many benefits immediately after go-live. Some key benefits were:

- Automated manual processes and reports
- Integration with existing HCFCD systems to improve user accessibility (Unifier, Contract Bidding, Peoplesoft, DFA, PO Master)
- Integrated cashflow system between P6 and Unifier enabling executives to leverage key decisions immediately
- Training, Organizational Change Management, and Hypercare enabled HCFCD to maximize stakeholder adoption

Phase 2 is currently in progress with HCFCD to continue to refine systems, analytics, data warehousing, and PeopleSoft integrations.

SYSTEMS INTEGRATION

“Provide a description of the Proposer’s experience in integrating different operational software systems & applications. Describe some of the typical challenges and how the Proposer’s method addresses them. Provide one case study of a systems integration project.”

Enstoa is the leading systems integrator worldwide for the built environment, providing innovative products and services to organizations around the world managing and maintaining multibillion-dollar construction programs. As the longest standing implementer of Primavera Unifier (14+years, ~100 implementation), Enstoa has implemented complex, tightly integrated project portfolio management information systems in a wide variety of industries including public sector, and airports.

Tools include, but are not limited to:

- Workday, SharePoint, Autodesk, BIM 360, PeopleSoft, JDE, Lawson, Unifier, P6, EBS, Service Now, TMS, Archibus, Aconex, e-Builder, etc.

Below are some primary challenges with integrations and how Enstoa addresses them:

- Data ownership: By clearly differentiating systems of truth and systems of management, this helps us drive productive conversations with system owners (Finance, IT, Facilities, etc.). This coupled with our skill at driving consensus helps us make integrations happen.

- Infrastructure: We identify the high-level infrastructure design in our first workshops. This gives us the lead time to sort out tunnels and security compliance, so it will not surprise us and cause project delays.
- Design: By going from High-Level Design to Detail Design to Development we make sure we understand requirements before we write code. By the time we reach detail design we are doing field mappings and tweaks to business logic. This minimizes rework and surprises.
- Product Walks: By doing progress demo's regularly through the development process, during these demo's we re-review the requirements and test cases. This helps ensure that people are not surprised at UAT and ensure that people have seen things multiple times before having to sign off on something.

Integration Project Case Study

Hampton Roads Sanitation District (HRSD) provides service to 18 cities and counties of southeast Virginia, an area of over 3,087 square miles with a population of 1.7 million. Their goal is to protect public health and the waters of Hampton Roads by treating wastewater effectively.

Drivers and Strategic Objectives

HRSD is currently utilizing Oracle EBS as their companywide ERP system. Many financial processes and procedures are being managed in EBS. HRSD would like to move these processes to their Unifier system as it is a better tool to manage these processes. There was also a desire to procure a scheduling tool to integrate with Unifier to implement cashflow and a customized dashboard. With those requirements, HRSD engaged Enstoa with the following scope items; systems integration strategies, policies and procedures, Oracle Primavera Unifier configuration, evaluation of new applications, KPI definition and dashboard creation, and organizational change management and communications.

Due to limitations in EBS, changing the origination to Unifier allows HRSD to take advantage of the workflow engine and structured change process. This also enables HRSD to track change documentation via a Unifier Change BP and improves auditability. Thus, when these processes were being managed in EBS, there were multiple cases of data discrepancies which elevated the need for this engagement. In addition, there was no unified scheduling system or cashflow among HRSD's project managers which made it difficult for their Chiefs to report on schedule in a timely manner.

How the client was operating prior to us

Prior to HRSD's engagement with Enstoa, HRSD was managing many of their financial processes in EBS and Unifier. Originally Unifier was the source of origination for all financial and project management records. When Oracle EBS went live the directionality of cost related processes changed, so that all costs were captured in EBS first then loaded into Unifier. Project management processes were maintained in Unifier.

What We Did

Enstoa assessed HRSD's current-state business processes, technology platform, and maturity. As a result of that initial engagement, Enstoa provided HRSD with a series of recommendations. These findings and recommendations served as an input into our business process validation and design efforts.

List of Applications Deployed/Configured

- Adapters
- Panoptra
- KPI Dashboard
- Unifier
- P6

List of BPs Created or Updated

- Risk
- Contracts
- Contract Change
- Payment Application
- Miscellaneous Cost Interface
- SOV Redesign
- Cost Sheet Redesign
- Portfolio Manager
- Cash Flow

List of Integrations Created

- Change orders (Unifier <-> EBS)
- Misc. Charges (EBS -> Unifier)
- Payments (Unifier <-> EBS)
- Purchase Orders (Unifier <-> EBS)
- Ship-To (EBS -> Unifier)
- Vendors (EBS -> Unifier)

Key Outcomes and Benefits Realized

By leveraging Enstoa's unmatched expertise and relevant experience to guide and inform the implementation and integration of EBS, Unifier and P6, HRSD was able recognize many benefits. Some key points were:

- Integration with EBS to improve process and tracking needs
- Integrated cashflow system between P6 and Unifier enabling executives to leverage key decisions immediately

- Training, Organizational Change Management, and Capability Transfer enabled HRSD to maximize stakeholder adoption
- Standardized, streamlined processes across projects
- Increased visibility of HRSD program investments
- Implementation of standardized and consistent KPIs for proactive management
- Confidence in the information being shared through automated integration

INNOVATION

“Provide examples of innovations the Proposer has implemented in the past. Describe how the Proposer has used Artificial Intelligence (AI) previously for trend analysis and forecasting for design and construction projects.”

Enstoa has a dedicated AI and Machine Learning team. This team within Enstoa has worked with several companies to inject machine learning and AI into their processes. This includes but is not limited to:

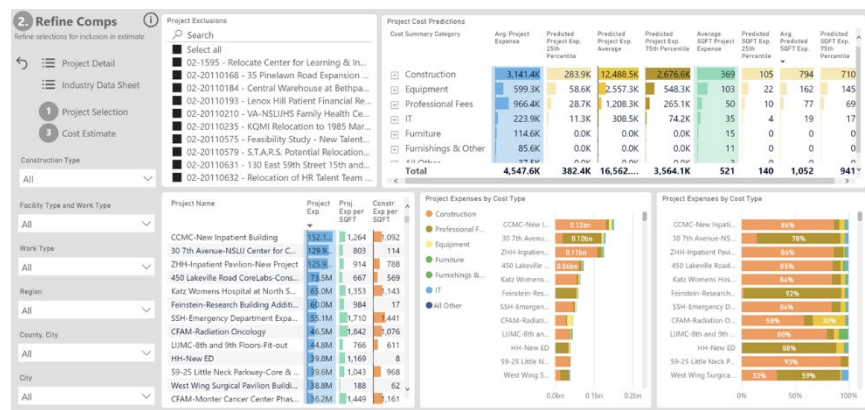
- Working with a large government agency to use Machine Learning to generate estimates for projects based on previous project costs and schedules.
- Working with a large health care network to use Machine Learning to generate more accurate forecasted Cashflow curves.
- Working with a large health care network to use Machine Learning and AI to preemptively identify issues with assets based on support tickets.
- Working with a large construction mega-project to use AI and Machine Learning to do portfolio and schedule analysis.

Enstoa has partnered with the largest healthcare network in the United States to develop a series of Artificial Intelligence (AI) and Machine Learning (ML) powered solutions for capital project cost estimation and cashflow management. Enstoa has built and deployed a deep, multi-objective neural network machine learning model for project cost estimation. The tool is used daily by the estimating team to manage an annual capital budget of more than \$800MM.

Enstoa was engaged to improve the cost estimating function of a client's capital projects management team. To execute this, more than fifteen years of historical project attribute and cost data was centralized into a single, standalone data warehouse. From here, Enstoa's data science and machine learning team mined the complete dataset for insights and key fields. Project size, geography, and work type were identified as three of the most important cost drivers. From this, a machine learning model was iteratively built and trained, with input from the partner at each stage. The model generated low, medium, and high project cost ranges based on a variety of

customizable project attributes. Once trained, the model was made available for client consumption.

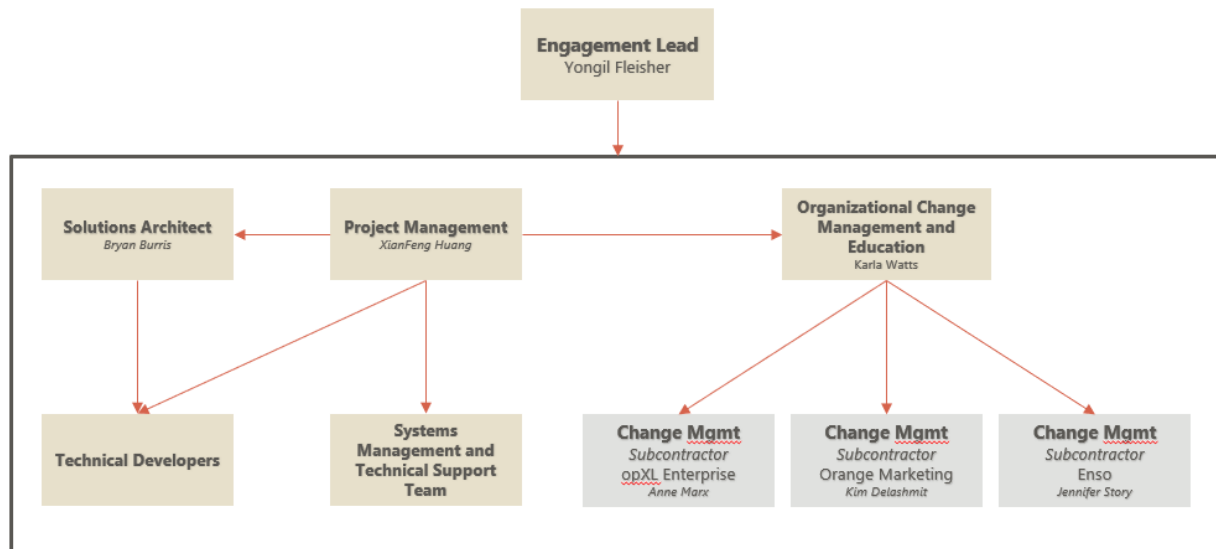
For ease of use, Enstoa has integrated the AI within a standard Power BI dashboarding application as shown here. This approach allows all business users to access cost predictions quickly and conveniently without the need to log in to any separate systems since all actions can be executed from within the report. This solution provides the estimating team with a much higher fidelity insights into project cost drivers and much more accurate cost ranges than any time previously. Since initial roll-out, the solution has been so successful that partner organization has updated their internal policies to mandate that every cost estimate must utilize the tool's predictions.



In short, Enstoa's AI solutions are used daily to support large scale project cost estimation.

KEY PERSONNEL AND ABILITY TO RESPOND

“Prepare an organizational chart which identifies the Proposer’s and subcontractor’s (if applicable) key personnel who would perform work under the Contract. The organizational chart can be on 11” x 17” if needed. Describe the qualifications of each subcontractor which the Proposer plans to retain to perform work. Describe the type of work which will be assigned to each subcontractor.”



*This chart shows current key personnel that will be staffed on this project. These members are subject to change by the start date of this project and communicated to DEN project lead.

opXL Enterprise

opXL Enterprise is a WBENC certified, EDWOSB and disabled veteran-owned technology consulting firm based in Colorado assisting clients from government to Fortune 50 to small business settings in driving change targeted to create operational excellence. Their experience is with distributed work forces, process improvement (Lean, Six Sigma), business process analytics, big data, program and process management to help companies improve their organizational structure, tool effectiveness, and change management. opXL is currently engaged with DIA on a separate initiative and their expertise provides significant value to this project.

With years of experience in change management, opXL will work alongside with Enstoa on development of change management strategy and delivery. Some of these activities might be communications, impact assessment, and capability transfer to drive adoption at DEN.

Enso

Enso is a certified M/WBE, SBE and DBE company who focuses on project execution and consulting. Leaders at this company have all worked for large engineering companies for most of their careers, knowing the day to day systems that organizations use and their pain points. Their change management experience would bring great value as they understand the pain points and struggles DEN experience. Leveraging Enstoa's and Enso's experience would be a huge value add.

Enso would hold a change management support role managing many of the task order released by DEN. Some of those tasks might be:

- Vision and branding development
- Development of training manuals, guides, and end user guides
- Coordinating and actioning with the PMO on training initiatives
- Support training course throughout the engagement
- Tracking and reporting on change management KPI's and scorecards

Orange Marketing

Orange Marketing is a full-service M/WBE marketing and design firm developing print/digital design, logo development, branding, e-mail campaigns, etc. Orange Marketing has been in business for over ten years and would be pivotal on development of content supporting change management task orders. They would be supporting the change management initiatives on the design and graphics side. Orange Marketing would leverage their expertise to captivate the audience and increase engagement rates with end users. Their previous experience is proven to increase activity and click rate among users which will be a value add to DEN as this will drive adoption and change.

“Describe the Proposer’s current ability to effectively and conveniently perform the Scope of Work and to coordinate its efforts with DEN and its other consultants. For the Proposer and each subconsultant on a team, list office addresses and total number of employees, and the number of both professional and support employees located at those offices. Proposers shall identify the location where work on this project would be performed.”

Enstoa (Prime)

Enstoa Inc. is headquartered at The Farm Nomad 1178 Broadway New York, NY 10001 with 16 employees local to the NYC office.

Enstoa has a total of 89 employees with the following breakdown:

- 43 US employees working remotely in the US with 3 local to the Denver area
- 8 contractors with Enstoa Inc. working remotely
- 38 international employees working remotely
- Total of 89 employees globally

opXL Enterprise

The subconsultant is located at PO Box 630318 Highlands Ranch, Colorado 80613. There are a total of 1 employee who works virtually in the Parker/Denver, CO area.

Enso Professional Services

The subconsultant is located at 999 18th St. #1530S, Denver, CO 80202. There is a total of 1 employee local to the office address listed above.

Orange

The subconsultant is a fully remote organization due to COVID-19. There are a total of 5 employees whom all work virtually in the Denver, CO area. Their company address is 1040 Monaco Parkway, Denver, CO 80220.

