

## 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 **STREET SOURCE MARKETING AND COMMUNICATIONS, L.L.C.**, a Colorado limited liability company authorized to do business in the State of Colorado (“**Contractor**”) (collectively the “**Parties**”).

### WITNESSETH:

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

**WHEREAS**, the City desires to obtain professional marketing services for its concessions program; and

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

**WHEREAS**, Contractor’s proposal was selected for award of the Joint Marketing Fund Professional Services (the “**Project**”); and

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

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

#### 1. LINE OF AUTHORITY:

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

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

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

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

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

**D. Subcontractors.**

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

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

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

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

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

**E. Personnel Assignments.**

i. Contractor or its subcontractor(s) shall assign all key personnel identified in this Agreement to perform work under this Agreement (“**Key Personnel**”). Key Personnel shall perform work under this Agreement, unless otherwise approved in writing by the SVP or their authorized representative. In the event that replacement of Key Personnel is necessary, the City in its sole discretion shall approve or reject the

replacement, if any, or shall determine that no replacement is necessary.

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

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

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

### **3. OWNERSHIP AND DELIVERABLES:**

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

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

**A. Term.** The Term of this Agreement shall 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 at the City's discretion for up to two one-year options, on the same terms and conditions, by written notice from the CEO to Contractor. However, no extension of the Term shall increase the Maximum Contract

Amount stated below.

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

**C. Suspension and Termination.**

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

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

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

a. Terminate this Agreement for cause with ten (10) days prior written notice to Contractor; or

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

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

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

vi. Reimbursement for Cost of Orderly Termination. In the event of Termination for Convenience of this Agreement pursuant to Section 4(C)(ii), Contractor may request reimbursement from the City of the reasonable costs of orderly termination

associated with the Termination for Convenience as part of its submittal of costs pursuant to Section 4(C)(v). In no event shall the total sums paid by the City pursuant to this Agreement, including Sections 4(C)(v) and (C)(vi), exceed the Maximum Contract Amount.

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

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

## 5. COMPENSATION AND PAYMENT:

**A. Maximum Contract Amount.** Notwithstanding any other provision of this Agreement, the City shall not be liable under any theory for payment for services rendered and expenses incurred by Contractor under the terms of this Agreement for any amount in excess of the sum of **Five Million Dollars and Zero Cents (\$5,000,000.00)** ("**Maximum Contract Amount**"). Contractor shall perform the services and be paid for those services as provided for in this Agreement up to the Maximum Contract Amount.

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

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

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

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

**F. Invoices.** On or before the fifteenth (15<sup>th</sup>) day of each month, Contractor shall submit to the City a monthly progress invoice containing reimbursable costs and receipts from the previous month for professional services rendered under this Agreement to be audited and approved by the City (“**Invoice**”). Each Invoice shall provide the basis for payments to Contractor under this Agreement. In submitting an Invoice, Contractor shall comply with all requirements of this Agreement and:

- i. Include an executive summary and status report(s) that describe the progress of the services and summarize the work performed during the period covered by the Invoice;
- ii. Include a statement of recorded hours that are billed at an hourly rate;
- iii. Include the relevant purchase order (“**PO**”) number related to the Invoice;
- iv. Ensure that amounts shown on the Invoices comply with and clearly reference the relevant services, indicate the hourly rate and multiplier where applicable, and identify the allowable reimbursable expenses;
- v. For only those reimbursable costs incurred in the previous month, submit itemized business expense logs and, where billing is based upon receipts, include copies of receipts for all allowable reimbursable expenses;
- vi. Include the signature of an authorized officer of Contractor, along with such officer's certification they have examined the Invoice and found it to be correct; and
- vii. Submit each Invoice via email to [ContractAdminInvoices@flydenver.com](mailto:ContractAdminInvoices@flydenver.com).
- viii. Late Fees. Contractor understands and agrees interest and late fees shall be payable by the City only to the extent authorized and provided for in the City’s Prompt Payment Ordinance.
- ix. Travel Expenses. Travel and any other expenses are not reimbursable unless such expenses are related to and in furtherance of the purposes of Contractor’s engagement, are in accordance with this Agreement, and Contractor receives prior written approval of the SVP or their authorized representative.

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

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

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

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

**A. Minority/Women Business Enterprise.**

i. This Agreement is subject to Article V of Chapter 28, Denver Revised Municipal Code, designated as §§ 28-117 to 28-199 (the “Goods and Services Ordinance”); and any Rules and Regulations promulgated pursuant thereto. The contract commitment for MWBE participation established for this Agreement by the Division of Small Business Opportunity (“DSBO”) is 30%. Consultant shall comply the Equity, Diversity and Inclusion Plan attached as *Exhibit D* (“**EDI Plan**”) and as it may be modified in the future by the Division of Small Business Opportunity (“**DSBO**”). The EDI Plan shall constitute the Utilization Plan required by D.R.M.C. § 28-129.

ii. Under § 28-132, D.R.M.C., the Contractor has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with the MWBE participation upon which this Agreement was awarded, unless there is a change in the work by the City under § 28-133, D.R.M.C. The Contractor acknowledges that:

a. Along with the Utilization Plan requirements, the Contractor must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE participation goal. The Utilization Plan is subject to modification by DSBO.

b. If contract modifications are issued under the Agreement, whether by amendment or otherwise, the Contractor shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract under § 28-133, 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 of the change to the City.

