

## 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 **TALSON SOLUTIONS, LLC**, a Pennsylvania 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 consulting services for financial and economic management and for the planning and development of facilities at DEN; and

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

**WHEREAS**, Contractor’s proposal was selected for award of the On-Call Financial Management and Consulting 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 DEN Finance 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 CEO. Contractor shall request the CEO's approval in writing and shall include a description of the nature and extent of the services to be provided; the name, address and professional experience of the proposed subcontractor; and any other information requested by the City.

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

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

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

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

**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 January 1, 2025 and shall terminate on December 31, 2027, unless this Agreement is earlier cancelled, terminated, or extended in accordance with the terms stated herein (the "**Expiration Date**"). The Term of this Agreement may be extended for two additional 1-year periods, 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 contained in this Agreement 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 **Three Million Dollars and Zero Cents (\$3,000,000.00)** ("**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 time required by its professionals to complete the services under this Agreement. Individual hourly 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 AccountsPayableContracts@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.

**G. 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.

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

**I. 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.

**J. 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 ("**D.R.M.C.**"), designated as §§ 28-117 to 28-199 (the "**DSBO Ordinance**"); and any Rules and Regulations promulgated pursuant thereto. The contract goal for MWBE participation established for this Agreement by the Division of Small Business Opportunity ("**DSBO**") is 14%.

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. If directed by DSBO, the Contractor is required to develop and comply with the Equity, Diversity and Inclusion Plan ("**EDI Plan**") attached as *Exhibit D* and as it may be modified in the future by DSBO. Unless a separate Utilization Plan is required in accordance with § 28-62(b), D.R.M.C, the EDI Plan shall constitute the Utilization Plan required by § 28-62(b). Along with the EDI Plan and 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 EDI Plan and/or Utilization Plan and achieving the MWBE participation goal. The EDI Plan and 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, upon any of the bases 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 DSBO 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 SBE subcontractor requires compliance with § 28-136, D.R.M.C.
- g. Failure to comply with these provisions may subject the Contractor to sanctions set forth in § 28-139 of the DSBO Ordinance.
- h. Should any questions arise regarding DSBO requirements, the Contractor should consult the DSBO Ordinance or may contact the designated DSBO representative at (720) 913-1999.

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

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



on the date the bid or request for proposal was advertised. In the event a request for bids, or a request for proposal, was not advertised, Contractor shall pay every covered worker no less than the prevailing wages and fringe benefits in effect on the date funds for the Agreement were encumbered.

Date bid or proposal issuance was advertised: May 2, 2024

i. Prevailing wage and fringe rates will adjust on the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable.

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

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

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

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

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

**E. City Prompt Pay.**

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

ii. Final Payment to Contractor shall not be made until after the Project is accepted, and all certificates of completion, record drawings, 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. Contractor shall obtain and keep in force all of the minimum insurance coverage forms and amounts set forth in *Exhibit C* (“**Insurance Requirements**”) during the entire Term of this Agreement, including any extensions of the Agreement or other extended period stipulations stated in *Exhibit C*. All certificates of insurance must be received and accepted by the City before any airport access or work commences.

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

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

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

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

## 8. DEFENSE AND INDEMNIFICATION:

A. Contractor hereby agrees to defend, indemnify, reimburse and hold harmless the City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“**Claims**”), unless such Claims

have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify the City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including 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. Americans with Disabilities Act (“ADA”).** Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA (42 USC § 12101, *et. seq*) and other federal, state, and local accessibility requirements. Contractor shall not discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this provision on the part of Contractor, its employees, agents or assigns may constitute a material breach of this Agreement. If requested by City, Contractor shall engage a qualified disability Contractor to review Contractor’s work for compliance with the ADA (and any subsequent amendments to the statute) and all other related federal, state, and local disability requirements, and Contractor shall remedy any noncompliance found by the qualified disability Contractor as soon as practicable.

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

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

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

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

**F. Notices.**

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

by Contractor to:

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

And by the City to:

Talson Solutions, LLC  
41 N. 3<sup>rd</sup> Street  
Philadelphia, Pennsylvania 19106  
Attn: Robert S. Bright

ii. Delivery of Formal Notices. Formal notices of the termination of this Agreement shall be delivered personally during normal business hours to the appropriate office above or by prepaid U.S. certified mail, return receipt requested; express mail (FedEx, UPS, or similar service) or package shipping or courier service; or by electronic delivery directed to the person identified above and copied to the Project Manager through the electronic or software system used at the City's direction for 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.

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

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

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

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

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

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

**L. Cooperation with Other Contractors.**

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

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

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

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

**O. Coordination and Liaison.** Contractor agrees that during the term of this Agreement it shall fully coordinate all services that it has been directed to proceed upon and shall make every reasonable effort to fully coordinate all such services as directed by the 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.

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

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

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

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

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

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

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

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

iv. In the case of a release, spill or leak as a result of Contractor’s activities under this Agreement, Contractor shall immediately control and remediate the contaminated media to applicable federal, state and local standards. Contractor shall

reimburse the City for any penalties and all costs and expenses, including without limitation attorney's fees, incurred by the City as a result of the release or disposal by Contractor of any pollutant or hazardous material.

**U. Non-Exclusive Rights.** This Agreement does not create an exclusive right for Contractor to provide the services described herein at DEN. The City may, at any time, award other agreements to other contractors or 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 audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. 20-276.