The work performed by Enstoa staff and subcontractors will be completed on-site in Denver, Colorado and remotely in the continental US, Canada, Mexico, and India. Detailed resumes for Enstoa's team members that will be staffed on this project are provided in a separate attachment titled "Resumes".

Enstoa will leverage organization change management expertise to a local MWBE in the Denver area. This will significantly reduce any expense required as well as a stronger collaboration and communication from having local resources. Enstoa's experienced with Organizational Change Management will enable a collaborative partnership between the subcontractor, Enstoa, and DEN. Ensuring that Enstoa's methodology and approach for Change Management closely align with the subcontractors, this will enable the project team to deliver task orders with minimal oversight and reduced overhead. The subcontractor will work closely with the Enstoa's project delivery team to manage utilization and delivery expectations.

COMPANY EXPERIENCE & QUALIFICATIONS

“Please discuss your experience and approach to providing the services detailed in the Scope of Work, above. Include information on previous projects where these services have been provided by your company and discuss your methodology, challenges that typically arise, lessons learned, the expected level of assistance required from the client to accomplish each specified task, and any other relevant factors.”

Enstoa Overview

Enstoa, founded in 2007 by Jordan Cram, is the leading systems integrator for capital projects worldwide, and the longest standing implementer of Primavera Unifier, providing innovative solutions and services to organizations around the world managing and maintaining multibillion-dollar construction programs. By enhancing communication, streamlining processes and leveraging data for fact-based management, we enable organizations to reinvest resources previously spent on managing disparate information into what really matters for them. Enstoa achieves this through a combination of breakthrough software innovation, systems integration, and internal cultural change devoted to unlocking individual, team, and organizational productivity.

As the longest standing implementer of Primavera Unifier (14+years, ~100 implementation), Enstoa has implemented complex, tightly integrated project portfolio management information systems in the construction industry more times than any other organization. We employ a team of experts with deep experience across verticals in construction, capital projects, and infrastructure technology. The technical expertise and best practices embodied in Enstoa are supported by well-developed implementation methodologies, ensuring maximum user adoption.

Enstoa is 14 years old and has been on the Inc 5000 list of fastest growing companies for 9 years. Enstoa is headquartered in New York City (PO Box 40554, New York, NY 11204) and supports operations worldwide through wholly owned subsidiaries in the UK, South Korea, Saudi Arabia, United Arab Emirates, and India.

Enstoa Inc. is a corporation and communication can be directed to Jordan Cram at jcram@enstoa.com or (917) 992-0113.

Scope Summary

Enstoa will assist DEN on this On-Call Systems Development Services project (no. 202157562) in developing the AIM Development business process and software systems to enhance and integrate them in order to improve DEN’s ability to deliver on-time and on-budget projects, with

real-time access to project information and status while minimizing the costs associated with the implementation of the Capital Improvement Program. Work will be done on-site in Denver and at Enstoa's and their subcontractors local offices.

Enstoa will leverage its implementation methodology previously mentioned in the [Enstoa's Implementation Approach](#) section of the proposal narrative. In addition, Enstoa is expected to support DEN on all areas of this implementation which includes the development of user aides, testing scripts and training materials.

The items below list the high-level scope items that Enstoa will be tasked to work on at DEN.

- Enhancement of Existing Business Processes
- Implementation of New Business Processes
- System Integration
- Systems Management and Technical Support
- Organizational Change Management and Training

Enhancement of Existing Business Processes

DEN currently utilizes Unifier to manage the following business processes:

- | | |
|-------------------------------|------------------------|
| • Contract Management | • Payment Applications |
| • Task Order Management | • Change Management |
| • Budget Amendments / Changes | • Submittals |
| • Cost Reporting | • RFIs |

Enstoa will support DEN on enhancement of the Business Processes mentioned above. The enhancements will serve to resolve errors, maintenance issues, and process improvement. The project delivery team will strategize with DEN's project lead on implementation of the required enhancements.

Implementation of New Business Processes

Enstoa will work with DEN on implementing the following business process to enhance DEN's reporting capabilities:

- | | |
|--|-----------------------|
| • Program Set Up / Project Initiation | • Permitting |
| • Processes pertaining to the close out of a project | • Quality Assurance |
| • Design Management | • Cost Management |
| | • Document Management |

Enstoa will leverage its Unifier [implementation and integration](#) approach mentioned in the implementation section of the proposal narrative on developing new business processes and integrations for new and/or existing software applications AIM Development is using for project

management. Enstoa will also assist in the development of user aides, test scripts and training materials to support the changes in Unifier. A case study for Unifier implementation was previously referenced for HCFCD under the [“Unifier Cost Control and Project Delivery Case Study”](#) section of the RFP where HCFCD engaged Enstoa on delivering a full Unifier implementation involving all their cost and construction management processes.

System Integration

Enstoa will provide DEN best practice guidance and recommendations to develop an integrated approach to leveraging the Oracle Primavera P6, Unifier, Analytics and the integration of these applications with other DEN software products to optimally meet the current and future needs of AIM Development, including the Program Management Office. Enstoa will develop new and expand existing dashboard/reports to incorporate data from other systems such as Textura and Workday. They will also provide staff to update AIM Developments data model with the integration of other systems and support the Program Management Office with the development of new dashboards in Analytics.

Enstoa has an integration middleware tool “Adapters” that lets us build integrations rapidly. For example, a typically Vendor integration can be built in Adapters in under a day once all the design and documentation is complete.

Below are some primary challenges with integrations and how Enstoa addresses them:

- **Politics and data ownership:** By clearly differentiating systems of truth and systems of management, this helps us drive productive conversations with system owners (Finance, IT, Facilities, etc). This coupled with our skill at driving consensus helps us make integrations happen.
- **Infrastructure:** We identify the high-level infrastructure design in our first workshops. This gives us the lead time to sort out tunnels and security compliance, so it will not surprise us and cause project delays.
- **Design:** By going from High-Level Design to Detail Design to Development we make sure we understand requirements before we write code. By the time we reach detail design we are doing field mappings and tweaks to business logic. This minimizes rework and surprises.
- **Product Walks:** By doing progress demo’s regularly through the development process, during these demo’s we re-review the requirements and test cases. This helps ensure that people are not surprised at UAT and ensure that people have seen things multiple times before having to sign off on something.

A case study at HRSD was previously mentioned in the [Integrations](#) section of this RFP that goes through some of the integration challenges that HRSD was experiencing and how their engagement with Enstoa resolved those issues.

As DEN is currently leveraging Oracle Primavera Integration Framework, Enstoa will work with that team on integration design/build/test/deployment task orders.

Systems Management and Technical Support

Once the new processes are live, it is critical to address user support issues quickly and thoroughly. Issues can be related to gaps in functional knowledge, data corrections due to misuse, configuration bugs, system access, general how-to assistance, and more.

Enstoa has created a Post Go-Live Support offering in response to our worldwide experience implementing complex capital project systems. The Systems Management and Technical Support DEN seeks corresponds well to Enstoa's Post Go-Live Support solution. Support to business and technical users is by our managed services team, as needed. The goal of Post Go-Live Support is to create DEN's independence on the new business processes and to drive user adoption.

Post Go-Live Support activities include and not limited to:

- Configuration adjustments emerging out of early-stage user adoption
- Troubleshooting and system corrections resulting from system misuse (expected during the ramp-up period)
- Data quality and migration issues that require a specialized technical skill and knowledge
- Modifications and enhancements to reports as users acclimate to the power of the new automated tools
- User administration support to ensure current and new users have the correct access and permissions within the system to perform their roles and responsibilities

Organizational Change Management (OCM) and Training

Enstoa will work with our subcontractors to provide DEN a full Organizational Change Management and Training solution to ensure adoption. Details on Enstoa's Organizational Change Management and Training methodology can be found in the [Implementation Approach](#) section of this proposal narrative. Details on how Enstoa will leverage the subcontractors can be found in the [MWBE Utilization Plan](#) and [Key Personnel and Ability to Respond](#) section of the RFP. These subcontractors are opXL Enterprises, Enso, and Orange Marketing with an overall 8% participation goal.

Client Team Roles, Requirements, and Time

To ensure a successful implementation, Enstoa will need active participation from both leadership and functional experts within the DEN organization. Enstoa will work with DEN to identify stakeholders and provide a clear time commitment expectation associated for the task orders. Below is a generic table outlining the percentage of time (Full Time Equivalent) that should be set aside for project involvement. Enstoa will provide before the engagement, the set of activities and responsibilities for the DEN team members who will be engaged in the project so that they have a clear understanding of what will be required of them during their involvement.

Role	Design	Build	UAT
Estimating	15%	10%	50%
Cost Control	40%	10%	50%
Contract Management	40%	10%	50%
Scheduling	40%	10%	50%
Construction Project Managers	60%	10%	100%
Document Management	60%	10%	50%
Resource Management	40%	10%	50%
Procurement	30%	10%	50%
Accounts Payable	15%	10%	50%
Finance	15%	10%	50%
IT	40%	20%	100%

It is expected that each functional team within DEN will have some interaction with Enstoa's Functional, Technical, OCM, and Education teams in addition to their subcontractors.

Gross Fee

This is an On-Call contract and task orders will be issued under this contract. Each task order can be T&M NTE, lump sum, milestone payments or other. The type of task order will be discussed and agreed with DEN and Enstoa before issuing a task order and a PO.

MWBE UTILIZATION PLAN

“Identify key personnel (name, title, email, and phone number) and their duties as it relates to the execution to the components of the Utilization Plan, specifically:

- *B2GNow (Small Business Certification and Contract Management System) User,*
- *Project Manager(s),*
- *Controller,*
- *Superintendent (if applicable), and*
- *Outreach/Community Engagement Coordinator (if applicable).”*

opXL Enterprise – MWBE/DBE/EBE/ACDBE/SBE

With years of experience in change management, Anne Marx will work alongside with Enstoa on development of change management strategy and delivery. With close alignment in our methodology and framework for Change Management, Enstoa is expecting minimal oversight and low overhead in delivery. The subcontractor will work with Enstoa’s project team to manage utilization and task order expectations. We will collaborate with DEN on understanding end user needs, adoption deficiencies, training requirements, etc. Possible task orders coming from working sessions with DEN could be strategies from training, adoption, and change management.

Anne Marx – CEO

Anne.armx@opXLenterprise.com

303-324-6029

Enso Professional Services - MWBE/SBE/DBE

Jennifer has worked for large engineering companies for most of their careers, knowing the best practice day-to-day systems that organizations use and their pain points in change management. Enso Professional Services will work with the change management lead to support change management tasks orders. These support activities might be the development and review of approved tasks order and assist on the strategy and requirements gathering related to change management.

Jennifer would hold a change management support role managing many of the task order released by DEN. Some of those tasks might be:

- Vision and branding development
- Development of training manuals, guides, and end user guides
- Coordinating and actioning with the PMO on training initiatives
- Support training course throughout the engagement

- Tracking and reporting on change management KPI's and scorecards
- Communications development

Jennifer Story - President

jen.story@ensopros.com

720-280-6224

Orange Marketing – MWBE/DBE

Orange Marketing's team will work with the Enstoa lead to support the visuals and graphics related to DEN's tasks orders. Orange Marketing has been in business for over ten years and would be pivotal on development of content supporting change management task orders. The key personnel being staffed on the task order will be depending on the task order and specialty requirements. Overall, Orange Marketing would be supporting the change management initiatives on the design and graphics side leveraging their expertise to captivate the audience and increase engagement rates with end users. These activities could include branding development, print and digital visuals for newsletters, communication, and e-mail releases, graphics for posters and info graphics. Their previous experience is proven to increase activity and click rate among users which will be a value add to DEN as this will drive adoption and change.

Kim Delashmit – President

kim@orangemarketingco.com

720-732-0160

“Provide creative strategies to incorporate new MWBE partners inclusive of but not limited to: provide an ongoing list of certified firms that provide capability statements and which of those certified firms were contacted regarding solicitations related to this project;

Enstoa will incorporate new MWBE partners as they see fit with DEN's project goals. Over 30 organizations were reviewed under this initiative and vetted by the Enstoa's executive team. Three certified firms were solicited and selected for this project. Those 3 firms are opXL Enterprises, Enso, and Orange Marketing.

Provide details of small business initiatives, technical assistance and support services; such as, bonding assistance, mentoring programs, joint ventures, etc. that may be utilized on the project;”

Enstoa will work with the sub-contractors on opportunities for small business initiatives, technical assistance, or support services that may be utilized on the project.

“Define how MWBE participation will be solicited, the subcontracting process, program and

incorporated into the Proposer's overall procurement process and retain documentation of such solicitation efforts such as distribution lists for invitation to bids, list of bidders, and awardees; how bid selections are made and keeping a record of each."

MWBE participant pool are selected from Denver's Small Business Certification and Contract Management System. Enstoa will solicit the selected organizations that provides the most value add to DEN focusing on Organization Change and Training. A informal RFQ request will be generated by Enstoa as part of this effort. The responses from the MWBE participants will fulfill the gaps from experience, cost, delivery of scope, resourcing, and rates. A scorecard will be recorded per subcontractor as part of the bid selection process. Once the subcontractor is selected by Enstoa, they will be notified and will work with DEN and Enstoa on the required documentation and agreements.

"Outline the debriefing process; how unsuccessful bidders are notified; and documentation of reasoning is retained."

Unsuccessful bidders will be notified via e-mail. Enstoa will provide a post award debriefing meeting to all participated for unsuccessful bidders per their request. Unsuccessful bidders will be notified by e-mail by Enstoa's contracting owner.

The debrief will contain these main points:

- the evaluation of the significant weaknesses or deficiencies in the offeror's proposal
- the overall evaluated rate card and technical rating
- a summary of the rationale for award
- reasonable responses to relevant questions about whether source selection procedures contained in the solicitation, applicable rules and regulations, and other applicable authorities were followed.

"Outline the communication process and involvement efforts of the MWBE subcontractors to ensure alignment of scheduling, safety requirements, owner direction, and performance expectations. Please include the mediation processes should performance issues or prompt payment disputes arise."