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

d. Those amendments or other modifications that involve a changed scope of work that cannot be performed by existing subcontractors shall be subject to the original goal on the contract. The Contractor shall satisfy such goal with respect to the changed scope of work by soliciting new MWBEs in accordance with §§ 28-133, D.R.M.C. The Contractor must also satisfy the requirements under

§§ 28-128 and 28-136, D.R.M.C., with regard to changes in MWBE scope or participation. The Contractor shall supply to the DSBO Director all required documentation under §§ 28-128, 28-133, and 28-136, D.R.M.C., with respect to the modified dollar value or work under the contract.

e. If applicable, for contracts of one million dollars (\$1,000,000.00) and over, the Contractor is required to comply with § 28-135, D.R.M.C., regarding prompt payment to MWBEs. Payment to MWBE subcontractors shall be made by no later than thirty-five (35) days after receipt of the MWBE subcontractor's invoice.

f. Termination or substitution of an MWBE subcontractor requires compliance with § 28-136, D.R.M.C.

g. Failure to comply with these provisions including the MWBE EDI Plan and any modifications thereto may subject the Contractor to sanctions set forth in § 28-139 of the Goods and Services Ordinance.

h. Should any questions arise regarding DSBO requirements, the Contractor should consult the Goods and Services Ordinance or may contact the designated DSBO representative at (720) 913-1999.

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

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

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

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

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

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



Contractor fails to pay required wages and fringe benefits.

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

**D. City Prompt Pay.**

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

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

**7. INSURANCE REQUIREMENTS:**

**A.** 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 must be received and accepted by the City before any airport access or work commences.

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

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

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

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

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

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

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

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

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

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

**9. DISPUTES:**

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

**10. GENERAL TERMS AND CONDITIONS:**

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

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

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

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

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

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

**E. Notices.**

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

by Contractor to:

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

And by the City to:

Attn: Ivan Burwell  
Street Source Marketing & Communications  
1422 Delgany St, Suite LL3  
Denver, CO 80202

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

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

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

**G. No Third-Party Beneficiaries.** The Parties agree that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the City and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any third party. It is the express intention of the Parties that any person or entity other than the City or Contractor receiving services or benefits under this

Agreement shall be deemed an incidental beneficiary and shall not have any interest or rights under this Agreement.

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

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

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

**K. Cooperation with Other Contractors.**

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

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

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

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

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

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

**P. Information Furnished by the City.** The City will furnish to Contractor

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

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

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

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

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

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

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

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

limitation attorney's fees, incurred by the City as a result of the release or disposal by Contractor of any pollutant or hazardous material.

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

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

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

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

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

### **D. Colorado Open Records Act.**

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

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

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

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

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

iii. In the event the City receives federal funds to be used toward the services performed under this Agreement, the Federal Aviation Administration ("FAA"), the Comptroller General of the United States and any other duly authorized representatives



shall have access to any books, documents, papers and records of Contractor which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. Contractor further agrees that such records will contain information concerning the hours and specific services performed along with the applicable federal project number.

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

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

**H. Conflict of Interest.**

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

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

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

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

actual or potential conflicts, the CEO in their sole discretion, may terminate the Agreement for cause or for its convenience.

**I. No Employment of A Worker Without Authorization to Perform Work Under The Agreement**

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

ii. The Contractor certifies that:

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

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

c. It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

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

e. If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

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

iii. The Contractor is liable for any violations as provided in the Certification

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

**12. SENSITIVE SECURITY INFORMATION:**

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

**13. DEN SECURITY:**

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

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

**14. FEDERAL RIGHTS:**

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

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

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

- Appendix: Standard Federal Assurances
- Exhibit A: Scope of Work
- Exhibit B: Rates
- Exhibit C: Insurance Requirements
- Exhibit D: EDI Plan

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

- Appendix
- Section 1 through 16 hereof
- Exhibit A
- Exhibit B
- Exhibit C
- Exhibit D

**16. CITY EXECUTION OF AGREEMENT:**

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

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

**[SIGNATURE PAGES FOLLOW]**

**Contract Control Number:** PLANE-202263724-00  
**Contractor Name:** STREET SOURCE MARKETING AND COMMUNICATIONS, L.L.C.

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-202263724-00  
STREET SOURCE MARKETING AND  
COMMUNICATIONS, L.L.C.

By:  \_\_\_\_\_  
DocuSigned by:  
Ivan W. Burwell  
852F0F29334142E...

Name: Ivan W. Burwell  
(please print)

Title: CEO  
(please print)

ATTEST: [if required]

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

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

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

## EXHIBIT A

### JMF Marketing Services Scope of Work

The professional services to develop, implement and manage multiple strategic marketing initiatives on behalf of DEN Concessionaires. Initiatives may include, but are not limited to:

- Professional services at the direction of the DEN Committee managing the Joint Marketing Fund.
- Strategic marketing concept and advertising campaign development promoting DEN concessionaire businesses and interests.
- Determine, design, and submit entries for concessions and retailing related awards.

Additionally, the Scope of Work includes but is not limited to the following tasks:

1. Contract with vendor(s) to capture real-time concessionaire and passenger data, enabling enhanced decision making for all stakeholders, insights to improve commercial performance, enhanced customer service scores, and support the DEN Excellence in Service Program.
2. Provide, manage, supervise, and train all personnel, and/or confirm the same under any sub-contracts, required to perform the services under this contract.
3. Produce task estimates for review and approval prior to starting a specific initiative.
4. Submit joint marketing fund related invoices to the airport for approval and processing.
5. Create a detailed strategic marketing plan that should equally and fairly promote all DEN concession locations and categories and at a minimum includes the following:
  - a. Positioning statement
  - b. Customer description and demographics
  - c. List of concessionaires by location that are participating in the joint marketing fund
  - d. Campaign samples
  - e. Strategic media campaign and advertising plan
6. In compliance with DEN Guidelines for Advertising and Signage on Airport Property, contract with various media outlets, on and off airport property, as needed.
7. Work collaboratively with and obtain DEN Global Communications and Marketing approval when integrating the DEN brand.
8. Engage in sub-contracts as needed to implement the approved joint marketing fund budget and strategic media campaign and advertising plan. Subcontracts may include the design, construction and installation of fixed assets related to the marketing plan.
9. Maintain a good record keeping methodology so that marketing campaign performance can be readily and easily quantified and reported.
10. Provide the City with monthly statistics and reports of the services and marketing developed and utilized.