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

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

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

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

**H. Conflict of Interest.**

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

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

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

iv. Contractor has a continuing duty to disclose, in writing, any actual or potential conflicts of interest including work Contractor is performing or anticipates performing for other entities on the same or interrelated project or tasks. Contractor must

disclose, in writing, any corporate transactions involving other companies that Contractor knows or should know also are performing or anticipate performing work at DEN on the same or interrelated projects or tasks. In the event that Contractor fails to disclose in writing actual or potential conflicts, the CEO in their sole discretion, may terminate the Agreement for cause or for its convenience.

**12. SENSITIVE SECURITY INFORMATION:**

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

**13. DEN SECURITY:**

**A.** Contractor, its officers, authorized officials, employees, agents, subcontractors, and those under its control, shall comply with safety, operational, or security measures required of Contractor or the City by the FAA or 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 Section 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-202475710-00  
**Contractor Name:** TALSON SOLUTIONS LLC

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

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

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

PLANE-202475710-00  
TALSON SOLUTIONS LLC

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

Robert Bright

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

President

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

ATTEST: [if required]

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

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

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

## **Appendix**

### **Standard Federal Provisions**

## GENERAL CIVIL RIGHTS PROVISIONS

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

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

### COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

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

**Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

**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.

**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.

**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

1. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
2. Cancelling, terminating, or suspending a contract, in whole or in part.

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

#### **TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES**

During the performance of this contract, the Consultant, 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

(Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

- 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 § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq)(prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- 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 (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. 74087 (2005)];
- 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).

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

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

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

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

## Exhibit A

# On-Call Management Consulting Services Scope of Work:

### Financial Consulting Services:

The Consultant, as deemed necessary by the CEO or their designee, will provide professional airport system consulting services for the financial and economic management of the Airport and for the planning and development of Airport facilities. This scope of work is a general guide to the work DEN anticipates and is not a complete listing of all services that may be required or desired. A complete detailed description of required work will be furnished in each task order issued.

Specifically, services to be performed by Consultant; when and as directed by the CEO or their designee, shall include, but are not be limited to, the following:

- A. Development and review of the annual and mid-year calculation of airline rates, fees, and charges relating to the Denver Airport System, which may include improvement, augmentation, modification and simplification of a financial model and assumptions used to calculate such rates. This includes a detailed summary of rates, fees, and charges by airline as well as in total for the Airport system.
- B. Create a manual and documentation for the rate model. Develop a user's guide incorporating the rate model operation, architecture and logic as well as provide training for airport staff on how to operate the model.
- C. Prepare a financial feasibility report regarding the financing of the airport's capital plan through the issuance of additional revenue bonds. The feasibility report shall be in a format suitable for incorporation into the Official Statement for the sale of such bonds.

Per requirements for the Airport Consultant's Report, Section 704B of the Airport General Bond Ordinance, prior to the issuance of additional bonds, Consultant shall issue a report, estimating the current and next three fiscal years, Gross Revenues, Operation and Maintenance Expenses, and other amounts required to be deposited to funds and accounts in support of funding the capital projects as well as the increase in operation and maintenance expenses and the increase in rates, fees, rentals, or other charges that may result from completion of the project(s).

Based upon those estimates, the report must demonstrate that the net revenues in each such Fiscal Year, together with any Other Available Funds are projected to be sufficient in each such fiscal year to meet the Rate Maintenance Covenant, taking into consideration the debt service requirements of any future series of bonds required to complete the improvement project(s), as estimated by bond advisors, and after giving effect to, among other things, the increase in operation and maintenance expenses and the increase in rates, fees, rentals, or other charges that may result from completion of the project. The report must comply with the requirements as more fully outlined and described in Section 704B of the Airport General Bond Ordinance. If this report shows the Airport System not meeting the Rate Maintenance Covenant, Consultant shall advise the Manager of Aviation and make recommendations as to the revision to rentals, fees and charges to meet this requirement.

Services to be provided in connection with the financial feasibility report, or periodically as requested, shall include:

1. An analysis of the economic and air traffic forecasts;
  2. A review and assessment of the requirements for the projects and project cost estimates;
  3. A review of airport financial operations and rate policies;
  4. A review of the projection of airport revenues, expenses, net revenues, and debt service coverage;
  5. Coordination with the City's team of investment bankers, bond counsel, and staff in the development of the financing plan for the project, preparation of the financial feasibility study report including black-line drafts for review by the working group, and participation in presentations to the rating services and investor tours/roadshows.
  6. Create user's manual for financial model.
- D. At the request of the Manager of Aviation, Consultant shall review and advise on the capital program for the Denver Airport System for compliance with the Bond Ordinance and Airline Use and Lease Agreements.
- E. Provide support in the renegotiating of the airline use and lease agreement, which includes assisting in the development of key goals and objectives, developing discussion materials, financial analysis, and summary of key results on alternative methodologies/approaches. In addition, Consultant will assist in the development of individual airline costs per enplaned passenger results, provide recommendations to "Exhibit F" changes, as well as, participate in strategy and negotiating strategy sessions.
- F. Provide support in the redevelopment of the Landside Terminal (referred to as the Great Hall Program), which includes strategic oversight and assistance in reviewing proposals received such as financial models of business arrangements and financial structures, as well as, offer advice and assistance in evaluating financial impacts, identifying any implications on proposed business arrangements/financial structures on the airline use and lease agreement and during negotiations with respondents. Consultant will also assist in developing key messages regarding any impacts, participate in internal meetings and provide other assistance to management, as requested.
- G. Provide advisory capacity for the Great Hall Program to lead the team's direction, monitor progress and deliver guidance to executive leadership.
- H. Provide advisory capacity for the Consolidated Rental Car Facility (ConRAC) Program, including analyses on the feasibility and impacts, coordination with stakeholders on any necessary bond financing, and delivering guidance to executive leadership.
- I. Consultant shall provide qualified persons from its staff to serve as expert witnesses in any judicial or administrative proceeding to which the City may be a party.
- J. Consultant shall review and advise the Manager, as requested, with respect to any other matters affecting the Denver Airport System. These matters may include:

1. Performing qualitative and quantitative analyses on a variety of strategic and financial issues, as well as business issues, including but not limited to, analyses relating to the operating & capital planning budget and sensitivity and scenario analyses.
2. Services in connection with the planning of present Airport System facilities or those to be acquired or to be developed by the City in the future.
3. Other requested services and special projects that have financial impact on the Airport System, as assigned by Airport management.