The project delivery team will work with DEN and the contractors to ensure alignment of the requirements and expectation of the task orders. Enstoa's project delivery team is accountable for the schedule and scope of this project and will work with the Change Management subcontractor to establish agreements terms for each task order such as schedule, level of effort (hours), resourcing, and performance. These terms will also be in alignment with DEN's expectations. Weekly PM meeting are expected to ensure alignment between DEN and Enstoa stakeholders of task order status and outcome. Weekly timesheets will also be provided to capture utilization.

Issues surrounding performance issues will be discussed internally and with DEN during scheduled cadence meetings with the required stakeholders that will be established once the project starts. The issue at hand and strategy on resolution will be agreed upon between DEN and Enstoa. The project delivery team will ensure actions items are properly managed with the desired outcome.

With the expectation that Enstoa and the subcontractor will send weekly timesheets to DEN, Enstoa foresees minimal payment disputes throughout this engagement. In the scenario that a payment dispute would arise, a scheduled meeting would occur between the affected parties to discuss the invoice in dispute. Depending on the resolution, Enstoa may be required to work with the effected parties finance department for remedy.

“Provide examples of up to a maximum of 5 projects where the Proposer has been successful in promoting the participation of small, minority and women-owned businesses. Please include what the contract participation goal was and if you met and/or exceeded that goal. Also, provide a list of certified firms that were utilized and any supportive services/technical assistance, i.e. bonding assistance, mentor-protégé programs, that were provided to small businesses to assist with meeting the goal.”

Diversity and inclusion is one of the 6 key values of Enstoa as shown on our website (<https://enstoa.com/about-us#block-visionmissionvalues>). This search for diversity is present in our recruitment efforts as well as in the selection of subcontractors and freelancers engaged on clients projects, even if there is no minimum MWBE percentage mandated by the client.

Please find below 5 examples of client projects where MWBE were engaged to deliver alongside Enstoa resources. Because Enstoa has never been engaged on a project with a mandated percentage of MWBE subcontract, Enstoa does not request MWBE certifications from its subcontractors.

1. Project 1:
 - a. Enstoa Project ID: 1676.
 - b. Client: regional utility company
 - c. Scope: PMIS implementation and roll-out
 - d. Scope subcontracted to MWBEs:
 - i. Data migration and Validation
 - ii. Change management and communication strategy
 - e. Percentage of contract subcontracted: 12%
 - f. Type of subcontracting MWBE: small women-owned business

2. Project 2:
 - a. Enstoa Project ID: 2469.
 - b. Client: Local flood control district
 - c. Scope: PMIS implementation, training and support
 - d. Scope subcontracted to MWBEs:
 - i. PMIS configuration and post go-live hyper-care support
 - ii. Creation of visuals for OCM program
 - e. Percentage of contract subcontracted: 34%
 - f. Type of subcontracting MWBE: small women-owned business

3. Project 3:
 - a. Enstoa Project ID: 2474.
 - b. Client: Healthcare system
 - c. Scope: Project Management for a series of custom software developments
 - d. Scope subcontracted to MWBEs:
 - i. Project Management
 - e. Percentage of contract subcontracted: 74%
 - f. Type of subcontracting MWBE: small women-owned business

4. Project 4:
 - a. Enstoa Project ID: 2313.
 - b. Client: Healthcare system
 - c. Scope: Custom software development
 - d. Scope subcontracted to MWBEs:
 - i. Front-end design
 - ii. Technical solution architecture
 - e. Percentage of contract subcontracted: 38%
 - f. Type of subcontracting MWBE: small women-owned businesses and small minority-owned business

5. Project 5:
 - a. Enstoa Project ID: 1763.
 - b. Client: Mining company
 - c. Scope: PMIS implementation and roll-out
 - d. Scope subcontracted to MWBEs:
 - i. Vision and communication strategy
 - e. Percentage of contract subcontracted: 14%
 - f. Type of subcontracting MWBE: small women-owned business

ADDITIONAL INFORMATION

“The Proposer is invited to describe any aspects of its organization or proposal which, by way of background, experience, unique qualifications, or other basis, sets this company (team, etc.) apart from the competition in its ability to accomplish this Scope of Work.”

INDEX OF TRADE SECRETS/PROPRIETARY INFORMATION

The content listed in the table below should be considered trade secrets/proprietary information. The contents below should be excluded from public disclosure.

Page(s)	Section	Justification
4-11	Implementation Experience	This section includes proprietary frameworks, artifacts and processes that define Enstoa’s implementation approach which includes project management, change management, and training
11-13	Implementation Experience – Unifier Cost Control and Project Delivery Case Study	Proprietary case study - HCFCD
14-16	Systems Integration – Integration Project Case Study	Proprietary case study - HRSD

Resumes

The following pages are resumes of key and non-key Enstoa personnel and subcontractor’s resumes. The list of key, non-key, and subcontractors are as follows:

- Key Personnel
 - Yongil Fleisher
 - Bryan Burris
 - Karla Watts
 - XianFeng Huang
- Subcontractors Key Personnel
 - Anne Marx
 - Jennifer Story
 - Kim Delashmit
- Non-Key Personnel
 - Mary Fountain
 - Pedro Marquez
 - SunRey Eagle
 - Christina Moses
 - Adam King



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Yongil Fleisher – Key Personnel

Yongil joined Enstoa in 2010. Yongil has over a decade of experience in assessing and implementing digital solutions for organizations running complex capital programs. Yongil oversees a vast portfolio of clients with varying levels of digital maturity across two hemispheres. Yongil combines his deep technical background with his client management experience to help set and manage against realistic scope expectations that can be understood by business and technology people, alike.

Yongil works with a range of clients in the healthcare, public, and energy and natural resources sectors. His technical expertise includes a wide variety of enterprise-level applications, project management and cost control systems, integration and dashboarding technologies.

Project Experience

Harris County Flood Control District (HCFCD)

Oversaw the implementation of Oracle Primavera Unifier and Oracle Primavera P6 to replace a series of home-grown applications. This effort included an overhaul of existing processes, a Primavera Unifier implementation, data migration, and a set of integrations. This will be a multi-year, multi-phase project that will include additional implementations, integrations, and analytics.

Hampton Roads Sanitation District (HRSD)

Oversaw the implementation of series of integrations between Primavera Unifier and Oracle EBS. This includes process optimization, system integration, system configuration, and testing. Also was the project lead for a complex data migration effort, P6 to Unifier integration, ETL, and a set of business intelligence initiatives.

Citizens Energy Group (CEG)

Engagement lead for a roll out of a new Unifier template, development of several complex BI Publisher reports, and new business processes.

San Diego Unified School District (SDUSD)

Solution Architect for a multi-phase Primavera Unifier implementation and complex data migration from Primavera Contract Manager and P6 into Unifier, leveraging Enstoa technology. Yongil also worked with SDUSD to design and implement a complex series of integrations between Oracle's PeopleSoft and Oracle's Primavera Unifier.

Ivanhoé Cambridge

Oversaw the implementation of a multi-year implementation of a Primavera Unifier implementation and a set of Unifier/JDE integration. This included process optimizations, Primavera Unifier configuration, business intelligence, analytics, integration development, user adoption, testing, and post go-live stabilization.

7-Eleven

Solution Architect for complex Oracle ERP to Unifier integration. Technical lead for data migration. Level 3 technical support for Unifier and/or integration related issues.

ITC Holdings Corp

Solution Architect for several complicated integrations between Unifier and various systems (WMS, PowerPlant, P6, etc.), process enhancements and process optimizations. Solution architect and technical lead for data migration into Primavera Unifier. SME and co-Solution architect for PeopleSoft/Unifier integration.

City of Oklahoman (OMES)

Engagement lead for a new Unifier implementation including a suite of BPs and BI Publisher reports.

NYU Langone Medical Center

Solution architect and technical lead for the complex data integration between PeopleSoft and Primavera Unifier. Team lead for complex data migration from the facility team's legacy project management tool into Unifier. Level 3 support for integration and configuration issues.

New York-Presbyterian Hospital

Used SharePoint 2007 to design and develop sites for New York-Presbyterian Hospital's Capital IT and Facilities Departments. Responsible for SQL Database Design, ETL creation, maintenance, troubleshooting, and optimization. Served as Lead Programmer for code behind the complex Unifier/Lawson integration. Developed complex reporting solutions using SQL Server Reporting Services (SSRS), Flash, Tableau, Crystal Reports, and QlikView.

Cedars-Sinai Medical Center

Led SQL Database Design and ETL creation. Managed maintenance, troubleshooting, and optimization activities.

New York Department of Design and Construction

Led SQL Database Design and ETL creation. Managed maintenance, troubleshooting, and optimization activities. Developed complex reporting solutions using SQL Server Reporting Services (SSRS), Flash, Tableau, Crystal Reports, and QlikView.



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Bryan Burris – Key Personnel

Bryan joined Enstoa in 2010 and is a trained architect. With a rare combination of advanced technical prowess, pragmatic business knowledge, and refined interpersonal skills, Bryan is known for his ability to accelerate digital transformation and get things moving in the right direction. Bryan has led the deployment of Oracle Primavera Unifier in a wide variety of enterprise environment.

His work knowledge is obtained by an on-the-ground understanding of the way contractors, builders, and developers operate. This skill was garnered through his background in design, construction, and construction management.

Project Experience

HCFCFCD – Solutions Architect

Was the Solution Architect for a large-scale implementation of Primavera Unifier to replace a series of home grown applications. This included over 40 business processes, several interfaces, business intelligence, and data migration. This will be a multi-year, multi-phase project that will include additional implementations, integrations, and analytics.

Northwell – Solutions Architect

Bryan stepped in to assist with an overhaul of a complex Primavera Unifier implementation at Northwell, a major health care provider in New York. Northwell has been using Unifier for over eight years, and wanted to streamline their existing processes and integrate these processes with Oracle's PeopleSoft ERP. Bryan spearheaded the design work to reimagine their Unifier business processes and architect their integrations.

University of California, Berkeley

Bryan worked with the University of California, Berkeley (UCB), to design and implement new processes into their existing environment. UCB has owned Unifier for over seven years and wanted to add several new functional areas of work, including a complex Soft Lien and Project Intake process. Bryan oversaw the design, development, testing, and deployment of these new processes.

Ivanhoé Cambridge – Solutions Architect

With real estate assets around the globe, Ivanhoé Cambridge has an unusually large number of capital projects happening at any given moment and needed a way to keep on top of it all. The company had already purchased Oracle's Primavera Unifier, but there had been some challenges with getting the platform off the ground and murmurs about the viability of the solution had begun to circulate among team members. Enter Enstoa's Bryan Burris, who

clarified the team's requirements and created a more stable system design as well as a strategic roll-out plan. By the end of the project, Ivanhoé Cambridge was able to accomplish their loftiest ambitions for Unifier and the team's doubts had been transformed into genuine enthusiasm and engagement with the platform. The company now uses it to manage a massive array of projects and processes related to design, procurement, contract management, documentation, project planning, and project management.

Kellogg Company - Solution Architect

Multinational food-manufacturing company and American icon Kellogg's was stuck with a system that didn't yet meet their needs. The company's vision had been to use the system to manage hundreds of capital projects in the 18 countries where it manufactures its products—everything from replacing an oven in London to building a multi-million-dollar plant in South Korea. The problem, though, was that the system wasn't interfacing fluidly with Oracle's Primavera Unifier, so the company's data was incomplete in several key areas. More grist for the mill? Kellogg had gone directly to Oracle to try to fix the issue, but Oracle had informed the company it couldn't come up with a solution. Bryan got involved with the project and was able to define Kellogg's needs more closely and then, acting as the company's advocate, translated those needs directly to his contacts at Oracle. Using new information gained through that process, Bryan then led the creation of a customized bolt-on solution that would help to achieve the integration with Unifier that Kellogg's was seeking. This out-of-the-box solution helped Kellogg's achieve its goal of having a truly integrated system.



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Karla Watts – Key Personnel

Karla joined Enstoa in 2017. Karla, Senior Director of Learning Solutions, is responsible for professional education across Enstoa’s portfolio of projects. With over 20 years of experience working in corporate education, as well as project and product management for high-tech software companies, Karla is an expert at aligning employee and customer needs with business strategies by implementing fun, innovative professional training programs.

Karla has extensive experience assessing and anticipating all levels of customers’ needs, working with client teams and consultants to implement custom educational solutions. As a Certified Scrum

Master and Certified Scrum Product Owner, Karla understands the importance of agile development and works closely with teams to provide the right mix of education throughout the project. Having built professional educational departments from scratch at other companies, she understands what is needed to break down complex, enterprise-level software programs and create engaging, successful classes for both functional and technical users.

Karla’s passion is to help people succeed in their roles and careers using creative student education and efficient change management. Karla has worked with all sizes of commercial and government clients around the world, in a variety of industries, providing standardized and customized software educational programs to fit their needs. With instructor-led classes, e-learning, job aides, seminars, Q&A sessions and product documentation, she delivers the content and format needed for every possible situation.

Project Experience

Partners Healthcare

Customized Unifier UAT training

Northwell

Healthcare – Scheduling Essentials process training, P6 familiarization and administrative training

Ivanhoé Cambridge

Canadian based global real estate organization – Unifier familiarization, customized UAT, administration and configuration training

HCFC

Flood Control – Unifier familiarization, administration and configuration training as well as customized end user classroom training and multiple customized eLearning modules

Ministry of Defense (United Kingdom)

Government agency – Unifier configuration training

Cedars-Sinai Healthcare

Custom training for project data management system for large capital projects from bid thru construction

Sinopec Engineering Group

Chinese based global engineering company – Soft-skills process and procedural training across various levels

PIF/Jasara Saudi Arabian real estate

Unifier familiarization training as well as customized end user classroom training and multiple customized eLearning modules

NYP Healthcare

Unifier familiarization and administration training

MBI Engineering

Unifier familiarization and administration training

Pioneer

Natural Resources – Detailed training plan for implementation



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XianFeng Huang – Key Personnel

XianFeng joined Enstoa in 2018. XianFeng is a project manager with a background in executing and delivering PMIS and telecom projects. He has over nine years of experience serving a wide variety of industries including healthcare, manufacturing, education, government, and hospitality both domestically and internationally. XianFeng has a reputation for delivering multiple, complex projects under tight deadlines to meet client expectations. He excels at developing and executing project plans based on client specifications and has managed multiple projects and teams concurrently on multimillion dollar projects.