**EXHIBIT B****DEN JOINT MARKETING FUND (JMF) MARKETING PROFESSIONAL SERVICES NO: 202263724****Street Source Marketing & Communications**

<b>Category</b>	<b>Hourly Rate</b>
President/ CEO	\$250.00
VP of Strategy & Client Services	\$150.00
VP of Media & Communications (planning & placement)	\$175.00
VP of Finance, Operations & Inclusion	\$135.00
Creative Director	\$175.00
Art Director	\$155.00
Production	\$130.00
Project Management	\$135.00
PR/ Communications	\$145.00
Copywriting	\$140.00
Media Strategist	\$145.00
Digital Strategist	\$145.00

**NOTE:**

**Additional staff support time based on commission or set fees:**

- **Media Placement based on 10% of gross media placed**
- **Customer loyalty and engement platforms fee of \$20,000 monthly + \$10,000 one-time launch fee**



**EXHIBIT C**

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

**A. Certificate Holder and Submission Instructions**

Contractor must provide a Certificate of Insurance as follows:

Certificate Holder: CITY AND COUNTY OF DENVER  
Denver International Airport  
8500 Peña Boulevard  
Denver CO 80249  
Attn/Submit to: DEN-Concessions@flydenver.com

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

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

**B. Defined Terms**

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

**C. Coverages and Limits**

1. Commercial General Liability

Contractor shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, independent contractors, and products and completed operations in minimum limits of \$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.
- c. If a “per location” policy aggregate is required, “location” shall mean the entire airport premises.

2. Business Automobile Liability

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

- a. If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required.
- b. If Contractor does not have blanket coverage on all owned and operated vehicles and will require unescorted airside driving privileges, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.

- c. If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
  - d. If Contractor does not own any fleet vehicles and Contractor's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Contractor shall ensure that Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Contractor. This provision does not apply to persons solely commuting to and from the airport.
  - e. If Contractor will be completing all services to DEN under this Agreement remotely and not be driving to locations under direction of the City to perform services this requirement is waived.
3. Workers' Compensation and Employer's Liability Insurance  
Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits no less than \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
  - a. Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the Contractor to determine their eligibility for providing this coverage, executing all required documentation with the State of Colorado, and obtaining all necessary approvals. Verification document(s) evidencing exemption status must be submitted with the Certificate of Insurance.
4. Property Insurance  
Contractor is solely responsible for any loss or damage to its real or business personal property located on DEN premises including, but not limited to, materials, tools, equipment, vehicles, furnishings, structures and personal property of its employees and subcontractors unless caused by the sole, gross negligence of the City. If Contractor carries property insurance on its property located on DEN premises, a waiver of subrogation as outlined in Section F will be required from its insurer.
5. Media Professional Liability  
Contractor shall maintain a minimum limit of \$1,000,000 per occurrence and \$1,000,000 annual policy aggregate covering claims involving libel, slander, infringement of copyright, invasion of the right of privacy, and unauthorized use of titles, formats, ideas, characters, plots or other material used in the publication or design.
6. Unmanned Aerial Vehicle (UAV) Liability:  
If Contractor 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 per 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 Name, Title of Agreement and/or Contract Number and description shall be noted on the Certificate of Insurance, if applicable.

**E. Additional Insured**

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

**F. Waiver of Subrogation**

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

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

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

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

1. Such notice shall reference the DEN assigned contract number related to this Agreement.
2. Such notice shall be sent thirty (30) calendar days prior to such cancellation or non-renewal or reduction in required coverage unless due to non-payment of premiums for which notice shall be sent ten (10) calendar days prior.
3. If such written notice is unavailable from the insurer or afforded as outlined above, Contractor shall provide written notice of cancellation, non-renewal and any reduction in required coverage to the Certificate Holder within three (3) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer(s) as verification. Contractor shall replace cancelled or nonrenewed policies with no lapse in coverage and provide an updated Certificate of Insurance to DEN.
4. In the event any general aggregate or other aggregate limits are reduced below the required minimum per occurrence limits, Contractor will procure, at its own expense, coverage at the requirement minimum per occurrence limits. If Contractor cannot replenish coverage within ten (10) calendar days, it must notify the City immediately.

**H. Cooperation**

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

**I. Additional Provisions**

1. Deductibles or any type of retention are the sole responsibility of the Contractor.
2. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
3. Coverage required may not contain an exclusion related to operations on airport premises.
4. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under all policies where Additional Insured status is required.
5. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City under all policies where Additional Insured status is required.

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

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

If the minimum insurance requirements set forth herein differ from the equivalent types of insurance requirements in Part 230 of the DEN Airport Rules and Regulations, the greater and broader insurance requirements shall supersede those lesser requirements, unless expressly excepted in writing by DEN Risk Management. Part 230 applies to Contractor and its subcontractors of any tier.