### Passenger Facility Charge (PFC) Application Consulting Services:

The Consultant, as deemed necessary by the CEO or their designee, will provide a comprehensive range of Passenger Facility Charge (PFC) application consulting services. This scope of work is a general guide to the work DEN anticipates and is not a complete listing of all services that may be required or desired. A complete detailed description of required work will be furnished in each task order contract issued.

Specifically, services to be performed by Consultant; when and as directed by the CEO or their designee, shall include, but are not be limited to, the following:

- A. Assist in identifying projects eligible for PFC funding. Develop strategies for the effective use of PFC revenues, considering long-term financial and operational goals of the airport. Advise on the optimization of PFC collection levels and duration.
- B. Assist in the preparation of accurate and complete PFC applications in accordance with FAA regulations. Work with Airport System to manage all events and correspondence related to the application process, and submit applications to the FAA.
- C. Offer expert advice on best practices in PFC application and management. Keep Airport System informed of any changes in FAA regulations or policies that may affect PFC applications or collection. Conduct training sessions for Airport System Management on PFC application processes and compliance requirements. Share knowledge and insights to build in-house expertise in PFC management.
- D. Be available for consultation on matters related to the PFC program as needed.

### Construction Audit Consulting Services:

The Consultant, as deemed necessary by the CEO or their designee, will provide a comprehensive range of audit and advisory services to ascertain the effectiveness of construction project management policies and procedures related to the fiscal, operational, and administrative controls over design, construction, claims and close-out activities, determine the adequacy of internal controls and processes, identify cost recovery opportunities, and ensure compliance with relevant regulations, DEN's policies and procedures. This scope of work is a general guide to the work DEN anticipates and is not a complete listing of all services that may be required or desired. A complete detailed description of required work will be furnished in each task order contract issued.

- A. Provide construction audit and advisory services for all assigned projects.

1. Assist the Owner in establishing oversight to reduce the likelihood of overcharges, billing errors, cost overruns.
  2. Review all aspects of each project from preparation of solicitation documents through final payment, with the intent of identifying possible process improvement, cost prevention, and cost recovery.
  3. Serve as an intermediary with the Construction Manager and/or professional service providers in resolving identified issues and disputes.
  4. Report on the effectiveness of internal controls and project management functions.
- B. Review all program related contracts from an Auditor's perspective to:
1. Identify contradictory language, missing provisions, right to audit clause, and sufficiency of other provisions.
  2. Evaluate contract provisions for the following and recommend improvements as needed:
    - a) Articulation of General Conditions and Construction Management Fees.
    - b) Clarification of allowable and unallowable costs.
    - c) Overlap of general conditions and general requirements.
    - d) Provisions and limitations for equipment and vehicle rentals.
    - e) Changes to scope and language.
    - f) Articulation of controls on self-performed work and pass-through expenses.
    - g) Penalties for non-compliance.
    - h) Process for scoping, pricing, and approval of change orders, contingency budget, allowances and credits.
    - i) Insurance, Bonds, and Warranty requirements.
    - j) Business ethics and professional conduct.
    - k) Progress reporting
  3. Identify opportunities for direct payment by owner of major material and equipment purchases.
  4. Tailor test programs to focus efforts on highest and most exposed financial risks.
  5. Verify prompt and accurate project close-out.
- C. Review a phase(s) or all facets of the project lifecycle, commencing with the Define, Design, Build, and Close-out phases for Capital Improvement Projects (CIP) programs at DEN.
1. DEFINE PHASE  
When a CIP Program has been identified by DEN, it is assigned to a Project Manager and the project Define Phase is initiated. During this phase the Project Manager meets with the Project Sponsor to further refine and quantify the facility need. Alternatives are assessed, cost estimates and schedules are prepared. The project request is then presented to the DEN Leadership Team for approval and to be incorporated into the CIP. Services required by the Consultant's during Define may include, but are not limited to:
    - a) Review of project definition, goals and objectives.
    - b) Feasibility of project plans, schedules, milestones, and deadlines.
    - c) Review of, or assistance with, construction cost estimates and budgets.
    - d) Environmental review process.
    - e) Evaluation of alternative design/construction delivery methods.
    - f) Establishing measures and benchmarks for evaluating capital program outcomes.
  2. DESIGN PHASE  
During the design phase DEN manages the necessary outside architectural and engineering consultant's contracts to produce construction documents necessary for projects. Services required by the Consultant during Design may include, but are not limited to:

- a) Establishing measures and benchmarks for evaluating Key Performance Indicators (KPI's) and tracking of Architect/engineer team performance.
- b) Establishing measures and benchmarks for evaluating KPI's and tracking of compliance with project plan, design delivery schedule and milestones.
- c) Comparisons of Final design for compliance with original scope and budget.
- d) Review all Architect's Supplemental Instructions revisions with cost impacts to determine whether reimbursements are due from Design Professionals
- e) Life cycle and cost analysis of materials, systems and equipment.
- f) Construction cost estimating and project scope control.
- g) Value engineering and alternatives analysis.
- h) Advise on Bid and proposal processes and procurement management.
- i) Evaluation of cost and time efficiency of project delivery implementation.