Project Experience

Harris County Flood Control District (HCFCD) – Project Manager

Oversaw the implementation of Oracle Primavera Unifier and Oracle Primavera P6 to replace a series of home-grown applications. This effort included an overhaul of existing processes, a Primavera Unifier implementation, data migration, and a set of integrations. This will be a multi-year, multi-phase project that will include additional implementations, integrations, and analytics.

Hampton Roads Sanitation District (HRSD) – Project Manager

Oversaw the multi-year implementation of series of integrations between Primavera Unifier and Oracle EBS. This includes process optimization, system integration, system configuration, and testing. Also was the project lead for a complex data migration effort, P6, P6 to Unifier integration, ETL, and a set of business intelligence initiatives.

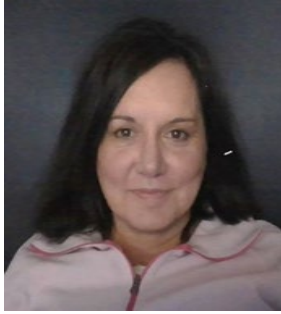
Yale New Haven Hospital – Project Manager

Yale New Haven Hospital (YNHH) is a not for profit academic medical center, and primary teaching site for Yale School of Medicine and Yale School of Nursing in Connecticut. YNHH is consistently ranked among the best hospitals in the United States. After an initial review of YNHH's operations and business processes, Enstoa assisted with the final software selection process. Currently, Enstoa is engaged in the implementation phase of the selected construction program management solution. As part of the project delivery process, XianFeng ensures the delivery team is on track in meeting client expectations by verifying the team's progress through Enstoa's methodology, which is also our quality assurance plan. He monitors the timing of artifact development and coordinates validation of quality assurance of those artifacts across the project life cycle by maintaining transparent and open

communication among project stakeholders. XianFeng is also responsible for forecasting progress and communicating to the client the current position of work streams on the project.

State of Kansas NG911 – Project Manager

XianFeng supported the State of Kansas NG911 project as the wireline project manager for the transforming Kansas's 911 legacy system to the improved E911 system with FirstNet integration. He established business processes on integration and implementation for ethernet and TDM installs.



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Christina Moses – Non-Key Personnel

Christina joined Enstoa in 2021. With a background in construction general contracting Christina has over six years of experience with project administration, working in construction management systems. Christina has several years of professional experience including sales, finance, purchasing and customer service.

Christina holds a bachelor's degree in Project Management with a specialization in Business Administration from Colorado State University. Christina is a Certified Associate in Project Management from the Project Management Institute (PMI) and holds an Ethical Leadership Certification from NASBA Center for the Public Trust. Christina is a member of the Project Management Institute, including the local Denver, CO Mile-Hi Chapter.

Project Experience

Industrial Construction General Contracting

Worked with clients, internal associates, subcontractors, and vendors to deliver full-service design built industrial projects. Coordinated administrative functions from project bid through closeouts. Tracked budget and schedule to keep team on schedule and within budget.

Financial and Retail

Providing construction general contracting project management to financial and retail clients assisted team with subcontractor communications, schedule and budget analysis, estimating, billing and status updates.

Agriculture Financial and Sales

Working with a global team of professionals, assisted in SAP navigation and training for accounts payable, expense reporting, and sales. Utilized SAP experience to research issues, solve problems, collaborate and train others in SAP and PeopleSoft Enterprise Resource Planning (ERP) systems.



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Adam King – Non-Key Personnel

Adam joined Enstoa in 2014 and is an expert in the full Primavera suite including Unifier and P6 EPPM. For the last 6 years with Enstoa, Adam has proven his ability to increase capital planning efficiency and enhance client processes through successful Primavera solution implementations. He has extensive experience implementing controls in a multitude of industries including general construction (state, federal and private), mining and natural gas, DOT/Transportation, defense/military, power and utility, and manufacturing.

Adam was the Master Scheduler for the \$20+ billion Defense Policy Review Initiative in Okinawa, Japan, as well as the Owner's Group Schedule Manager for the \$2.4 billion Wiggins Island Coal Export Terminal (WICET) in Queensland, Australia. Adam successfully implemented and utilized Primavera P6 EPPM for project scheduling and progress capture/reporting.

Project Experience

Lima Airport Partners – Solutions Architect

Lima Airport needed an array of custom business processes that would help manage budgeting and procurement activities, meet various health and safety regulations, and prioritize their various capital projects. To meet that ongoing need, Adam designed and implemented 17 custom processes for the organization's Primavera P6 environment. Along the way, Adam and the Enstoa team are introducing Lima Airport's leaders and staff members to industry best practices to advance them to the next level of capital project management.

San Diego Unified School District – Solutions Architect

The District's leaders selected Unifier to replace an outdated system. They needed the new system to be intuitive and seamless. Adam developed 107 custom business processes related to project management, construction management, and cost management. His agile approach kept engagement high among new users of the system. District leaders were so impressed, they extended the project, so Adam could design additional advanced functionality.

Cupertino Electric – Solutions Architect

Cupertino Electric needed an integrated project controls solution to accompany their new enterprise resource planning platform. Adam was able to develop 34 highly customized business processes for them related to project management, construction, environmental standards, and engineering. Adam employed a nimble style of designing the new processes immediately after meeting with key stakeholders. Adam conducted deeper one-on-ones with the most subject matter experts at the organization. The result was an advanced, sophisticated work product that supported Cupertino Electric's overall values of innovation.

Avalon Bay Communities (AVB)

Primavera Trainer for Primavera Unifier implementation. Utilized the Oracle User Productivity Kit (UPK) training system to develop video and "click-demo" type tutorials that can be launched from within the Unifier help menu. Responsibilities included development of narratives related to BP and workflow process steps; individualized training development for role-based user groups, hard-copy manual writing, and UPK tutorial development/implementation. Worked with System and Construction management directly to track and maintain key release dates and ensure that training development KPI does not fall behind. Also worked with internal L&D for Avalon Bay to "train the trainer" and ensure AVB's autonomy towards self-learning of end users on new system functionality and processes.



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Pedro Marquez – Non-Key Personnel

Pedro joined Enstoa in 2018 and has been an IT Consultant for over 6 years with 4 years dedicated to Oracle Primavera applications analyzing customer requirements, designing and implementing solutions across multiple businesses in multiple countries.

During those 4 years Pedro has been more focused on Unifier implementation from scratch. His primary focus, while driving Unifier development cycles, has been simplicity implemented to process and good user experience.

Project Experience

Lima Airport Partners

Support: Activities such as User Creation, BP configuration, enhancements to existing BPs, Data views, UDRs and custom prints reports.

Implementation: Full cycle Unifier development from start to closeout including BP design, data migrations, cost related processes, functional requirements and documentation.

Partners Healthcare & New York Presbyterian Hospital

Unifier Data views code writing, UDRs and custom print reports creation for multiple projects and business process. Enhancements to different business processes covering overall areas and OOTB functionalities for different business requirements.

Internal Accounting Platform Enhancements

SQL Server: Objects Development including tables, views and store procedures creation and updates for enhancements. Led development effort and design solution for the application's DB. Power Automate flows creation, configuration and testing to connect QuickBooks with application's DB.

Adapters (In-house Integration Platform)

Setup and configuration for integration points to create/update data with different Unifier Projects.

TATA Consultancy Services:

Worked at onsite for over a year directly with the customer developing a brand new Unifier implementation from scratch. Analyze onsite customer's business requirements and existing processes through weekly meetings to explore new enhancements and potential solutions inside Unifier application. Engaged new clients presenting application demos and then gather their business requirements to develop new business process, flowcharts, workflows and reports. Responsible for Unifier Business process implementations, application upgrades, administration, user addition and profile configuration. Provide dedicated trainings to end users for the business processes developed for the customer and new project team members.



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SunRey Eagle – Non-Key Personnel

SunRey joined Enstoa in 2018. SunRey develops software that streamlines business processes and improves task productivity. This includes designing the technical/business requirements and prototyping user interfaces with the client. SunRey has also developed and maintained applications for several enterprise level businesses. He lead and coordinated troubleshooting efforts and implemented solutions with interdisciplinary teams to address technical challenges in development and resolve business impacting issues.

SunRey holds a Bachelor of Science from the University of Colorado at Denver.

Project Experience

Enstoa – Solution Owner

SunRey works as the Solution Owner for the Enstoa flagship product Enstoa Adapters. He co-ordinates a team of developers in the planning and implementation of new features for the product. SunRey is currently leading an effort to rebuild Adapters into a modern UI.

New York Presbyterian Hospital (NYP) – SharePoint developer

SunRey served as application developer for New York Presbyterian Hospital, upgrading their custom SharePoint applications from SharePoint 2010 to SharePoint 2016. SunRey also spent time building out custom applications such as “Room Finder”, “Facilities Service Request”, and “MHC Image Viewer”.

University of California, Berkeley – Integration Developer

SunRey served as integration developer for the University of California, developing an integration between Unifier and custom applications using Power Automate.

RGDC, Berkeley – Integration Developer

SunRey served as integration developer for RGDC, consulting them on building out an integration between Primavera Unifier and Yardi Voyager using Power Automate.

Yale New Haven Hospital (YNHH) – Custom App Developer

SunRey worked as an application developer working on a custom application for Yale New Haven Hospital to download data out of E-Builder and load it into a data warehouse. SunRey also worked with Yale New Haven Hospital to develop custom code to load data space data (buildings, floors, rooms, etc.) through a Cosmo DB.

Kaiser Permanente – Application Support Engineer Level 3/2 Technical Support

SunRey served as application support engineer for Kaiser Permanente's Java enterprise application as well as development of supporting applications. He developed and maintained server-side scripts and applications that support the primary pharmacy application. Designed reports and queries for director-level reports.

University of Colorado Denver – Student Software Developer

SunRey served as student software developer for the University of Colorado's Anschutz Medical Campus Office of Admissions. He developed C# MVC web application with SQL server database to implement a student application reviewer app and interview scheduler. He also developed the technical and business designs, designed the primary interface with the client, and programmed the interface and the backend code.



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Mary Fountain – Non-Key Personnel

Mary joined Enstoa in 2018. Mary is an experienced associate and implementation consultant with over 12 years of experience within the construction industry in areas of transportation and real estate development.

With a strong understanding of business analysis, testing and training, Mary has been a key person at major clients and has worked on project teams implementing and supporting Unifier.

Being highly organized, detailed oriented, dedicated and reliable, Mary's knowledge in software system application support, project controls and web-based software project management comes an asset when managing stakeholder expectations and serving as an effective change agent.

Project Experience

Harris County Flood Control District

As an experienced Unifier Implementation consultant, Mary was a member of a project team implementing Oracle Primavera Unifier. Mary worked closely with stakeholders in on-site and remote design sessions to gather requirements and create design documentation for stakeholder approval. Being a key configuration specialist on the project, Mary built Business Processes, workflows and completed configuration and set-up. Other tasks included, designing Product Walk documentation and participated in Product Walk sessions with stakeholders. Having experience in BI Publisher, Mary accomplished reporting requirements by creating BI publisher reports and custom report templates.

University of California, Berkeley

As a configuration consultant, Mary was a project team member supporting the Unifier Enhancements project. With experience to thoroughly complete the deliverables on schedule, Mary was responsible for making changes to current Business Processes and Reports. This included creating and updating business processes and workflows, configuration and set-ups, report updates, creating Product Walk documentation and participating in Product Walks with stakeholders. Having knowledge in BI Publisher was an asset Mary utilized to accomplish reporting requirements.

Ivanhoe Cambridge Inc.

As a Unifier implementation consultant supporting the Oracle Primavera Unifier Implementation at Ivanhoe Cambridge. Mary's key responsibilities were creating a variety of Project Management BI Publisher custom reports and customs contract templates for various business functions. Based on the requirements, Mary worked closely with stakeholders to complete configuration changes to Business Processes, Workflows, Templates, Set-ups and Reports also providing the client with the necessary knowledge transfer documentation.

As an Operational Performance Analyst at Ivanhoe Cambridge, Mary was a key member of the project team to implement Oracle Primavera Unifier to replace the legacy Microsoft Access databases. Responsible for performing user acceptance testing, identifying gaps, suggesting improvements, while also identifying requirements and processes that support the business goals and objectives.

Metrolinx

As a Business Systems Analyst, Mary was part of a major (transit) capital project team implementing Oracle Primavera Unifier. Contributing and supporting the implementation, configuration and maintenance of new business processes and procedures, Mary was a subject-matter-expert leveraging system for tracking project cost, schedule, contracts and risk.



Certifications: City & County of Denver SBE,
WBE, DBE, EBE and ACDBE

T: 303.324.6029

Anne Marx

SUMMARY OF EXPERIENCE

Change Management Consultant with expertise driving initiatives from vision to execution, resulting in higher quality and efficiency at a lower cost. Proven capability in leading people to achieve self-sustaining solutions. Key skills in program management, strategic sourcing, process improvement, and leveraging technology solutions. Diverse industry experience includes high tech, financial services, communications, call center, data center, healthcare, oil and gas and military.