# POWER OF DIFFERENCE

**DEN Joint Marketing Fund (JMF) Marketing  
Professional Services  
MWBE EDI Plan**



202263724- MWBE Equity, Diversity, and Inclusion Plan MWBE EDI Plan  
Submitted By: Street Source Marketing, LLC  
Date: December 12, 2022



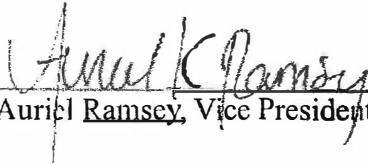
**DEN Joint Marketing Fund (JMF) Marketing Professional Services- 202263724**  
**Street Source Marketing, LLC MWBE Equity, Diversity, and Inclusion Plan MWBE EDI Plan**

Submitted by Street Source Marketing, LLC with Forté Advertising and Glidepath CX

This agreement has been executed by the signatories listed below. In addition to all applicable provisions of the MWBE Ordinance and any corresponding Rules and Regulations, **Street Source Marketing, LLC** shall comply with the requirements of this Approved Plan. Updates to this plan will be performed annually by **Street Source Marketing, LLC** and approved by DSBO, beginning in December of 2022 or at the request of DSBO.



Street Source Marketing, LLC, Principal, Ivan Burwell



Auriel Ramsey, Vice President of Operations, Finance, and Inclusion/ MWBE coordinator



12/29/2022

**DSBO Assistant Director**

*(delegated authority by Director)*



## 2. MWBE Equity, Diversity, and Inclusion Plan (MWBE EDI Plan)

“  
 We all do better when we work together. Our differences do matter,  
 but our common humanity matter more. -Bill Clinton  
 ”

### MWBE EDI Plan

Street Source Marketing is proud to share our **MWBE Equity, Diversity, and Inclusion Plan (MWBE EDI Plan)**. We fundamentally believe that **Equity, Diversity, and Inclusion (EDI)** is about providing small and minority businesses opportunities to have access and compete for opportunities where equity is at the core.

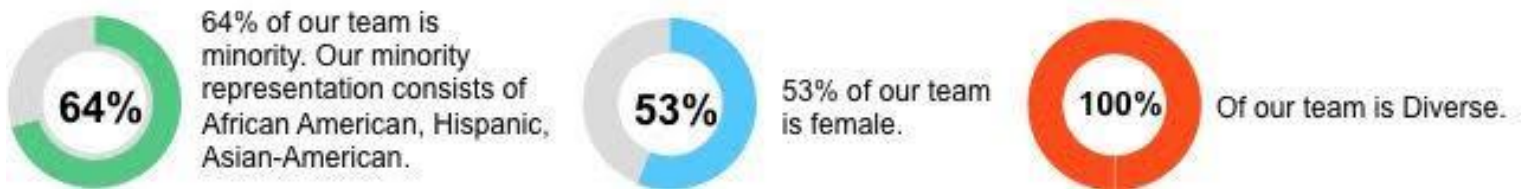
**As a minority business**, we are well aware of the critical importance of gaining access to meaningful opportunities to grow our businesses and provide greater chances for others to have a seat at the table. Diverse teams make us all better in terms of productivity, innovation, agility, and profitability. **Street Source Marketing and Communications is committing to 30% MWBE participation on this opportunity.**

At our firm, the values of Equity, Diversity, and Inclusion are core to who we are. It is embedded in our organization’s DNA. As one of our core capabilities, our team provides cultural marketing and messaging communications to diverse audiences for our clients. Our knowledge around diverse consumers is key to effectively reaching these audiences while implementing successful marketing strategies.

We cannot assist our clients in reaching diverse audiences if we fail to be inclusive as teams or, ignore the value and power of creating equitable platforms.

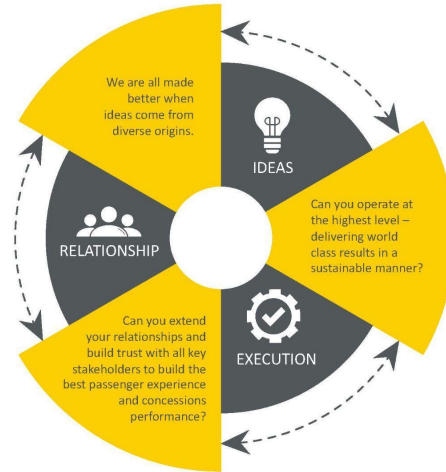
Additionally, we support diverse vendors and suppliers whether on the production or insights side of the business. In order for our firm to be successful, we have to live and breathe a diverse and inclusive existence. Despite the obvious need for diversity in our business, equity and inclusivity are values that we hold dear and share authentically with our teams, suppliers, and partners.

### Current Assessment:



We believe that the crux of the work that we do each and every day is about (3) things:

- **Ideas** - We are all made better when ideas come from diverse origins.
- **Relationships** - Can you extend your relationships and build trust with all key stakeholders to build the best passenger experience and concessions performance?
- **Execution** - Can you operate at the highest level - delivering world class results in a sustainable and inclusive manner?



The desire and importance of “equity” is a non-negotiable value of which we will not compromise internally or externally with our own organization, subcontractors or partners. Our **MWBE EDI Plan** starts with a clear understanding of what an inclusive environment looks like and what our expectations are as an organization.

Given that many of our team members are diverse and have a healthy and inclusive perspective regarding “differences,” our pathway forward regarding diversity is more intuitive. Over the years we have developed cultural expertise which necessitates a healthy appreciation for building and sustaining diverse work environments. We understand that these audiences are not monolithic; we must speak authentically in the voices of diverse consumers.

Additionally, we are mindful to extend our values surrounding inclusion, equity, and diversity to all of our partners and suppliers and have them prioritize these values to their respective teams. We contend that equity is achieved when everyone can have a seat at the table.

For this solicitation, we have subcontracted two excellent companies:

- Forte Advertising, a media advertising company, a woman owned business since its inception.
- GlidePathCX, an African-American owned company based out of Atlanta, GA.