3. BUILD PHASE

During the Build or construction phase, DEN has overall responsibility for achieving the successful construction of projects. DEN manages the necessary construction and material procurement contracts to complete the project. DEN extends all reasonable efforts to assure that high standards of quality and workmanship are obtained in all construction, and proper coordination of the construction process is achieved in order to mitigate the impact of this phase on the day-to-day operations of DEN. Services required by the Consultant during Build may include, but are not limited to review of:

- a) Bid and proposal processes and procurement processes.
  - o Request for Proposal/Qualifications documents
  - o Contract language
  - o Preconstruction activities
  - o Billing practices
- b) Preparation of construction contract documents.
  - o Change Order language
  - o Reimbursable costs
  - o Audit clauses
  - o Ethics clauses
- c) Project and program management approaches and their impacts.
- d) Payroll reviews billed hours, rates, prevailing wage rates, burden rates, markups, overhead, labor multipliers, etc. and provide comparisons to industry averages.
- e) Evaluation of cost and time efficiency of project delivery implementation.
- f) Verify and reconcile contractor's cost calculations against contract terms.
- g) Cost monitoring/reporting methods and procedures.
- h) Payment applications, processing and administration.
- i) Change management/change order processes and controls.
- j) Contingency usage.
- k) Establishing measures and benchmarks for evaluating KPI's and tracking of Contract delivery / performance.
- l) Accounting systems (e.g. payroll audits, rates, cost segregation, and overhead).
- m) Change Order cost, validity, and schedule impact.

4. CLOSEOUT

During the Closeout Phase DEN manages the closeout procedure and payments, including release of retention and warranty initiation. Services required by the Consultant may include, but are not limited to:

- a) Establishing measures and benchmarks for evaluating Key Performance Indicators (KPI's)



and tracking of Closeout procedures.

- a. Verify prompt and accurate project close-out.
  - i. Determine if obligations to subconsultants and suppliers have been satisfied.
  - ii. Review back-charges and buy-outs.
  - iii. Identify potential over-charges and recommend action to the Owner.
  - iv. Reconcile final billing and verify final billing accuracy.
  - v. Provide final report to the owner with any recommendations for action.
- b) Advice on completion status and closing of contracts.
- c) Lesson Learned - Consultant may participate in a post project Lessons Learned session as directed by the PM.

#### D. CLAIMS ANALYSIS AND RESOLUTION

Provide services on an as needed basis to 1) produce reports or technical memorandums, or 2) lead or provide technical assistance in the following areas:

1. Appraising design errors and omissions.
2. Claim preparation and evaluation.
3. Risk evaluation and quantification.
4. Determining schedule and change order impacts.
5. Damage assessments.
6. Construction productivity loss.

### Accounting Consulting Services:

The Consultant, as deemed necessary by the CEO or their designee, will provide a comprehensive range of advisory and/or project management services to related to of Governmental Accounting Standards Board (GASB) pronouncements. There are several GASB pronouncements projected to be issued over the next several years. Some of these GASB pronouncements will require significant effort to implement. Below is a general guide of the scope of work the Airport anticipates and is not a complete listing of all services that may be required or desired. A complete detailed description of required work will be furnished in each task order issued under the contract.

#### A. Project Management

1. Working with the Airport Financial Accounting management team develop an implementation plan.
2. Identifying available resources needed to complete the implementation.
3. The scope of work may require the consultant facilitate and/or orchestrate the implementation plan.
4. The implementation plan may include the following:
  - a. Developing project management plan
  - b. Aid in determining and communication key stakeholders
  - c. Assist or develop in establishing timelines and schedules
  - d. Possibly lead and facilitate the plan
  - e. If necessary, assist in evaluating and assessing various software solutions
  - f. Assist in documenting policies and procedures

#### B. Communication:

1. Assist with development of presentations for various stakeholders.
2. Possibly participation in discussions with various stakeholders.

#### C. Supplemental Functions

1. Assisting the Airport Financial Accounting team by performing analysis of information.
2. Help develop any necessary reports from various software solutions.
3. Assist in documenting policies and procedures.
4. Assist with drafting any necessary financial statement disclosures requirements.  
Evaluating and assessing various software solutions

## Accounting Staff Augmentation Services:

The Consultant, as deemed necessary by the CEO or their designee, will provide temporary/short-term financial accounting staffing related to operational accounting (i.e. accounts payable, accounts receivable, etc.). Temporary/short-term positions would be available for up to two years of service. The positions do not require a Certified Public Accountant license. Members of the Airport Financial Accounting team will be allowed to interview possible candidates for the temporary/short-term position. Below is a general guide of the scope of work the Airport anticipates and is not a complete listing of all services and qualifications that may be required or desired. A complete detailed description of required work, including length or duration of service for the needed position will be furnished in each task order issued under the contract.

Below is the list of accounting staff services and related scope of work requested:

### A. Accounting Payable:

1. This includes the ability to perform the three-way match (Supplier invoice to receipt to outstanding purchase order).
2. Ability to work with multiple stakeholders (both internal and external).
3. Ability to process transactions within various software solutions.
4. Ability multiple types of supplier invoices (i.e. goods, services, construction, etc.)
5. Supplier invoices need to be processed within City requirements, which may require the ability to process invoices at an expedited pace.
6. Ability to transaction with high-level volume
7. Ability to work within Microsoft Excel.