Areas of specialty include:

- Program and Project Management (PMO)
- Strategic Sourcing
- Supplier Management
- Change Management
- Process Improvement
- Business Process and Technology Solutions
- Strategic Planning
- Cross Functional Team Leadership

RELEVANT EXPERIENCE

- Supported executive team with change management support throughout significant reorganization including plan, coordination, messaging, communications and presentations including a weekly communications series. Developed change management training and tools for leaders.
- Led design decisions, testing, implementation, and change management strategy for corporate procurement request intake system in eight weeks to meet regulatory requirements.
- Responsible for planning, coordinating, communications through severance on 12 reorganizations.
- Supported productivity and cost savings initiatives with opportunity identification, analysis, and action planning; identified \$1.6M in savings.
- Reengineered Strategic Sourcing department's procurement strategy and tactics for \$8B annual spend to improve productivity, increase departmental capability, and improve customer support.
- Responsible for a small procurement team achieving \$92M savings in one year.
- Faced with limited procurement resources, streamlined requirements and decreased cycle time by 85% on low risk procurements.
- Partnered with cross functional client team to project manage network upgrade initiative by tracking progress, issues and risks, tracking financials, and leading weekly project meetings and input to monthly executive status briefings.
- Led a competitive proposal process from requirements gathering to contract negotiations for healthcare organization to select a HR information system.
- Led five month assessment of mail centers, data entry, print requirements, and mailing processes to identify efficiencies and cost savings for a healthcare company. Identified over \$7M in savings opportunities. Delivered \$425K in savings.
- Responsible for corporate change management initiatives standardizing and moving work from field HR to a Shared Services structure and driving self service culture at Comcast. Supported 500 HR professionals and 60,000 employees. Identified SAP process automation opportunities and \$5M savings.
- Improved technology utilization for a 25,000 employee, cross functional change management and training project reducing system error rates by 65%.
- Built a temporary staffing procedure to support critical field technology upgrade project staffing 150 temporary employees in locations across Colorado.
- Established scalable procurement and operations processes for a start up healthcare services company providing HIPAA compliant electronic medical record technology solutions.



Certifications: City & County of Denver SBE,
WBE, DBE, EBE and ACDBE

T: 303.324.6029

PROFESSIONAL HISTORY

opXL Enterprise <i>CEO Change management and operations solutions</i>	2017 - Present
Marx Business Solutions <i>Owner Change management and operations solutions</i>	2013 - 2017
Comcast <i>Director HR Operations and Change Management</i>	2008 - 2012
StarTek Inc. <i>Senior Director</i>	2005 - 2008

EDUCATION AND CERTIFICATION

Master of Science in Systems Management, University of Denver
Bachelor of Science Degree, United States Military Academy, West Point, NY
Senior Professional in Human Resources (SPHR) Certification

RESUME



Jennifer Story **President**

Mrs. Story brings over 15 years of experience in quality management, project management, document management, and implementation analysis roles. She has a proven track-record in leadership roles. Her strengths include team alignment and management, quality assurance, auditing, and improving work procedures.

RELEVANT EXPERIENCE

Role: Owner / President (2016-)

Location: Denver, CO

Company: Enso Professional Services LLC

Leads the development and execution of the company's long term strategy with a view towards creating continuous growth. Responsible for the company's day-to-day management decisions including all organizational, staffing, marketing, and expenditure decisions required to achieve the long- term strategy. Advises and communicates to the board on the direction and financial status of the company.

Role: Quality Manager & Document Control Manager

Location: Edmonton, Alberta

Company: Jacobs Engineering

As Quality Manager, Mrs. Story was ultimately responsible for ensuring excellent performance on all aspects of a project, including engineering, design, and construction. Conducted project initiation reviews and

monthly project performance reviews on all projects. Implemented the Jacobs Quality Assurance Programs. Assisted in the recruitment, training, and development of quality department personnel. Provided positive direction, solutions, implementations and assistance to various personnel in improving operational effectiveness and efficiencies within all key construction activities. Actively participated in Change Management seeking improvement to the Quality and/or Work Procedure Manuals. Ensured and monitored that project runs on time and on budget within the allowance allocated in the inspection field. Acted as key facilitator of Value Enhancing Practices and ensured that the delivery of project documentation was both accurate and timely.

Role: Project Collaboration Lead – Jacobs Project Information System (JPI)

Location: Calgary, Alberta

Company: Jacobs Engineering

Collaborated in the developed of the Implementation Plan for Canada wide implementation of Jacobs Project Information System. Worked closely with project teams to maintain the integrity of project data housed in JPI (all project deliverables). Was responsible for measuring effectiveness of system processes and procedures, assisting in interfaces with client employees and clients' standards and systems, ensuring accounts were setup for new users, and ensuring they were adequately trained in JPI following both clients' and Jacobs' standards. Developed implementation training plans for complex office/multi office/multi country projects, and provided leadership to Calgary's JPI team. Was ultimately responsible for JPI support team and customizing processes to address the needs of the clients' team.

Role: Project Manager & QA Testing Team Leader **Location:** Calgary, Alberta

Company: Accurate Business Systems, Ltd.

Supervised the management of all installation teams and maintained the position of “In-house Trainer” for all technical trainers utilized on teams. Acted as a liaison between software developers to develop and install software interfaces. Was responsible for all projects – new installations and retrofits – beginning at inception through budgeting, scheduling, equipment co-ordination, testing, training, and installation, by implementing specific requirements. She developed and measured implementation strategies that allowed team members to complete projects with the utmost success, organized and facilitated all communication between the technical department and the marketing/management, and was fundamental in the development of in-house training material and facilitating quality-training strategies.

Role: Implementation Analyst **Location:** Calgary, Alberta

Company: Alberta Business Solutions

As Implementations Analyst, provided Business and System Analysis to current and prospective clients, worked closely with clients to ensure that the analysis facilitated their end goal, and provided post implementation support. Was responsible for the installation, training, and implementation of System applications and for measuring effectiveness of implementation strategies. Developed training and implementation material to facilitate the systems operation for clients and provided ongoing training seminars for both end users and administrators following initial implementations.

Project: Oil Sands RCP 1.1 **Location:** Alberta, Canada

Client: Petro-Canada

\$2.5 Billion

Quality Manager for a Process Design Package for the Sulphur Block consisting of a single train Amine Tracking Unit, a two train Sour Water Stripper Unit, and a two train Sulphur Recovery Unit complete with sulphur degassing, storage and loadout.

Project: Firebag Program **Location:** Fort Mackay, Alberta

Client: Suncor

\$40 Billion Program

Quality Manager for a program comprised of several distinct projects in parallel execution ranging from Small Projects support to Expansion work at Suncor’s Firebag Facility. Assisted Suncor in Project Cornerstone Implementation, a business transformation process to streamline hundred’s of tools and applications.

Project: Third Lake Power Plant **Location:** Fort Chipewyan,

Alberta **Client:** ATCO Power

\$500 Million

Quality Manager on a schedule driven, diesel generated power plant project that was being constructed in a very remote location where logistics were largely reliant on a winter road.

Project: Southern Lights and Alberta Clipper

Location: Various Locations

Client: Enbridge Pipelines

Quality Manager on a series of related projects comprised of NPS 36 pipelines at various locations in Canada and the USA, with new barrel tanks, receiving traps, pipe modifications, booster pumps, QA facilities, and custody transfer metering

KIM DELASHMIT

President • Account Strategy - 12 Years

2009 – Present: President, Orange Marketing

Founded and oversee agency operations as well as account strategy

2008 - 2009: Vice President, Fixler + Davis Advertising and Design

Led strategic planning and marketing execution for clients such as Denver Center Theater Company, RTD, and others

2005 – 2008: Marketing Director, Butterfly Pavilion

Oversaw three departmental budgets, advertising agency, brand identity, media relations, and membership

2003 – 2004: Director of Marketing and Communications, Title America

Oversaw corporate communications strategies and sales and marketing initiatives that supported \$19 million in revenue across 20 branch offices

2002 – 2003: Marketing Director, Art Students League of Denver

Directed marketing of classes, membership and fundraising programs including budgeting, evaluation, public relations, and collateral production

2000 – 2002: Associate Development Director, Colorado Ballet

Directed annual fund and related partnerships, positioning, budgets and events

2000: Contractor, Community Matters

Wrote the Mount Evans Scenic and Historic Byway Management Plan

1999 – 2000: Copywriter, National Geographic

Wrote museum exhibits and edited travel book content

1993 – 1995: United States Peace Corps, Mali, West Africa

EDUCATION

Bachelor of Arts, University of Colorado Boulder, 1993

Master of Arts, University of Montana, 1999

Leadership Denver Graduate, Class of 2013

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that,
according to the records of this office,

ENSTOA, INC.

is an entity formed or registered under the law of Delaware, has complied with all
applicable requirements of this office, and is in good standing with this office. This entity has
been assigned entity identification number 20211227629.

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 03/03/2021 that have been posted, and by documents delivered to this office
electronically through 03/04/2021 @ 14:41:25.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this
official certificate at Denver, Colorado on 03/04/2021 @ 14:41:25 in accordance with applicable law.
This certificate is assigned Confirmation Number 12993586.



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

Attachment 1, Part 3 Disclosure of Legal and Administrative Proceedings and Financial Condition

**City and County of Denver
Denver International Airport
(Please use this form)**

If no disclosure required in accordance with III-15, please sign affirmation statement.

The undersign affirms that Enstoa, Inc. (Proposer) has not been involved in any legal or administrative proceedings which involve a claim in excess of Fifty Thousand Dollars (\$50,000.00); has not filed bankruptcy within the last ten (10) years; has not been debarred or suspended from bidding/proposing on any Federal, State or local government procurements; and neither the Proposer nor its key employees have been convicted of a bid/proposal-related crime, violation or felony in the last five (5) years.

Signature  Title Chief Financial Officer

Print Name Arnaud Giret

Date March 9, 2021

If disclosure is required in accordance with 1-13, please use the following space to provide information. If additional space is needed, please attach additional pages.

IV. ATTACHMENT 1, PROPOSAL FORMS**Attachment 1, Part 1 Proposal Acknowledgement Letter****City and County of Denver
Denver International Airport**Proposer: Enstoa Inc. Date: 3/8/2021

Michael Sheehan, – Senior Vice President
Airport Infrastructure Management
Airport Office Building (AOB)
Denver International Airport
8500 Pena Boulevard
Denver, Colorado 80249-6340

In response to the Request for Proposal (RFP) dated February 11, 2021, for RFP NO. 202157562, the undersigned hereby declares that he/she has carefully read and examined the proposal documents and hereby proposes to perform and complete the work as required in the Scope of Work. Attached hereto are the completed responses to Parts 2, 3 and 4 of the Proposal Forms.

The undersigned agrees that this proposal constitutes a valid offer to negotiate a Contract with the City and County of Denver (City) to perform the work described in the proposal documents.

After final agreement on the terms of the Contract has been reached, the undersigned agrees to execute the Contract, which will be prepared by the City, in a timely manner.

The undersigned acknowledges receipt and consideration of the following addenda to the proposal documents:

Addenda Numbers: 1

The undersigned certifies that he/she has examined and is fully familiar with the proposal documents and has satisfied him/herself with respect to any questions regarding the RFP which could in any way affect the undersigned's understanding of the Scope of Work or any estimate of the cost thereof.

Signature:  _____Type or print name: Jordan CramProposer's Business Address: PO Box 40554, New York, NY 11204E-mail address: jcram@enstoa.com

Attachment 1, Part 2 Proposal Data Form

**City and County of Denver
Denver International Airport
(Please use this form)**

Proposer Name: Enstoa, Inc

Proposer Address: P.O. Box 40554, New York, NY 11204

Phone: 212-913-0870 Fax 646-607-3849

Email: agiret@enstoa.com

Federal Identification Number: 26-0826579

Principal in Charge (Name & Title): Arnaud Giret (Chief Financial Officer)

Project Manager for this RFP (Name & Title): Yongil Fleisher, Senior Director

Equal Employment Opportunity Officer: Arnaud Giret

Name(s) of Professional and Public Liability Insurance Carrier(s):

Federal Insurance Company

**Parent Company Information
(If Applicable)**

Name of Company: _____

Address: _____

Phone: _____ Fax: _____

Contact Person: _____

Submittal is for (check one):

- Sole Proprietorship
- Partnership
- Corporation

If this is a corporation, then you are the (check one):

- Subsidiary
- Parent Company

State of Incorporation: Delaware

Is this a joint venture?

- YES
- NO

If this is a joint venture, a certified copy of the Joint Venture Agreement must accompany this proposal.

Licenses to perform work (issuing authority, date and validity—please provide copies of all listed):

CERTIFICATION

The undersigned certifies that to the best of his/her knowledge, the information presented in this Proposal Data Form is a statement of fact and that the Proposer has the financial capability to perform the work described in the Proposer's documents.

Signature  Title Chief Financial Officer

Print Name Arnaud Giret

Date 03/04/2021

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Enstoa, Inc.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____		
	5 Address (number, street, and apt. or suite no.) See instructions. 1178 Broadway, 3rd Floor		Requester's name and address (optional)
	6 City, state, and ZIP code New York, NY 10001		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
2	6	-	0	8	2	6	5	7	9

Part II 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; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 01/01/2021
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



**DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO)
1B - LIST OF PROPOSED SUBCONTRACTORS,
SUBCONSULTANTS, AND/OR SUPPLIERS**

City & County of Denver Contract No.: 202157562

To be completed by all proposers/submitters including certified self-performing firms.

Please list all known firms the undersigned proposes to utilize. **This form shall be utilized for RFQ/RFP/On-Call or any other procurements DSBO deems required with undetermined dollar amount associated with the proposed firms work.** Any certified firm listed must be certified by the City and County of Denver. If additional pages are required, please copy and attach the second page. Form 1A must be updated and submitted to DSBO upon contract execution and when subcontractors, subconsultants, and/or suppliers are added throughout the contract duration.

Contractor/Consultant		
Name of Firm: Enstoa Inc.	<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative: Jordan Cram		
Signature: 	Date: Mar 12, 2021	
Address: PO Box 40554		
City: New York	State: NY	Zip: 11204
Phone: (917) 992 0113	Email: jcram@enstoa.com	
Total Proposed Contract Value \$: On-Call	Self-Performing Contract Value \$: On-Call	

Subcontractors, Subconsultants, and/or Suppliers		
Name of Firm: opXL Enterprise	<input checked="" type="checkbox"/> MWBE (v) <input checked="" type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input checked="" type="checkbox"/> EBE (v)	
Firm's Representative: Anne Marx – President		
Phone: 303-324-6029	Email: Anne.armx@opXLenterprise.com	
Type of Service: Software and Change Management Solutions		

Name of Firm: Enso Professional Services	<input checked="" type="checkbox"/> MWBE (v) <input checked="" type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative: Jen Story - President		
Phone: 720-280-6224	Email: jen.story@ensopros.com	
Type of Service: Project Execution and Consulting		

Name of Firm: Orange Marketing	<input checked="" type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative: Kim Delashmit – President		
Phone: 720-732-0160	Email: kim@orangemarketingco.com	
Type of Service: Marketing and Design		

Attachment 5 - Proposed amendment to DEN Sample Contract



DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO) COMMITMENT TO MWBE PARTICIPATION

This page must be completed by all Bidders/Proposers to indicate their commitment towards satisfying the MWBE participation goal. The commitment will be incorporated into the contract and thereby the selected Bidder/Proposer's will be held to that commitment. (Please check the appropriate box):

COMPLETE IF YOU ARE A NON MWBE PRIME:

The City and County of Denver has specified a 5% MWBE Participation goal on this project. The Bidder/Proposer is committed to meeting 8% MWBE Participation on the contract.