Both subcontracted companies provide unparalleled customer experience and loyalty driven by data within the aviation space. Both of these partners share our vision and passion in helping build equity in not only our companies, but to the business community as well.



## A. Key Personnel

We have dedicated an executive to oversee and execute our **MWBE EDI** plan. She will be responsible for communicating our vision to all our team members and partners, as well as administrative tasks such as managing our information in the small business database (B2Gnow).

### **Auriel Ramsey**

**Vice President of Operations, Finance, and Inclusion/ MWBE coordinator**

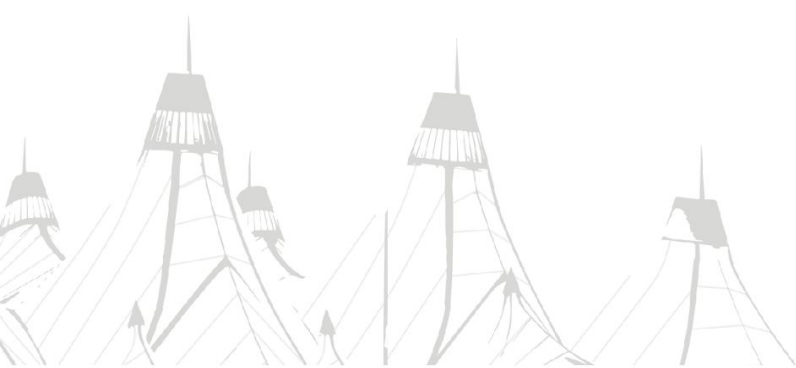
**aramsey@streetsmc.com**

**(303) 305-4363**

Our MWBE coordinator for this project will be Auriel Ramsey who will have direct access to the CEO. Auriel will manage all MWBE requirements for the program including meeting and conformance to all reporting requirements. Auriel will manage all outreach as appropriate, and develop efforts in support of disadvantaged businesses to improve subcontracting opportunities and assist with the administration of the MWBE EDI Plan.

Auriel has an extensive background in both finance and accounting. She has worked with small minority owned businesses for the past 7 years, assisting them with specific operational efficiencies to reduce expenses and improve cash flow management. She is passionate about helping underutilized businesses, and is excited to add this role as a priority to her current responsibilities at Street Source Marketing. She has taken on a more active role with the Mountain Plains Minority Supplier Development Council as a way to provide technical support and network with other MWBEs. In addition to managing all certifications and compliance requirements for our company, Auriel assists new vendors/ subcontractors with new certifications. Auriel will leverage our relationship with the Black and Hispanic Chambers to extend our outreach efforts.

Auriel will also be conducting workshops on behalf of the Mountain Plains Council to provide technical support while networking to identify potential MWBE partnerships. Auriel is also involved in numerous industry and community organizations where she can utilize her experience and commitment to the growth of small minority owned businesses.



## B. MWBE Utilization Strategies

Given that we are a minority owned company, we are always looking to include MWBEs in any partnering opportunities that we have as a team. One way to ensure that we are meeting new minority companies and building sustainable relationships is staying active in organizations that provide access to opportunities. Ivan Burwell (Principal), is the Vice Chair of the Mountain Plains Minority Supplier Development Council's Minority Business Enterprise Input Committee (MBEIC). The Mountain Plains Minority Supplier Development Council is an affiliate member of the National Minority Supplier Development Council (NMSDC). In this role, Ivan is tasked to constantly identify and support the growth of minority owned businesses across multiple industries. Ivan conducts workshops and multiple networking events with corporate sponsors to introduce new and existing MWBEs to opportunities while providing them with the tools that they need through our training and leadership events. This work on the MBEIC is directly related to building utilization and demand for MWBE businesses and is one example of how we stay engaged to help our communities.

As stated previously in our submission, our core team and identified partners are small minority and women owned businesses that will be responsible for managing a significant portion of the scope of work. We will follow the DSBO Ordinance and Rules & Regulations as it relates to terminating, replacing, or substituting subs. We will utilize good faith efforts to both identify and engage MWBE businesses to assist our team in executing the scope of work in accordance with the DSBO Ordinance and DSBO Rules & Regulations. Areas of opportunity for our team to seek outside subcontracting support is in the areas of production, photo shoots, video shoots, hair and makeup stylists, and certain types of qualitative and quantitative research.

It is important to emphasize that our scope of work is vastly different from a typical construction project that would have several subcontracting opportunities. We will, however, work with industry and community organizations to cast a broader net to begin identifying minority vendors who have expertise in these defined areas of need. We will also query our audiences in the various workshops and symposiums that we are participating.

Lastly, we will continue working with DEN Commerce Hub to identify both MWBE and ACDBE vendors with these specific skill sets. While we have worked with minority partners in the past in the areas of production and research with specific airport experience, we are certainly open to exploring other partnering opportunities through our networking activities and industry contacts. Additionally, we will commit to providing mentoring opportunities to provide minority youths greater practical experience and exposure in these areas. We have also gained commitment from our existing vendors to participate in these mentoring efforts to include conducting classes and providing experiential opportunities.

The production values vary, but could range from \$25,000 - \$50,000. We will certainly utilize minority suppliers in nearly all instances, and will work with the DSBO office to identify other MWBE businesses that are aligned with our specific needs. We will also encourage our existing minority vendors, and industry contacts to assist us in tapping into those MWBE businesses that align with our needs.

Ivan, Project Principal, and Auriel - MWBE EDI Coordinator will both conduct workshops and networking events on behalf of the Mountain Plains Minority Development Council. These events are broadly communicated in both the minority business community as well as the minority communities in general. These events will allow for broader exposure and engagement of our efforts to a larger audience of MWBE participants.