### B. Accounts Receivable (Billings):

1. Ability to understand and convert contractual terms into recurring or one-off billings.
2. Ability to process transactions within various software solutions.
3. Ability to work with multiple stakeholders (both internal and external).
4. Ability to understand accounting functions of debits and credits as they relate to the billing/revenue functions.
5. Ability to transaction with high-level volume.
6. Ability to process billings at an expedited pace.
7. Ability to work within Microsoft Excel.

### C. Accounts Receivable (Cash Receipt):

1. Ability to work with multiple stakeholders (both internal and external).
2. Ability to process transactions within various software solutions.
3. Ability to work within Microsoft Excel.

4. Ability to process cash receipts at an expedited pace.
5. Ability to reconcile detailed customer aging accounts.

D. Other services as needed.

## ERP & Software Integration Consulting Services:

The Consultant, as directed by the CEO or their designee, will offer a comprehensive range of advisory and/or project management services related to Enterprise Resource Planning (ERP) and software integration. The primary goal is to identify and implement additional software solutions that can be integrated with the existing ERP system (Workday) to enhance operational efficiency and effectiveness.

Below is an outline of the anticipated scope of work, which is not exhaustive. Specific details of required work will be outlined in each task order issued under the contract.

### A. Software Integration and Enhancement:

1. Conduct a thorough analysis to identify gaps in the current ERP system and processes, and potential areas for further utilization of existing applications, or enhancement.
2. Explore and recommend additional software solutions that can integrate seamlessly with the existing ERP system to improve efficiency, data flow, and process automation.
3. Develop a comprehensive integration strategy ensuring data consistency, process efficiency, and minimal disruption to existing operations.
4. Oversee the integration process, including system compatibility testing, troubleshooting, and optimization of workflows.

### B. Strategic Project Management and Reporting:

1. Provide regular, detailed progress reports and updates to DEN Management, highlighting milestones, integration status, and efficiency gains.
2. Effectively manage project timelines, resources, and budgets, ensuring alignment with the airport's strategic objectives.
3. Proactively address challenges, offering innovative solutions and adjustments to maintain project momentum and achieve desired outcomes.

### C. Training and Knowledge Empowerment:

1. Develop tailored training programs and materials focused on the newly integrated software solutions and their interaction with the ERP system.
2. Facilitate hands-on training sessions for DEN Management and staff, emphasizing best practices for leveraging new integrations.
3. Provide comprehensive documentation and resources for ongoing reference, ensuring a smooth transition to the enhanced system.
4. Offer continuous post-integration support, including knowledge transfer sessions, to ensure self-sufficiency and confidence among airport staff in utilizing the upgraded system(s).

## Grant Consulting Services:

The Consultant, as directed by the CEO or their designee, will provide specialized grant writing consulting services beyond normal airport Federal grant opportunities to assist the Airport in all phases of the grant writing process. The Airport, lacking a dedicated grant writing staff, depends on the Consultant's expertise and experience. The successful vendor is expected to deliver the professional services outlined below. Specific details of required work will be outlined in each task order issued under the contract.

- A. Grant Writing:
  - 1. Draft grants for the Airport from various sources, including Federal, State, corporate, national, or local foundation grant opportunities.
  - 2. Assist in developing logic models, evaluation plans, and gathering necessary data to support proposals.
- B. Application Review:
  - 1. Offer review services for grant applications prepared by Airport personnel to enhance the quality of the grant document, providing constructive criticism or suggestions for improvement.
  - 2. Reviews encompass aspects including, but not limited to, grammar and syntax within grant narratives.
- C. Research:
  - 1. Upon request, conduct formal research of prospective grant opportunities for agencies and provide a comprehensive written evaluation, outlining the program details, due dates, available funding, grantor requirements, cash match requirements, competitiveness, grant term, potential legal issues (such as revenue diversion), and the agency's readiness for the program.
- D. Notification:
  - 1. Proactively inform agencies of active grants aligned with their work plans as opportunities emerge, utilizing communication methods like emails or posts to a Microsoft Teams channel.
- E. Reporting:
  - 1. Deliver a quarterly report detailing all invoiced work and an annual summary of significant accomplishments and completed tasks to the Airport's grant manager and other stakeholders.
- F. Staff Updates:
  - 1. Maintain and update a list of all grant writers, both on staff and contract, informing the Airport of any changes promptly.
- G. Quality Control:
  - 1. Implement a quality control and copy editing process for all documents submitted to the city, including drafts, to ensure the highest standard of written communication.
- H. Training:
  - 1. Offer grant writing and preparation training for Airport staff, covering topics such as grant readiness assessment, application writing, and program effectiveness evaluation.
- I. Strategic Planning:
  - 1. Host a two-hour annual strategic planning session for Airport grants staff, providing a written report summarizing the outcomes.
- J. Expert Consultation:

1. Facilitate meetings and planning sessions, and offer expertise in special project areas like donor management, evaluation, and other topics related to sponsorships and donations, ensuring optimal grant application and management processes.



# Exhibit B

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## Denver International Airport

### Professional Services Agreements

#### Core Staff Rates

Contract Name:

Contract Number:



## City and County of Denver

#### Company Proprietary Information

Release to others outside of Denver International Airport AIM Development Department is prohibited without expressed written permission from the company named above.