COMPLETE IF YOU ARE A MWBE PRIME:

The City and County of Denver has specified a _____% MWBE Participation goal on this project. The Bidder/Proposer is a certified MWBE with the City and County of Denver and is committed to meeting _____% MWBE Participation on the contract.

COMPLETE IF YOU ARE UNABLE TO MEET PROJECT GOAL:

The City and County of Denver has specified a _____% MWBE Participation goal on this project. The Bidder/Proposer is unable to meet this project goal but is committed to a _____% MWBE Participation on the contract. The Bidder/Proposer must make adequate good faith efforts to meet this goal in order to be deemed responsive. The Bidder/Proposer must submit a detailed statement and documentation of their good faith efforts. Award of the contract will be conditioned on meeting the requirements of this section, in accordance of Chapter 28 of the D.R.M.C. to the Division of Small Business Opportunity.

The undersigned Bidder/Proposer hereby agrees and understands that they must comply with their MWBE commitments in this project in conformity with the Requirements, Terms, and Conditions of this MWBE Procurement/Contract Language.

Bidder/Proposer (Name of Firm): **Ensto Inc.**

Firm's Representative: **Jordan Cram**

Title: **CEO**

Signature (Firm's Representative):

A handwritten signature in black ink, appearing to read "JCram", is written over a horizontal line.

Date: **Mar 12, 2021**

Address: **PO Box 40554**

City: **New York**

State: **NY**

Zip: **11204**

Phone: **(917) 992 0113**

Email: **jcran@ensto.com**

Reference #	13660226
Status	Complete
Business Email Address	jcram@ensto.com
Enter Email Address of City and County of Denver contact person facilitating this solicitation.	contract.procurement@flydenver.com
Please provide the City Agency that is facilitating this solicitation:	Denver International Airport
Project Name	On-Call Systems Development Services
Solicitation No. (Check Below if Not Applicable)	202157562
Name of Your Company	Ensto Inc.
What Industry is Your Business?	Technology
Address	P.O. Box 40554
City	New York
State	New York
Zip Code	11204
Business Phone Number	9176583144
1. How many employees does your company employ?	11-50
Number of Full Time:	42
Number of Part Time:	1
2. Do you have a Diversity and Inclusiveness Program?	Yes
2.1. Employment and retention?	Yes
2.2. Procurement and supply chain activities?	No
2.3. Customer Service?	Yes
3. Provide a detailed narrative of your company's diversity and inclusiveness principles and programs. This may include, for example, (i) diversity and inclusiveness employee training programs, equal opportunity policies, and the budget amount spent on an annual basis for workplace diversity; or (ii) diversity and inclusiveness training and information to improve customer service. (If Not Applicable, please type N/A below)	Equal opportunity policy. Diversity is one of our key values which is reviewed in our new hire orientations. We have been pushing very hard on the recruiting side for diversity. We also have done outreach to female-only colleges and participated in women in business / in tech forums and conferences. We also practice our diversity value in our customer service area.
4. Does your company regularly communicate its diversity and inclusiveness policies to employees?	Yes

If you answered Yes to Question 4, how does your company regularly communicate its diversity and inclusiveness policies to employees? (Select all that apply)	<ul style="list-style-type: none"> • Public EEO Postings • Other (Part of our values and policies)
5. How often do you provide training and diversity and inclusiveness principles?	Annually
5.1 What percentage of the total number of employees generally participate?	76-100%
6. State how you achieve diversity and inclusiveness in supply and procurement activities. This may include, for example, narratives of training programs, equal opportunity policies, diversity or inclusiveness partnership programs, mentoring and outreach programs, and the amount and description of budget spent on an annual basis for procurement and supplier diversity and inclusiveness. (If Not Applicable, please type N/A below)	N/A
7. Do you have a diversity and inclusiveness committee?	No
7.2. If you responded that you do not have a diversity and inclusiveness committee, describe any plans your company may have to establish such a committee. (If Not Applicable, please type N/A below)	DEI is one of the key values of our company we practice the value in our day to day operation. We will have the HR team be the organizer of the committee and open the committee to all level of employees within the company to participate.
8. Do you have a budget for diversity and inclusiveness efforts?	Yes
9. Does your company integrate diversity and inclusion competencies into executive/manager performance evaluation plans?	Yes
I attest that the information represented herein is true, correct and complete, to the best of my knowledge.	Check Here if the Above Statement is True.
Name of Person Completing Form	XianFeng Huang
Today's Date	03-13-2021
Last Update	2021-03-13 11:01:39
Start Time	2021-03-13 10:55:06
Finish Time	2021-03-13 11:01:39
IP	72.210.123.180
Browser	Chrome
Device	Desktop
Referrer	https://fs7.formsite.com/CCDenver/form161/index.html



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/08/2021

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: Lockton Affinity, LLC, P.O. Box 879610, Kansas City, MO 64187-9610. CONTACT NAME: Lockton Affinity, LLC, PHONE (A/C, No. Ext): 800-301-8814, FAX (A/C, No): 913-652-7599. INSURED: Ensto, Inc., P.O. Box 40554, Brooklyn, NY 11204. INSURER(S) AFFORDING COVERAGE: INSURER A: Federal Insurance Co, NAIC #: 20281.

COVERAGES CERTIFICATE NUMBER: 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation and Employers' Liability, and Information and Network Technology Blended Liability Coverage.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) the City and County of Denver, its elected and appointed officials, agents, employees and volunteers are Additional Insureds by policy endorsement. This insurance is primary and non-contributory if required by contract. Notice provided to Certificate Holder: Notice of Cancellation Initiated by the Company: for NonPayment - 10 days; for Other Reasons: 30 days. Notice of NonRenewal Initiated by the Company: 10 days. Failure to provide notice will not invalidate the cancellation or non-renewal. WAIVER OF SUBROGATION IN FAVOR OF CERT HOLDER WHEN REQUIRED BY WRITTEN CONTRACT

CERTIFICATE HOLDER

1196033 CITY AND COUNTY OF DENVER Denver International Airport 8500 Peña Boulevard, Suite 8810 Denver CO 80249 Attn: Risk Management

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: *Patricia D. Francis*



CERTIFICATE OF LIABILITY INSURANCE

6UH

DATE (MM/DD/YYYY)

03/04/2021

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 have ADDITIONAL INSURED provisions or 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

Aon Risk Services, Inc of Florida
1001 Brickell Bay Drive, Suite #1100
Miami, FL 33131-4937

CONTACT

NAME: Aon Risk Services, Inc of Florida

PHONE (A/C, No, Ext): 833-506-1544

FAX (A/C, No):

EMAIL ADDRESS: Work.comp@trinet.com

INSURER(S) AFFORDING COVERAGE**NAIC #**

INSURER A : Indemnity Insurance Company of North America

43575

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED

TriNet HR III, Inc.
RE Enstoa, Inc.
9000 Town Center Parkway
Bradenton, FL 34202

COVERAGES**CERTIFICATE NUMBER:** 15294225**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	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEC <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N <input checked="" type="checkbox"/> N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WLR_C67487254	07/01/2020	07/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

A 30 day notice of cancellation is endorsed to the policy for the CITY AND COUNTY OF DENVER.
 Workers Compensation coverage is limited to worksite employees of ENSTOA, INC. through a co-employment agreement with TRINET HR III, INC..
 Waiver of subrogation in favor of CITY AND COUNTY OF DENVER as required by written contract.

CERTIFICATE HOLDER

CITY AND COUNTY OF DENVER
Denver International Airport
8500 Peña Boulevard, Suite 8810
Attn: Risk Management
Denver, CO 80249

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

Aon Risk Services, Inc of Florida

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Workers' Compensation and Employers' Liability Policy

Named Insured

TriNet HR III, Inc.
 RE Enstoa, Inc.
 9000 Town Center Parkway
 Bradenton, FL 34202

Endorsement Number

Policy Number
 Symbol: WLR Number: C67487254

Policy Period

07/01/2020 TO 07/01/2021

Effective Date of Endorsement

03/04/2021

Issued By (Name of Insurance Company)

Indemnity Insurance Company of North America

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

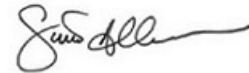
We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

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

Schedule

CITY AND COUNTY OF DENVER
 Denver International Airport
 8500 Peña Boulevard, Suite 8810
 Attn: Risk Management
 Denver, CO 80249

For the states of CA, TX, refer to state specific endorsements.
 This endorsement is not applicable in KY, NH, and NJ.



 Authorized Agent

Workers' Compensation and Employers' Liability Policy

Named Insured TriNet HR III, Inc. RE Enstoa, Inc. 9000 Town Center Parkway Bradenton, FL 34202	Endorsement Number
	Policy Number Symbol: WLR Number: C67487254
Policy Period 07/01/2020 TO 07/01/2021	Effective Date of Endorsement 03/04/2021
Issued By (Name of Insurance Company) Indemnity Insurance Company of North America	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

NOTICE TO OTHERS ENDORSEMENT - SPECIFIC PARTIES

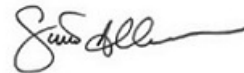
- A.** If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic or other form of notification as we determine, to the persons or organizations listed in the schedule set out below (the "Schedule"). You or your representative must provide us with both the physical and e-mail address of such persons or organizations, and we will utilize such e-mail address or physical address that you or your representative provided to us on such Schedule.
- B.** We will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- C.** The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- D.** We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with the information necessary to complete the Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail and physical address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- E.** We may arrange with your representative to send such notice in the event of any such cancellation.
- F.** You will cooperate with us in providing, or in causing your representative to provide, the e-mail address and physical address of the persons or organizations listed in the Schedule.
- G.** This endorsement does not apply in the event that you cancel the Policy.

SCHEDULE

Name of Certificate Holder	E-Mail Address	Physical Address
CITY AND COUNTY OF DENVER		Denver International Airport 8500 Peña Boulevard, Suite 8810 Attn: Risk Management Denver, CO 80249

All other terms and conditions of this Policy remain unchanged.

This endorsement is not applicable in the states of AZ, FL, ID, ME, NC, NJ, NM, TX and WI.



 Authorized Representative



Director, Digital
Solutions
yfleisher@enstoa.com
+1 (212) 913-0870
X114

Yongil Fleisher – Key Personnel

Yongil joined Enstoa in 2010. Yongil has over a decade of experience in assessing and implementing digital solutions for organizations running complex capital programs. Yongil oversees a vast portfolio of clients with varying levels of digital maturity across two hemispheres. Yongil combines his deep technical background with his client management experience to help set and manage against realistic scope expectations that can be understood by business and technology people, alike.

Yongil works with a range of clients in the healthcare, public, and energy and natural resources sectors. His technical expertise includes a wide variety of enterprise-level applications, project management and cost control systems, integration and dashboarding technologies.

Project Experience

Harris County Flood Control District (HCFCD)

Oversaw the implementation of Oracle Primavera Unifier and Oracle Primavera P6 to replace a series of home-grown applications. This effort included an overhaul of existing processes, a Primavera Unifier implementation, data migration, and a set of integrations. This will be a multi-year, multi-phase project that will include additional implementations, integrations, and analytics.

Hampton Roads Sanitation District (HRSD)

Oversaw the implementation of series of integrations between Primavera Unifier and Oracle EBS. This includes process optimization, system integration, system configuration, and testing. Also was the project lead for a complex data migration effort, P6 to Unifier integration, ETL, and a set of business intelligence initiatives.

Citizens Energy Group (CEG)

Engagement lead for a roll out of a new Unifier template, development of several complex BI Publisher reports, and new business processes.

San Diego Unified School District (SDUSD)

Solution Architect for a multi-phase Primavera Unifier implementation and complex data migration from Primavera Contract Manager and P6 into Unifier, leveraging Enstoa technology. Yongil also worked with SDUSD to design and implement a complex series of integrations between Oracle's PeopleSoft and Oracle's Primavera Unifier.

Ivanhoé Cambridge

Oversaw the implementation of a multi-year implementation of a Primavera Unifier implementation and a set of Unifier/JDE integration. This included process optimizations, Primavera Unifier configuration, business intelligence, analytics, integration development, user adoption, testing, and post go-live stabilization.

7-Eleven

Solution Architect for complex Oracle ERP to Unifier integration. Technical lead for data migration. Level 3 technical support for Unifier and/or integration related issues.

ITC Holdings Corp

Solution Architect for several complicated integrations between Unifier and various systems (WMS, PowerPlant, P6, etc.), process enhancements and process optimizations. Solution architect and technical lead for data migration into Primavera Unifier. SME and co-Solution architect for PeopleSoft/Unifier integration.

City of Oklahoman (OMES)

Engagement lead for a new Unifier implementation including a suite of BPs and BI Publisher reports.

NYU Langone Medical Center

Solution architect and technical lead for the complex data integration between PeopleSoft and Primavera Unifier. Team lead for complex data migration from the facility team's legacy project management tool into Unifier. Level 3 support for integration and configuration issues.

New York-Presbyterian Hospital

Used SharePoint 2007 to design and develop sites for New York-Presbyterian Hospital's Capital IT and Facilities Departments. Responsible for SQL Database Design, ETL creation, maintenance, troubleshooting, and optimization. Served as Lead Programmer for code behind the complex Unifier/Lawson integration. Developed complex reporting solutions using SQL Server Reporting Services (SSRS), Flash, Tableau, Crystal Reports, and QlikView.