We have, and will continue conducting several marketing workshops on behalf of the council with the express purpose of providing small minority businesses a better understanding and an appreciation of the role and benefit of marketing in their businesses.

### **C. Technical Assistance & Support Services:**

As members of both The Mountain Plains Minority Supplier Diversity Council and the Colorado Black Chamber of Commerce, our staff is exposed to multiple training and supplier diversity workshops and symposiums throughout the year. We get an opportunity to witness best in class programs regarding **Equity, Diversity, and Inclusion (EDI)** efforts across a myriad of corporate cultures. Collectively, we have programs and affiliations at HBCU schools to provide minority students access to careers and opportunities within the aviation industry.

Additionally, we understand the nuances and barriers many small and minority businesses face because we have conducted both quantitative and qualitative research around this subject. As part of our DEN assignment:

- We queried certified ACDBE concessionaires to better understand how the airport could better assist them in becoming more successful
- We queried the challenges of new ACDBE concessionaires, those with (5) plus years of experience, and those with (10) plus years of experience. The goal of this work was to identify solutions and a pathway forward for those concessionaires based upon their journey and experience within the program.
- We also conducted a qualitative listening session with the Business Action Committee (BAC) to better understand the challenges of Black construction firms, Black professional services, and Black ACDBEs. Given the low rate of utilization of Black firms, the goal was to document their challenges and identify recommendations that the airport could embrace to improve overall utilization of Black firms in the city.

One of the significant initiatives that we are so proud of is the creation of the, “Multicultural Business Academy”. The purpose of this academy is to assist diverse candidates in developing the tools and skill sets needed to succeed in today’s business environments. For many diverse candidates, they are often the first in their families to have attended college. They frequently leave college with the notion that their education will be all that they need to master to be successful. Our online curriculum will provide diverse candidates the tools and experiential opportunities to gain the additional skills that will increase their probability for success. There will be a number of contributing experts, along with our team, who will participate in implementing the curriculum.

Secondly, the role that Ivan serves as Vice Chair of the MBEIC will allow him to mentor, and coach the next generation of business owners to become more successful. Within this role, he assists minority businesses with technical assistance, access to finance and capital, business planning, networking, and providing other business development resources. In addition to conducting and participating in workshops, we will continue to be available for more individual consultation and mentoring.

Lastly, we will comply with DSBO’s and the City’s ordinance of contractors prompt payment policy.

#### **D. Procurement Process:**

As a minority owned firm, we are well aware of the challenges with procurement for diverse businesses. Given that our business is a service driven business, we sell ideas, strategies, insights and targeted marketing and media programming to our clients. Our procurement of services to support our clients is more limited given the scope of the work that we are engaged in. For instance, when we contract moderators to conduct groups we almost inevitably utilize minority moderators. Given that our teams do most of the work internally, we don’t procure many services outside of our teams. However, we will always use our good faith to seek the services of available minority suppliers first to fulfill the client's needs, or a need that we might have internally. Additionally, Street Source will apply for MWBE certification with the City and County of Denver, and we will work with our primary local subcontractor to become MWBE certified with the City as well. We will also follow the good faith effort process as defined in the DSBO Ordinance.

In terms of a process to identify subs, we will send out a briefing document to those MWBE who are in the production area when we have assignments that require a production team. Our evaluation process will be driven by a creative review of their past work in addition to their understanding and ability to execute against the scope. We will debrief with those unsuccessful bidders to ensure that they have a perspective of why they were not selected.



A perfect example of this is when we conduct live photo shoots. Because a considerable percentage of our work is multicultural, it is in our best interest to utilize minority photographers and production teams almost exclusively in order to convey the correct message. In our business, we are more likely to engage outside suppliers when we are doing video and photo shoots. In summary, we maintain internally a list of diverse professional suppliers that we engage regularly given our prior working relationships and the quality of the finished product. We also search our sources for new diverse talent to add to our list of diverse resources.

We believe that we have a wonderful opportunity to work more closely with DEN's Center Of Equity and Excellence In Aviation to provide young students exposure to the aviation industry through the work that we do. This certainly can take the form of internships and some practical experience to encourage greater diverse interests in aviation. We know that our loyalty partner, Thanks Again, currently has these initiatives already implemented with a few of the HBCU schools in Atlanta. We believe that we must begin to introduce younger, and more diverse audiences to opportunities in aviation.

While the majority of our work will be completed by our diverse team, we will work with organizations such as the Black, Hispanic, and Asian American Chambers for our networking and outreach efforts to both identify new minority business partners, and to seek minority youths for mentoring opportunities. We will also work closely with the faith based community as we have in the past to communicate our needs and socialize opportunities.

#### **E. Communication and Project Management:**

We have a web-based project workflow system called eSP (eSilentPARTNER) which tracks projects, status, costs, and time associated with any given project. eSP has a financial control mechanism to ensure client approval of estimates.

This ensures that both parties are aligned around scope, budget, and timing. Additionally, we utilize Google docs as part of our internal teams efforts to share and edit documents, and have access to the collective work that we are conducting on behalf of our clients.

We, along with almost everyone else post-COVID, utilize all of the more common virtual platforms such as Microsoft Teams, Webex, Google, and Zoom as a way of staying connected and communicating efficiently with our clients, particularly those who may operate outside of the state.

All MWBE firms working on this project will have access to our resources, industry and community network.

More importantly, we ensure that "purpose" is at the center of everything that we do. We believe that diversity can't be achieved without a vision and value around purpose.

In other words, what do you want to stand for as an organization? What kind of culture do you want to build? How can we all become more intentional about inclusion?