Revision June 2021



# EXHIBIT B

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Company Name	Talson Solutions, LLC
DEN Contract Number	202473764
DEN Contract Name	N/A
Project Name	N/A
Project Number	
MWBE / SBE Contractual Goal	14%

## Prime Consultant and Sub-Consultants Listings

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	Company Name	Prime / Sub-Constructor	MWBE / SBE Goal %
1	Talson Solutions, LLC	Prime	100%
2	Enter Company Name	Sub-Constructor	
3	Enter Company Name		
4	Enter Company Name		
5	Enter Company Name		
6	Enter Company Name		
7	Enter Company Name		
8	Enter Company Name		
9	Enter Company Name		
10	Enter Company Name		
11	Enter Company Name		
12	Enter Company Name		
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20	Enter Company Name		
21	Enter Company Name		



# EXHIBIT B

Company Name	Talson Solutions, LLC
DEN Contract Number	202473764
DEN Contract Name	N/A
Project Name	N/A
Project Number	0
MWBE / SBE Contractual Goal	14%

## Core Staff Rates

	Company Name	Prime / Sub-Constructor	Name	Position	Experience Level	Fully Burdened Rate
1	Talson Solutions, LLC	Prime	Robert S. Bright	Project Manager Functional IV	Level 5, Managerial	\$340
2	Talson Solutions, LLC	Prime	Ken Brzozowski	Project Manager Functional IV	Level 5, Managerial	\$280
3	Talson Solutions, LLC	Prime	Jennifer Venth	Project Manager	Level 4, Supervisory	\$240
4	Talson Solutions, LLC	Prime	Yvette Suarez	Project Manager	Level 4, Supervisory	\$240
5	Talson Solutions, LLC	Prime	Robert Farrow	Project Manager	Level 4, Supervisory	\$240
6	Talson Solutions, LLC	Prime	Kelli Arnold	Project Controls Manager II	Level 4, Supervisory	\$240
7	Talson Solutions, LLC	Prime	Peris Lehman	Project Manager	Level 4, Supervisory	\$240
8	Talson Solutions, LLC	Prime	Quentin Nietz	Internal Auditor	Level 3, Full Experience	\$192
9	Talson Solutions, LLC	Prime	Sam Panella	Internal Auditor	Level 2, Developmental	\$172
10	Talson Solutions, LLC	Prime	Jeffrey Pakrul	Project Manager	Level 4, Supervisory	\$325
11	Talson Solutions, LLC	Prime	Valetine Soribe	Project Manager	Level 5, Managerial	\$325






# EXHIBIT B

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Level Name	Level Description
Level 1, Entry	Assignments are concentrated in one functional area within individual's discipline or field. Works with close direction as to approach and desires end results. Becomes familiar with techniques, approaches, and procedures and the nature of engineering systems, equipment, etc., applicable to assignments. Requires engineering degree and 0 to 1 year's experience or the equivalent experience.
Level 2, Developmental	Individual is capable of independently performing most conventional technical functions within discipline. Work is reviewed for application of sound professional judgment. May provide technical direction to a few support personnel. Requires engineering degree plus 2 to 3 years' engineering or equivalent experience.
Level 3, Full Experience	Fully experienced and competent individual capable of performing all functions within a discipline and capable of solving difficult problems requiring substantial evaluation, analysis, and modification or adoption of standard techniques or methods. May provide technical direction to a small group of professionals and/or support personnel. Requires engineering degree plus 4 to 6 years' engineering experience or the equivalent.
Level 4, Supervisory	Supervisory level responsible for the technical activities related to numerous projects. Staffs, establishes objectives, and reviews performance of activities on projects directed. Requires engineering degree plus 7 to 9 years' experience or the equivalent.
Level 5, Managerial	Individual has full managerial responsibility for a given scope of work and the direction, control, and utilization of a staff of professionals and support personnel (at least ten or more in number). Is responsible for the scheduling, budgeting, and quality of projects within assigned discipline and scope of work. Requires engineering degree plus 10 or more years' related experience or the equivalent.

**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: contractadmininvoices@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 per location aggregate must be maintained.

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

2. Business Automobile Liability

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. Professional Liability (Errors and Omissions) Insurance  
Contractor shall maintain a minimum limit of \$1,000,000 each claim and annual policy aggregate, providing coverage for all applicable professional services outlined in this Agreement.
6. Cyber Insurance  
Contractor shall maintain a minimum limit of \$1,000,000 per occurrence and \$1,000,000 annual policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, and network security.
7. Technology Errors and Omissions  
Contractor shall maintain a minimum limit of \$1,000,000 per occurrence and \$1,000,000 annual policy aggregate including cyber liability, network security, privacy liability and product failure coverage.
- a. Coverage shall include, but not be limited to, liability arising from theft, dissemination and/or use of personal, private, confidential, information subject to a non-disclosure agreement, including information stored or transmitted, privacy or cyber laws, damage to or destruction of information, intentional and/or unintentional release of private information, alteration of information, extortion and network security, introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon, advertising injury, personal injury (including invasion of privacy) and intellectual property offenses related to internet.
8. 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.

9. 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.

**K. Applicability of ROCIP Requirements**

The City and County of Denver and Denver International Airport (hereinafter referred to collectively as “DEN”) has arranged for certain construction activities at DEN to be insured under an Owner Controlled Insurance Program (OCIP) or a Rolling Owner Controlled Insurance Program (ROCIP) (hereinafter collectively referred to as “ROCIP”). A ROCIP is a single insurance program that insures DEN, the Contractor and subcontractors of

any tier, and other designated parties (Enrolled Parties), for work performed at the Project Site. **Contractor is NOT eligible for or provided insurance coverage under a ROCIP program. Contractor must provide its own insurance as specified in this Agreement. If Contractor is assigned work to be conducted within a ROCIP Project Site it must comply with the provisions of the DEN ROCIP Safety Manual, which is part of the Contract Documents and which is linked below to the most recent manual.**

[DEN ROCIP Safety Manual](#)

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

[DEN ROCIP Insurance Manual](#)

[DEN ROCIP Claims Guide](#)