Cedars-Sinai Medical Center

Led SQL Database Design and ETL creation. Managed maintenance, troubleshooting, and optimization activities.

New York Department of Design and Construction

Led SQL Database Design and ETL creation. Managed maintenance, troubleshooting, and optimization activities. Developed complex reporting solutions using SQL Server Reporting Services (SSRS), Flash, Tableau, Crystal Reports, and QlikView.



Senior Manager,
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X148

Bryan Burris – Key Personnel

Bryan joined Enstoa in 2010 and is a trained architect. With a rare combination of advanced technical prowess, pragmatic business knowledge, and refined interpersonal skills, Bryan is known for his ability to accelerate digital transformation and get things moving in the right direction. Bryan has led the deployment of Oracle Primavera Unifier in a wide variety of enterprise environment.

His work knowledge is obtained by an on-the-ground understanding of the way contractors, builders, and developers operate. This skill was garnered through his background in design, construction, and construction management.

Project Experience

HCFCFCD – Solutions Architect

Was the Solution Architect for a large-scale implementation of Primavera Unifier to replace a series of home grown applications. This included over 40 business processes, several interfaces, business intelligence, and data migration. This will be a multi-year, multi-phase project that will include additional implementations, integrations, and analytics.

Northwell – Solutions Architect

Bryan stepped in to assist with an overhaul of a complex Primavera Unifier implementation at Northwell, a major health care provider in New York. Northwell has been using Unifier for over eight years, and wanted to streamline their existing processes and integrate these processes with Oracle's PeopleSoft ERP. Bryan spearheaded the design work to reimagine their Unifier business processes and architect their integrations.

University of California, Berkeley

Bryan worked with the University of California, Berkeley (UCB), to design and implement new processes into their existing environment. UCB has owned Unifier for over seven years and wanted to add several new functional areas of work, including a complex Soft Lien and Project Intake process. Bryan oversaw the design, development, testing, and deployment of these new processes.

Ivanhoé Cambridge – Solutions Architect

With real estate assets around the globe, Ivanhoé Cambridge has an unusually large number of capital projects happening at any given moment and needed a way to keep on top of it all. The company had already purchased Oracle's Primavera Unifier, but there had been some challenges with getting the platform off the ground and murmurs about the viability of the solution had begun to circulate among team members. Enter Enstoa's Bryan Burris, who

clarified the team's requirements and created a more stable system design as well as a strategic roll-out plan. By the end of the project, Ivanhoé Cambridge was able to accomplish their loftiest ambitions for Unifier and the team's doubts had been transformed into genuine enthusiasm and engagement with the platform. The company now uses it to manage a massive array of projects and processes related to design, procurement, contract management, documentation, project planning, and project management.

Kellogg Company - Solution Architect

Multinational food-manufacturing company and American icon Kellogg's was stuck with a system that didn't yet meet their needs. The company's vision had been to use the system to manage hundreds of capital projects in the 18 countries where it manufactures its products—everything from replacing an oven in London to building a multi-million-dollar plant in South Korea. The problem, though, was that the system wasn't interfacing fluidly with Oracle's Primavera Unifier, so the company's data was incomplete in several key areas. More grist for the mill? Kellogg had gone directly to Oracle to try to fix the issue, but Oracle had informed the company it couldn't come up with a solution. Bryan got involved with the project and was able to define Kellogg's needs more closely and then, acting as the company's advocate, translated those needs directly to his contacts at Oracle. Using new information gained through that process, Bryan then led the creation of a customized bolt-on solution that would help to achieve the integration with Unifier that Kellogg's was seeking. This out-of-the-box solution helped Kellogg's achieve its goal of having a truly integrated system.



Senior Director,
Learning Solutions
kwatts@enstoa.com
+ 1 (214) 632-8485

Karla Watts – Key Personnel

Karla joined Enstoa in 2017. Karla, Senior Director of Learning Solutions, is responsible for professional education across Enstoa’s portfolio of projects. With over 20 years of experience working in corporate education, as well as project and product management for high-tech software companies, Karla is an expert at aligning employee and customer needs with business strategies by implementing fun, innovative professional training programs.

Karla has extensive experience assessing and anticipating all levels of customers’ needs, working with client teams and consultants to implement custom educational solutions. As a Certified Scrum

Master and Certified Scrum Product Owner, Karla understands the importance of agile development and works closely with teams to provide the right mix of education throughout the project. Having built professional educational departments from scratch at other companies, she understands what is needed to break down complex, enterprise-level software programs and create engaging, successful classes for both functional and technical users.

Karla’s passion is to help people succeed in their roles and careers using creative student education and efficient change management. Karla has worked with all sizes of commercial and government clients around the world, in a variety of industries, providing standardized and customized software educational programs to fit their needs. With instructor-led classes, e-learning, job aides, seminars, Q&A sessions and product documentation, she delivers the content and format needed for every possible situation.

Project Experience

Partners Healthcare

Customized Unifier UAT training

Northwell

Healthcare – Scheduling Essentials process training, P6 familiarization and administrative training

Ivanhoé Cambridge

Canadian based global real estate organization – Unifier familiarization, customized UAT, administration and configuration training

HCFC

Flood Control – Unifier familiarization, administration and configuration training as well as customized end user classroom training and multiple customized eLearning modules

Ministry of Defense (United Kingdom)

Government agency – Unifier configuration training

Cedars-Sinai Healthcare

Custom training for project data management system for large capital projects from bid thru construction

Sinopec Engineering Group

Chinese based global engineering company – Soft-skills process and procedural training across various levels

PIF/Jasara Saudi Arabian real estate

Unifier familiarization training as well as customized end user classroom training and multiple customized eLearning modules

NYP Healthcare

Unifier familiarization and administration training

MBI Engineering

Unifier familiarization and administration training

Pioneer

Natural Resources – Detailed training plan for implementation



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XianFeng Huang – Key Personnel

XianFeng joined Enstoa in 2018. XianFeng is a project manager with a background in executing and delivering PMIS and telecom projects. He has over nine years of experience serving a wide variety of industries including healthcare, manufacturing, education, government, and hospitality both domestically and internationally. XianFeng has a reputation for delivering multiple, complex projects under tight deadlines to meet client expectations. He excels at developing and executing project plans based on client specifications and has managed multiple projects and teams concurrently on multimillion dollar projects.

Project Experience

Harris County Flood Control District (HCFCD) – Project Manager

Oversaw the implementation of Oracle Primavera Unifier and Oracle Primavera P6 to replace a series of home-grown applications. This effort included an overhaul of existing processes, a Primavera Unifier implementation, data migration, and a set of integrations. This will be a multi-year, multi-phase project that will include additional implementations, integrations, and analytics.

Hampton Roads Sanitation District (HRSD) – Project Manager

Oversaw the multi-year implementation of series of integrations between Primavera Unifier and Oracle EBS. This includes process optimization, system integration, system configuration, and testing. Also was the project lead for a complex data migration effort, P6, P6 to Unifier integration, ETL, and a set of business intelligence initiatives.

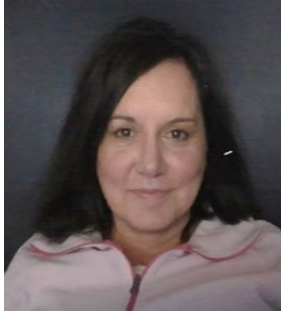
Yale New Haven Hospital – Project Manager

Yale New Haven Hospital (YNH) is a not for profit academic medical center, and primary teaching site for Yale School of Medicine and Yale School of Nursing in Connecticut. YNH is consistently ranked among the best hospitals in the United States. After an initial review of YNH's operations and business processes, Enstoa assisted with the final software selection process. Currently, Enstoa is engaged in the implementation phase of the selected construction program management solution. As part of the project delivery process, XianFeng ensures the delivery team is on track in meeting client expectations by verifying the team's progress through Enstoa's methodology, which is also our quality assurance plan. He monitors the timing of artifact development and coordinates validation of quality assurance of those artifacts across the project life cycle by maintaining transparent and open

communication among project stakeholders. XianFeng is also responsible for forecasting progress and communicating to the client the current position of work streams on the project.

State of Kansas NG911 – Project Manager

XianFeng supported the State of Kansas NG911 project as the wireline project manager for the transforming Kansas's 911 legacy system to the improved E911 system with FirstNet integration. He established business processes on integration and implementation for ethernet and TDM installs.



Christina Moses – Non-Key Personnel

Christina joined Enstoa in 2021. With a background in construction general contracting Christina has over six years of experience with project administration, working in construction management systems. Christina has several years of professional experience including sales, finance, purchasing and customer service.

Analyst, Digital
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Christina holds a bachelor's degree in Project Management with a specialization in Business Administration from Colorado State University. Christina is a Certified Associate in Project Management from the Project Management Institute (PMI) and holds an Ethical Leadership Certification from NASBA Center for the Public Trust. Christina is a member of the Project Management Institute, including the local Denver, CO Mile-Hi Chapter.

Project Experience

Industrial Construction General Contracting

Worked with clients, internal associates, subcontractors, and vendors to deliver full-service design built industrial projects. Coordinated administrative functions from project bid through closeouts. Tracked budget and schedule to keep team on schedule and within budget.

Financial and Retail

Providing construction general contracting project management to financial and retail clients assisted team with subcontractor communications, schedule and budget analysis, estimating, billing and status updates.

Agriculture Financial and Sales

Working with a global team of professionals, assisted in SAP navigation and training for accounts payable, expense reporting, and sales. Utilized SAP experience to research issues, solve problems, collaborate and train others in SAP and PeopleSoft Enterprise Resource Planning (ERP) systems.



Senior Manager, Digital
Solutions

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Adam King – Non-Key Personnel

Adam joined Enstoa in 2014 and is an expert in the full Primavera suite including Unifier and P6 EPPM. For the last 6 years with Enstoa, Adam has proven his ability to increase capital planning efficiency and enhance client processes through successful Primavera solution implementations. He has extensive experience implementing controls in a multitude of industries including general construction (state, federal and private), mining and natural gas, DOT/Transportation, defense/military, power and utility, and manufacturing.

Adam was the Master Scheduler for the \$20+ billion Defense Policy Review Initiative in Okinawa, Japan, as well as the Owner's Group Schedule Manager for the \$2.4 billion Wiggins Island Coal Export Terminal (WICET) in Queensland, Australia. Adam successfully implemented and utilized Primavera P6 EPPM for project scheduling and progress capture/reporting.

Project Experience

Lima Airport Partners – Solutions Architect

Lima Airport needed an array of custom business processes that would help manage budgeting and procurement activities, meet various health and safety regulations, and prioritize their various capital projects. To meet that ongoing need, Adam designed and implemented 17 custom processes for the organization's Primavera P6 environment. Along the way, Adam and the Enstoa team are introducing Lima Airport's leaders and staff members to industry best practices to advance them to the next level of capital project management.

San Diego Unified School District – Solutions Architect

The District's leaders selected Unifier to replace an outdated system. They needed the new system to be intuitive and seamless. Adam developed 107 custom business processes related to project management, construction management, and cost management. His agile approach kept engagement high among new users of the system. District leaders were so impressed, they extended the project, so Adam could design additional advanced functionality.

Cupertino Electric – Solutions Architect

Cupertino Electric needed an integrated project controls solution to accompany their new enterprise resource planning platform. Adam was able to develop 34 highly customized business processes for them related to project management, construction, environmental standards, and engineering. Adam employed a nimble style of designing the new processes immediately after meeting with key stakeholders. Adam conducted deeper one-on-ones with the most subject matter experts at the organization. The result was an advanced, sophisticated work product that supported Cupertino Electric's overall values of innovation.

Avalon Bay Communities (AVB)

Primavera Trainer for Primavera Unifier implementation. Utilized the Oracle User Productivity Kit (UPK) training system to develop video and "click-demo" type tutorials that can be launched from within the Unifier help menu. Responsibilities included development of narratives related to BP and workflow process steps; individualized training development for role-based user groups, hard-copy manual writing, and UPK tutorial development/implementation. Worked with System and Construction management directly to track and maintain key release dates and ensure that training development KPI does not fall behind. Also worked with internal L&D for Avalon Bay to "train the trainer" and ensure AVB's autonomy towards self-learning of end users on new system functionality and processes.



Associate, Digital
Solutions

pmarquez@enstoa.com

+52 1331 0899854

Pedro Marquez – Non-Key Personnel

Pedro joined Enstoa in 2018 and has been an IT Consultant for over 6 years with 4 years dedicated to Oracle Primavera applications analyzing customer requirements, designing and implementing solutions across multiple businesses in multiple countries.

During those 4 years Pedro has been more focused on Unifier implementation from scratch. His primary focus, while driving Unifier development cycles, has been simplicity implemented to process and good user experience.

Project Experience

Lima Airport Partners

Support: Activities such as User Creation, BP configuration, enhancements to existing BPs, Data views, UDRs and custom prints reports.

Implementation: Full cycle Unifier development from start to closeout including BP design, data migrations, cost related processes, functional requirements and documentation.

Partners Healthcare & New York Presbyterian Hospital

Unifier Data views code writing, UDRs and custom print reports creation for multiple projects and business process. Enhancements to different business processes covering overall areas and OOTB functionalities for different business requirements.

Internal Accounting Platform Enhancements

SQL Server: Objects Development including tables, views and store procedures creation and updates for enhancements. Led development effort and design solution for the application's DB. Power Automate flows creation, configuration and testing to connect QuickBooks with application's DB.

Adapters (In-house Integration Platform)

Setup and configuration for integration points to create/update data with different Unifier Projects.

TATA Consultancy Services:

Worked at onsite for over a year directly with the customer developing a brand new Unifier implementation from scratch. Analyze onsite customer's business requirements and existing processes through weekly meetings to explore new enhancements and potential solutions inside Unifier application. Engaged new clients presenting application demos and then gather their business requirements to develop new business process, flowcharts, workflows and reports. Responsible for Unifier Business process implementations, application upgrades, administration, user addition and profile configuration. Provide dedicated trainings to end users for the business processes developed for the customer and new project team members.