Some of the activities we participate and encourage with our teams from a communications perspective are:

- Attending conferences and meetings where topics of diversity and equity are the central focus.
- Continue our partnership and engagement with the Airport Minority Advisory Council (AMAC) and support their efforts regionally and nationally to promote supplier diversity opportunities .
- Participate as teams surrounding difficult conversations around race and supplier diversity and how we achieve greater scale as minority businesses.
- Frequently share with our teams the best-in-class examples from corporate partners who have robust supplier diversity plans and how they achieved that result.
- Participate in high level programs such as the Centers of Excellence Program sponsored by the National Supplier Diversity Council. This program is 9 months long and is designed to grow MBE performance through a rigorous corporate and academic partnership with Rutgers University. We believe these shared experiences with our team and partners are invaluable and support diversity.

#### **F. Past Performance:**

So much of our business is about promoting equity, diversity and inclusion. An example of this is a project we led for the City of Denver which was focused on communications and engagement to address the disproportionate impact which COVID-19 had on communities of color.

This project is a great example of work that we have done that expresses our success in promoting equity, diversity, and inclusion both internally, and externally, it is the most recent work that we completed with the City and County of Denver with respect to COVID-19. The assignment was to put together an engagement program for Denver's diverse community regarding the most effective and authentic materials and content to address Vaccine hesitancy in the African American, Hispanic, Asian American, and Native American communities. We developed culturally sensitive materials that could be shared by each community. The materials were developed based on the insights that we had gained from Community leaders, healthcare providers, and related experts.

Additionally, we held a COVID-19 Town hall for the African American community consisting of the top diverse doctors in the area along with an Asian American forum of both physicians and community leaders. The goal of these initiatives were to reduce vaccine hesitancy among communities of color. As a matter of public record, communities of color suffered disproportionately due to COVID-19, and often did not have the same access to services and vaccines as the general market. Our goal was to drive equity and awareness among these communities. We worked internally with cross functional teams within the city, as well as other agency partners to align teams around the need to address these communities authentically, and in a culturally relevant manner that allowed these communities to feel a greater sense of inclusion and trust.

One key strategic output was a messaging matrix that could be effectively used to target the different segments. We utilized this matrix to create a multicultural toolbox containing marketing content to be used for the City as well as community-wide. We also hosted key Asian American Pacific Islanders (AAPI) and African American community leaders in panel discussions to speak about the cultural differences that COVID-19 sparked among their communities. These examples speak to the need to be culturally relevant and respecting the different voices within communities of color.

The second example is another project we did with the City and County of Denver. The objective was to create an advertising campaign that would increase the number of mid management African American and Hispanic candidates to consider the City and County of Denver as a strong opportunity of a good place to work and have a productive and meaningful career.

Previously, diverse candidates did not believe the City and County of Denver could provide them a viable career opportunity, nor could the City and County of Denver offer competitive wages and benefits compared to private sector organizations.

The campaign was about demonstrating that the City and County was an equitable, and inclusive place to truly have a career. In both cases, we pivoted off of the cultural insights that we garnered from each community. As a result, we increased the percentages of both Hispanic and African American mid level candidates.

In both of these examples we worked collaboratively with City and County of Denver staff and community leaders.

Additionally, as a multicultural marketing firm, we have the opportunity to speak with our clients regarding the importance of EDI both as a function of our marketing activities, as well as an organizational value. Ivan has participated in numerous discussions and panels on the subject of the power of equity and inclusion for diverse audiences. Ivan has also written several articles that highlights the adverse impact of organizations not including equity and inclusion within their organizational culture.

So much of our job as marketers is to make certain that the images that we present in marketing and advertising are reflective of respectful, authentic, and aspirational moments. We are well aware of the challenges that diverse communities have in being adequately represented in the media as well as in advertising. Our goal as multicultural marketers is to ensure that diverse audiences are appropriately recognized in all of our advertising and marketing efforts. Our work starts with the insights that we have regarding the lived experiences of these audiences. We believe as marketers in this space, we have an obligation to educate and reflect the true personas of the diverse audiences that we are attempting to reach.

We are consistently attending seminars and meetings with industry experts to make certain that we are aligned with how we can most effectively reach these audiences in a culturally relevant and respectful manner.

We have also conducted listening sessions with a number of our clients to assist them in more effectively communicating and engaging with diverse audiences. We have in the past organized cultural immersion events on behalf of our clients that have been excellent ways for their executive teams to embrace equity and inclusion within their organization.

### **Minority Business Enterprise Input Committee (MBEIC)**

For our team, it's always about reflecting diversity respectfully and authentically. With respect to MWBE businesses, our role with the MBEIC allows us to promote and assist other MWBE businesses in developing growth strategies. In fact, the central purpose of our committee is to both grow and connect MBE's. In our "All Hands Meeting" - which is a symposium that directly benefits MBE's - we address themes that are most important to advance the performance of MWBE businesses. Some of the subjects range from financing and capital, technology, social media and marketing, networking, and many other subjects that support MBEs including providing access to multiple matchmaking opportunities throughout the year. We mentor a young African American man who currently attends an HBCU university. We also mentor other young professionals around growing their personal brands either as entrepreneurs, or as employees.

### **G. Proposer's Culture:**

Culture for us is everything. We are a purpose-driven organization that believes that your values around equity reveal who you are. We believe diversity, equality and inclusion has to be seeded organically within one's organization. Your values around diversity are not after-thoughts or a program-of-the-month, rather it has to become the central part of who you are.