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



## **MWBE EQUITY, DIVERSITY, AND INCLUSION PLAN (MWBE EDI PLAN)**

- RFP NUMBER 202473764**
- ON-CALL MANAGEMENT CONSULTING SERVICES –  
CONSTRUCTION AUDIT CONSULTING SERVICES**
- DSBO PARTICIPATION GOAL: 14% MINORITY AND  
WOMEN-OWNED BUSINESS ENTERPRISE (MWBE)**
- TALSON SOLUTIONS, LLC' PARTICIPATION  
COMMITMENT: 14%**

Submitted • September 5, 2024

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# MWBE EQUITY, DIVERSITY, AND INCLUSION PLAN (MWBE) EDI PLAN

ON-CALL MANAGEMENT CONSULTING SERVICES –  
CONSTRUCTION AUDITING SERVICES  
RFP NUMBER 202473764

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## A. MWBE Coordinator

Talson Solutions, LLC, certified MBE, will serve as the prime contractor. Robert S. Bright, Founder and President, and the named Project Executive, will serve as the MWBE Coordinator to interface with and satisfy the requirements of the Division of Small Business Opportunity (DSBO). Mr. Bright will be responsible for all discussions on performance, firm matters, dispute resolution, etc. Jeffrey W. Simpson, Vice President of Operations, will coordinate all B2G, reporting, and prompt pay concerns with any subconsultants. Kenneth J. Brzozowski, Director of Audit & Advisory services, will provide work scope directives to our MWBE subconsultants and support the DSBO as needed.

Point of Contact Information: Robert S. Bright, President | Phone: 215-592-9634 ext. 101 | email: rbright@talsonsolutions.com. Jeffrey W. Simpson, Vice President of Operations | Phone: 215-592-9634 ext. 102 | email: jsimpson@talsonsolutions.com. Kenneth J. Brzozowski, Director, Audit & Advisory Services | Phone: 215-592-9634 ext. 103 | email: kbrzozowski@talsonsolutions.com.

Talson currently serves as an Integrity Monitor and Compliance Monitor for various public agencies and private clients to review and report on contractor's performance regarding MWBE compliance through the review of B2GNow (Small Business Certification and Contract Management System) and assessing MWBE operations including analysis of Commercial Useful Functions by the MWBEs. Wilhelmenia E. Anderson, serves as Talson's Manager for the review and verification for MWBE contract commitments and workforce participation, MWBE monthly reporting and overall compliance monitoring.

## B. MWBE Utilization Strategies

Talson consistently engages the assistance of qualified MWBE and small business firms on a variety of engagements across the industries we serve in both local and national markets. Talson's MWBE utilization typically exceeds any client's established goal. Talson regularly evaluates opportunities that complement our construction advisory services to provide specialized services such as scheduling and cost estimating services in order to increase value to the engagement. We maintain our commitment to employing well-diversified firms to facilitate engagements. Talson diligently pursues opportunities that not only champion the utilization of diverse firms but enables us to extend subconsultant opportunities to firms capable of providing effective assistance and excellent service.

## C. Technical Assistance & Support Services

Talson is the prime contractor for several engagements using MWBE subconsultants for services up to 45% of the overall engagement fee. Talson ensures that all payments for services are paid per our subconsultant provisions, despite any disbursement delays from the client. Talson also provides standard subconsultant contract forms for the MWBE to use in other engagements. Additionally, we provide access and allow the use of Talson's timekeeping system for the MWBE to improve accountability for staff productivity and tasks management.

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

Talson evaluates the volume and scope of work requested by the client ensuring policies and procedures are adhered to. Talson is fully committed to the rules of prompt pay, as such, if any disputes pertaining to prompt pay, termination/reduction/substitution, or any additional matters within DSBO's oversight as per the Denver Revised Municipal Code (DRMC), that cannot be resolved through the initial means proposed, Talson will advise DSBO, and make certain that all requirements of the DRMC will be met regardless of the subcontractor tier. Since 2017, Talson continues ongoing professional services to Los Angeles Metropolitan Transportation Authority as a client, and has experience with prompt payment procedures accordingly.

Talson's Vice President of Operations, Jeffrey W. Simpson, will ensure all B2G, reporting, and prompt pay efforts will be adhered to in a timely manner, including any discrepancies or issues that may arise.

Traditionally, Talson has engaged with known MWBE relationships that have been established over the past twenty-three (23) years in business and through networking and industry events such as the Council of Minority Transportation Officials, minority Chambers of Commerce, and Airport Minority Advisory Council, to name a few. Talson is transparent with the MWBE firms and looks to maintain or exceed the agreed 14% participation commitment. Talson attempts to have ongoing discussion with a variety of MWBE firms to understand the diverse services offered and workforce availability. Talson will reach out to Suzanne Arkle, President and CEO of ZANN Inc, to help identify potential certified MWBE subconsultants for Talson. ZANN Inc, certified WBE, is a management consulting firm located in Denver, CO, that advises on DE&I strategies for small business growth.

Talson corresponds with each subconsultant to discuss the project and related scope task responsibilities for each firm. Once the decision process has taken place, if both teams agree to move forward, a teaming agreement is distributed and executed. For each unsuccessful subconsultant not selected for an engagement, Talson will immediately offer a debriefing to review the reasons for non-selection (e.g. professional qualifications, pricing, certifications, experience, availability, timing, etc.). During the debriefing, Talson will offer recommendations to improve a firm's technical capabilities, suggest training programs, encourage attendance to industry conferences and discuss competitive pricing, if needed.