Associate, Digital
Solutions

SEagle@ensto.com

+1 917 675 0098

SunRey Eagle – Non-Key Personnel

SunRey joined Enstoa in 2018. SunRey develops software that streamlines business processes and improves task productivity. This includes designing the technical/business requirements and prototyping user interfaces with the client. SunRey has also developed and maintained applications for several enterprise level businesses. He lead and coordinated troubleshooting efforts and implemented solutions with interdisciplinary teams to address technical challenges in development and resolve business impacting issues.

SunRey holds a Bachelor of Science from the University of Colorado at Denver.

Project Experience

Enstoa – Solution Owner

SunRey works as the Solution Owner for the Enstoa flagship product Enstoa Adapters. He co-ordinates a team of developers in the planning and implementation of new features for the product. SunRey is currently leading an effort to rebuild Adapters into a modern UI.

New York Presbyterian Hospital (NYP) – SharePoint developer

SunRey served as application developer for New York Presbyterian Hospital, upgrading their custom SharePoint applications from SharePoint 2010 to SharePoint 2016. SunRey also spent time building out custom applications such as “Room Finder”, “Facilities Service Request”, and “MHC Image Viewer”.

University of California, Berkeley – Integration Developer

SunRey served as integration developer for the University of California, developing an integration between Unifier and custom applications using Power Automate.

RGDC, Berkeley – Integration Developer

SunRey served as integration developer for RGDC, consulting them on building out an integration between Primavera Unifier and Yardi Voyager using Power Automate.

Yale New Haven Hospital (YNHH) – Custom App Developer

SunRey worked as an application developer working on a custom application for Yale New Haven Hospital to download data out of E-Builder and load it into a data warehouse. SunRey also worked with Yale New Haven Hospital to develop custom code to load data space data (buildings, floors, rooms, etc.) through a Cosmo DB.

Kaiser Permanente – Application Support Engineer Level 3/2 Technical Support

SunRey served as application support engineer for Kaiser Permanente's Java enterprise application as well as development of supporting applications. He developed and maintained server-side scripts and applications that support the primary pharmacy application. Designed reports and queries for director-level reports.

University of Colorado Denver – Student Software Developer

SunRey served as student software developer for the University of Colorado's Anschutz Medical Campus Office of Admissions. He developed C# MVC web application with SQL server database to implement a student application reviewer app and interview scheduler. He also developed the technical and business designs, designed the primary interface with the client, and programmed the interface and the backend code.



Associate, Digital Solutions

mfountain@enstoa.com

+1 (647) 530-1353

Mary Fountain – Non-Key Personnel

Mary joined Enstoa in 2018. Mary is an experienced associate and implementation consultant with over 12 years of experience within the construction industry in areas of transportation and real estate development.

With a strong understanding of business analysis, testing and training, Mary has been a key person at major clients and has worked on project teams implementing and supporting Unifier.

Being highly organized, detailed oriented, dedicated and reliable, Mary's knowledge in software system application support, project controls and web-based software project management comes an asset when managing stakeholder expectations and serving as an effective change agent.

Project Experience

Harris County Flood Control District

As an experienced Unifier Implementation consultant, Mary was a member of a project team implementing Oracle Primavera Unifier. Mary worked closely with stakeholders in on-site and remote design sessions to gather requirements and create design documentation for stakeholder approval. Being a key configuration specialist on the project, Mary built Business Processes, workflows and completed configuration and set-up. Other tasks included, designing Product Walk documentation and participated in Product Walk sessions with stakeholders. Having experience in BI Publisher, Mary accomplished reporting requirements by creating BI publisher reports and custom report templates.

University of California, Berkeley

As a configuration consultant, Mary was a project team member supporting the Unifier Enhancements project. With experience to thoroughly complete the deliverables on schedule, Mary was responsible for making changes to current Business Processes and Reports. This included creating and updating business processes and workflows, configuration and set-ups, report updates, creating Product Walk documentation and participating in Product Walks with stakeholders. Having knowledge in BI Publisher was an asset Mary utilized to accomplish reporting requirements.

Ivanhoe Cambridge Inc.

As a Unifier implementation consultant supporting the Oracle Primavera Unifier Implementation at Ivanhoe Cambridge. Mary's key responsibilities were creating a variety of Project Management BI Publisher custom reports and customs contract templates for various business functions. Based on the requirements, Mary worked closely with stakeholders to complete configuration changes to Business Processes, Workflows, Templates, Set-ups and Reports also providing the client with the necessary knowledge transfer documentation.

As an Operational Performance Analyst at Ivanhoe Cambridge, Mary was a key member of the project team to implement Oracle Primavera Unifier to replace the legacy Microsoft Access databases. Responsible for performing user acceptance testing, identifying gaps, suggesting improvements, while also identifying requirements and processes that support the business goals and objectives.

Metrolinx

As a Business Systems Analyst, Mary was part of a major (transit) capital project team implementing Oracle Primavera Unifier. Contributing and supporting the implementation, configuration and maintenance of new business processes and procedures, Mary was a subject-matter-expert leveraging system for tracking project cost, schedule, contracts and risk.



Certifications: City & County of Denver SBE,
WBE, DBE, EBE and ACDBE

T: 303.324.6029

Anne Marx

SUMMARY OF EXPERIENCE

Change Management Consultant with expertise driving initiatives from vision to execution, resulting in higher quality and efficiency at a lower cost. Proven capability in leading people to achieve self-sustaining solutions. Key skills in program management, strategic sourcing, process improvement, and leveraging technology solutions. Diverse industry experience includes high tech, financial services, communications, call center, data center, healthcare, oil and gas and military.

Areas of specialty include:

- Program and Project Management (PMO)
- Strategic Sourcing
- Supplier Management
- Change Management
- Process Improvement
- Business Process and Technology Solutions
- Strategic Planning
- Cross Functional Team Leadership

RELEVANT EXPERIENCE

- Supported executive team with change management support throughout significant reorganization including plan, coordination, messaging, communications and presentations including a weekly communications series. Developed change management training and tools for leaders.
- Led design decisions, testing, implementation, and change management strategy for corporate procurement request intake system in eight weeks to meet regulatory requirements.
- Responsible for planning, coordinating, communications through severance on 12 reorganizations.
- Supported productivity and cost savings initiatives with opportunity identification, analysis, and action planning; identified \$1.6M in savings.
- Reengineered Strategic Sourcing department's procurement strategy and tactics for \$8B annual spend to improve productivity, increase departmental capability, and improve customer support.
- Responsible for a small procurement team achieving \$92M savings in one year.
- Faced with limited procurement resources, streamlined requirements and decreased cycle time by 85% on low risk procurements.
- Partnered with cross functional client team to project manage network upgrade initiative by tracking progress, issues and risks, tracking financials, and leading weekly project meetings and input to monthly executive status briefings.
- Led a competitive proposal process from requirements gathering to contract negotiations for healthcare organization to select a HR information system.
- Led five month assessment of mail centers, data entry, print requirements, and mailing processes to identify efficiencies and cost savings for a healthcare company. Identified over \$7M in savings opportunities. Delivered \$425K in savings.
- Responsible for corporate change management initiatives standardizing and moving work from field HR to a Shared Services structure and driving self service culture at Comcast. Supported 500 HR professionals and 60,000 employees. Identified SAP process automation opportunities and \$5M savings.
- Improved technology utilization for a 25,000 employee, cross functional change management and training project reducing system error rates by 65%.
- Built a temporary staffing procedure to support critical field technology upgrade project staffing 150 temporary employees in locations across Colorado.
- Established scalable procurement and operations processes for a start up healthcare services company providing HIPAA compliant electronic medical record technology solutions.



Certifications: City & County of Denver SBE,
WBE, DBE, EBE and ACDBE

T: 303.324.6029

PROFESSIONAL HISTORY

opXL Enterprise <i>CEO Change management and operations solutions</i>	2017 - Present
Marx Business Solutions <i>Owner Change management and operations solutions</i>	2013 - 2017
Comcast <i>Director HR Operations and Change Management</i>	2008 - 2012
StarTek Inc. <i>Senior Director</i>	2005 - 2008

EDUCATION AND CERTIFICATION

Master of Science in Systems Management, University of Denver
Bachelor of Science Degree, United States Military Academy, West Point, NY
Senior Professional in Human Resources (SPHR) Certification

RESUME



Jennifer Story **President**

Mrs. Story brings over 15 years of experience in quality management, project management, document management, and implementation analysis roles. She has a proven track-record in leadership roles. Her strengths include team alignment and management, quality assurance, auditing, and improving work procedures.

RELEVANT EXPERIENCE

Role: Owner / President (2016-)

Location: Denver, CO

Company: Enso Professional Services LLC

Leads the development and execution of the company's long term strategy with a view towards creating continuous growth. Responsible for the company's day-to-day management decisions including all organizational, staffing, marketing, and expenditure decisions required to achieve the long- term strategy. Advises and communicates to the board on the direction and financial status of the company.

Role: Quality Manager & Document Control Manager

Location: Edmonton, Alberta

Company: Jacobs Engineering

As Quality Manager, Mrs. Story was ultimately responsible for ensuring excellent performance on all aspects of a project, including engineering, design, and construction. Conducted project initiation reviews and

monthly project performance reviews on all projects. Implemented the Jacobs Quality Assurance Programs. Assisted in the recruitment, training, and development of quality department personnel. Provided positive direction, solutions, implementations and assistance to various personnel in improving operational effectiveness and efficiencies within all key construction activities. Actively participated in Change Management seeking improvement to the Quality and/or Work Procedure Manuals. Ensured and monitored that project runs on time and on budget within the allowance allocated in the inspection field. Acted as key facilitator of Value Enhancing Practices and ensured that the delivery of project documentation was both accurate and timely.

Role: Project Collaboration Lead – Jacobs Project Information System (JPI)

Location: Calgary, Alberta

Company: Jacobs Engineering

Collaborated in the developed of the Implementation Plan for Canada wide implementation of Jacobs Project Information System. Worked closely with project teams to maintain the integrity of project data housed in JPI (all project deliverables). Was responsible for measuring effectiveness of system processes and procedures, assisting in interfaces with client employees and clients' standards and systems, ensuring accounts were setup for new users, and ensuring they were adequately trained in JPI following both clients' and Jacobs' standards. Developed implementation training plans for complex office/multi office/multi country projects, and provided leadership to Calgary's JPI team. Was ultimately responsible for JPI support team and customizing processes to address the needs of the clients' team.

Role: Project Manager & QA Testing Team Leader **Location:** Calgary, Alberta

Company: Accurate Business Systems, Ltd.

Supervised the management of all installation teams and maintained the position of “In-house Trainer” for all technical trainers utilized on teams. Acted as a liaison between software developers to develop and install software interfaces. Was responsible for all projects – new installations and retrofits – beginning at inception through budgeting, scheduling, equipment co-ordination, testing, training, and installation, by implementing specific requirements. She developed and measured implementation strategies that allowed team members to complete projects with the utmost success, organized and facilitated all communication between the technical department and the marketing/management, and was fundamental in the development of in-house training material and facilitating quality-training strategies.

Role: Implementation Analyst **Location:** Calgary, Alberta

Company: Alberta Business Solutions

As Implementations Analyst, provided Business and System Analysis to current and prospective clients, worked closely with clients to ensure that the analysis facilitated their end goal, and provided post implementation support. Was responsible for the installation, training, and implementation of System applications and for measuring effectiveness of implementation strategies. Developed training and implementation material to facilitate the systems operation for clients and provided ongoing training seminars for both end users and administrators following initial implementations.

Project: Oil Sands RCP 1.1 **Location:** Alberta, Canada

Client: Petro-Canada

\$2.5 Billion

Quality Manager for a Process Design Package for the Sulphur Block consisting of a single train Amine Tracking Unit, a two train Sour Water Stripper Unit, and a two train Sulphur Recovery Unit complete with sulphur degassing, storage and loadout.

Project: Firebag Program **Location:** Fort Mackay, Alberta

Client: Suncor

\$40 Billion Program

Quality Manager for a program comprised of several distinct projects in parallel execution ranging from Small Projects support to Expansion work at Suncor’s Firebag Facility. Assisted Suncor in Project Cornerstone Implementation, a business transformation process to streamline hundred’s of tools and applications.

Project: Third Lake Power Plant **Location:** Fort Chipewyan,

Alberta **Client:** ATCO Power

\$500 Million

Quality Manager on a schedule driven, diesel generated power plant project that was being constructed in a very remote location where logistics were largely reliant on a winter road.

Project: Southern Lights and Alberta Clipper

Location: Various Locations

Client: Enbridge Pipelines

Quality Manager on a series of related projects comprised of NPS 36 pipelines at various locations in Canada and the USA, with new barrel tanks, receiving traps, pipe modifications, booster pumps, QA facilities, and custody transfer metering

KIM DELASHMIT

President • Account Strategy - 12 Years

2009 – Present: President, Orange Marketing

Founded and oversee agency operations as well as account strategy

2008 - 2009: Vice President, Fixler + Davis Advertising and Design

Led strategic planning and marketing execution for clients such as Denver Center Theater Company, RTD, and others

2005 – 2008: Marketing Director, Butterfly Pavilion

Oversaw three departmental budgets, advertising agency, brand identity, media relations, and membership

2003 – 2004: Director of Marketing and Communications, Title America

Oversaw corporate communications strategies and sales and marketing initiatives that supported \$19 million in revenue across 20 branch offices

2002 – 2003: Marketing Director, Art Students League of Denver

Directed marketing of classes, membership and fundraising programs including budgeting, evaluation, public relations, and collateral production

2000 – 2002: Associate Development Director, Colorado Ballet

Directed annual fund and related partnerships, positioning, budgets and events

2000: Contractor, Community Matters

Wrote the Mount Evans Scenic and Historic Byway Management Plan

1999 – 2000: Copywriter, National Geographic

Wrote museum exhibits and edited travel book content

1993 – 1995: United States Peace Corps, Mali, West Africa

EDUCATION

Bachelor of Arts, University of Colorado Boulder, 1993

Master of Arts, University of Montana, 1999

Leadership Denver Graduate, Class of 2013