Our fundamental belief is that our ideas and solutions are driven by our cultural lens and experiences that allows us to place purpose and equity at the core. For our team it is the power of differences that we believe make us stronger. Internally, we continue to share our rich cultural differences and similarities that strengthens our internal team and influences how we engage with clients and partners.

We believe that equity and diversity is about **purpose**. Our culture is "**purpose** " **driven**".

- It defines humanity
- It allows us to listen to other voices, particularly, those voices that are different from our own.
- It encourages our teams to take action.
- It encourages us to utilize our influence , particularly, around culture.
- It encourages us to bring our key stakeholders along our journey.
- It demands that we understand that "accountability matters.



Within our hiring, contracting and onboarding process we ensure that all new candidates understand and embrace our purpose driven culture and the values of equity and inclusion.

We believe that our purpose drives organizational behavior, it allows us to prioritize the right values, and it demands that we respect and include differences in order to build a healthy internal culture. We express our sense of purpose with each other and with our partners.

In addition to this serving as our mantra as a team, we live these values through our partnerships and work with our clients. In many respects, culture is a permanent address for our team, not a place that we visit. As a result, our team is the personification of what we believe our purpose to be.

As an organization we believe strongly in the power and importance of immersion. We encourage our teams to have more cross-cultural immersive experiences. These experiences can consist of taking a foreign language such as Spanish, attending a cultural festival, listening to a diverse podcast and sharing that with the team. We also support continuing education particularly when the subject matter includes diversity and inclusion. The key is to get yourself out of your comfort zone and learn about other cultures. We believe our greatest growth comes from being in more unpredictable environments because it challenges us to hear different voices and to develop respect for those differences.

#### **H. Future Work:**

As we continue to develop our internal skill sets around diversity while assisting our clients to become best-in-class, one of the initiatives that we are most excited about is the creation of a Multicultural Business Academy. The primary role of this academy is to teach young diverse talent how to become successful within corporate America. This academy will provide the tools and skills over a 4-month online curriculum that brings our experience, and the experience of other trusted experts to provide exposure and knowledge that will set these diverse individuals up for success.

One of the most important aspects of a successful plan is to review, measure and adjust. For our future work, we plan to measure our success. Our scorecard for these various initiatives will be achieved in a couple of ways. We will conduct surveys with our teams and key stakeholders routinely, and we will conduct formal and informal listening sessions to begin measuring our approach as well as identifying opportunity areas to prioritize. We believe the work around **Equity, Diversity, and Inclusion (EDI)** is ongoing and evolving. It is critical that we continue to follow the lead of some of the smartest organizations in the space such as Korn Ferry and Deloitte.

Lastly, our partner GlidePathCX's dashboard will allow us to capture passenger sentiments, behavior, and purchase intent as well as documenting the passenger experience. We will also be able to query passengers on a number of attitudinal and related motivational factors to better inform our decision making process and improve the passenger experience at DEN.

## MWBE EDI (5) Year Roadmap

**Year 1:** Execute a concessions employment advertising and media plan that disproportionately speaks to a more diverse workforce to convey the benefits and growth opportunities in working in DEN concessions. Given that a significant portion of the concessions staff currently working at DEN are diverse, our efforts would be to effectively attract and retain more diversity in DEN concessions. Our marketing and media efforts will have a significant and measurable impact on increasing the percent of diversity within the staffs of concessions at every level. Given the importance of a steady and reliable workforce for concessions, this will be an ongoing marketing and advertising initiative.

**Year 2:** We want to convey to our passengers as well as the community the quality and variety of our concessions offerings, and celebrating and showcasing our talented diverse operators through a coordinated public relations effort. We would explore the use of imagery and content including providing additional language translations on our website to speak to these diverse audiences.

**Year 3:** We want to celebrate the diversity within the senior staff of the airport by the celebration of culture throughout the year. We always say, you can't become what you never see. This is particularly true of minority kids, we need to get them closer to experience.

**Year 4:** Develop a passenger engagement campaign that celebrates the contributions of the many talented MWBE firms to build and support DEN. From our perspective, a greater focus will be towards those firms that are directly impacting our concessions community. Perhaps with build outs, or architectural designs as examples

**Year 5:** While we will always celebrate our new exciting concessions, we will look for those stories that highlight the accomplishments and growth of our ACDBE operators. We will utilize traditional/non-traditional, and social platforms to deliver our messaging. We will also utilize our loyalty partners to socialize these stories with passengers as well as our concessions and community partners.

Our loyalty partner, Thanks Again, which is also very active in promoting equity, diversity and inclusion, and a minority owned firm as well, their focus has been mainly on mentorship and getting diverse individuals to consider the aviation space as a career option either as airport employees, or business partners to airports/airlines. With a graduate of an HBCU, (Morehouse College) as CEO, and a disabled veteran as an EVP in the organization, they both are active in identifying individuals offering internships and introducing them to the airport environment.

In addition, Thanks Again, plans to add 10 at risk businesses every year to the loyalty platform at no cost. Specifically, they will be looking at organizations that have **Equity, Diversity, and Inclusion (EDI)** policies of their own and are more active in promoting **EDI** throughout the region through their products and service offerings. Therefore, we expect to see at least 50 under utilized or at risk businesses on our loyalty platform over the course of this project, furthering our impact throughout the region.

## **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.

### **A6.4 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 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.

#### **A6.4.3 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**

- A. The Contractor 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 Agreement 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 Contractor will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) 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, the City will have the right to terminate the Agreement and

to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Agreement had never been made or issued.

**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**

- A. The Contractor 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 as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Contractor will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.
- B. With respect to this Agreement, in the event of breach of any of the above nondiscrimination covenants, the City will have the right to terminate the Agreement and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Agreement had never been made or issued.

**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 has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor 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.