Talson's dispute resolution procedure involves an attempt to amicably resolve the discrepancy. If requested, Talson will maintain transparent communication with the DSBO to ensure the most expeditious resolution and mitigation of risk to Denver International Airport. However, if such dispute is not resolved, as per the teaming agreement set forth, in accordance with the laws of the Commonwealth of Pennsylvania, such agreement shall govern the dispute resolution.

If/when a dispute or discrepancy occurs with the MWBE contractors, Talson's typical teaming agreement encompass the below articles:

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1. This Agreement constitutes the entire understanding of the parties hereto, and may not be changed, modified or terminated orally, but only in writing signed by both parties hereto.
2. The waiver of a breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition Hereunder.
3. This Agreement shall be governed by, and construed in accordance with the laws of the Commonwealth of Pennsylvania and shall be binding upon the respective heirs, administrators, legal representatives, successors and assigns of the parties hereto.

Unless advised by outside counsel, Mr. Bright, President and Founder, will be the primary communicator with DSBO and subconsultant regarding any dispute and related resolution. Jeffrey W. Simpson, Vice President of Operations will serve to assist in any dispute matters. The Talson team is available to DSBO's request to resolve all disputes.

#### **E. Communication and Proposer Management**

Upon notification of award or requested scope of work, Talson will inform its subconsultants, as applicable, of engagement requirements, regularly scheduled client meetings and reporting, specialized safety training requirements, document control and single point of communication requirements including all protocols for email, interfacing with clients and internal quality management. Talson's typical engagement will include kick-off setting the communication protocols with the client and subconsultants. Talson anticipates holding administrative and technical training sessions as needed to efficiently execute the engagement. Talson will inform the DSBO of all training sessions with the subconsultant. If needed, Talson will introduce the services of Suzanne Arkle, President & CEO of ZANN Inc., a certified WBE firm to help the business growth of Talson's MWBE subconsultants.

Kenneth J. Brzozowski, Director of Audit & Advisory services, will provide work scope directives to our MWBE subconsultants and support the DSBO as needed.

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

As the prime contractor, Talson is currently meeting the EDI requirement for the Port Authority of New York & New Jersey where Talson is utilizing three (3) subconsultants at 30% of the total engagement fee to exceed the MWBE and Disabled Veteran requirements. Additionally, since July of 2023, Talson has engaged an MWBE subconsultant, Maven Inc., to perform outreach activities for professional services and construction contracts for the Bellwether Project, Philadelphia, PA, being undertaken by the HRP Group. Maven Inc.'s contract value is approximately 45% of the overall engagement fee. Maven regularly supports the Talson engagement through a mentor-protégé arrangement due to Talson's long standing reputation in the Philadelphia business community as a successful MBE for over twenty-three (23) years.

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Although, Talson is serving as an 100% MBE prime contractor, Talson was recently required by the Port of Seattle to secure two (2) MWBE subconsultants in order to fulfill a 10% MWBE participation goal.

### ***Corporate Social Responsibility Commitments***

Talson is dedicated to positively contributing to the communities in which it operates in and regularly engages in philanthropy, charitable programs and encourages its employees to volunteer with neighborhood activities, such as the Share Food Program and Broad Street Ministry. Talson also makes it a priority to support internship programs and scholarships, partnering with a wide range of academic institutions, including Temple University, Drexel University, Pennsylvania State University, and Girard College, as well as the Brighter Horizon Foundation, which provides support to first generation students in pursuit of a four-year college degree. Also, Talson's leadership has worked extensively with non-profit organizations such as Rebuilding Together Philadelphia and Habitat for Humanity that serve to rebuild and make essential repairs to homes of the less fortunate in Philadelphia.

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

The composition of Talson employees truly represent the best of any EDI initiative. Talson is committed to developing and executing a program that will ensure participation goals are not only met, but where possible, exceed the commitment to diversity for the Project. Sixty percent (60%) of Talson's employees are minorities, and forty percent (40%) of all employees are female. Talson's leadership team is comprised of fifty percent (50%) minorities and fifteen percent (15%) female.

The Talson Tapestry represents the culture that is born from: (1): our diverse collection of experts; detail-oriented auditors, knowledgeable compliance consultants, and masterful project managers; (2) our commitment to the communities we serve and work (i.e. more than Philadelphia, PA) and (3) our mutual respect for each colleague and client with whom we interface. We bring different backgrounds – from accounting to engineering – and varied perspectives – from big firms to founders – to the shared commitment that Talson is more than the sum of its parts. The Talson Tapestry is comprised of the incorporation of differences and shared values in an environment of support and respect for colleagues, clients and our communities.

### **H. Future Initiatives**

As an MBE, Talson exists in the EDI environment day-to-day as it promotes engagement excellence and professional responsibilities to all employees. Since its founding in 2001, Talson maintains our commitment to employing talented minority and women personnel to achieve the many benefits of a diversified firm internally and externally. Talson employees will be exposed and participate in diverse industry conferences and training programs that are part of one's yearly goals and activities to support engagements. Talson diligently pursues opportunities that not only champion the utilization of diverse

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firms but enable us to extend subconsultant opportunities to firms capable of providing effective assistance and excellent service.

Talson will continue to extend internship and training opportunities throughout the fiscal year to high school, college and university students as summer interns or co-op programs in the Philadelphia region regardless of race, gender, and sexual orientation. Talson will look to extend such opportunities in our Denver and other regional offices.

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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, **Talson Solutions, LLC** shall comply with the requirements of this Approved Plan. Updates to this plan will be performed annually by **Talson Solutions, LLC**, and approved by DSBO, beginning in September of 2025 or at the request of DSBO.

Robert S. Bright /s/

Robert S. Bright, President

Date: September 5, 2024

Marina Logachev

Marina Logachev, Compliance Manager,  
Division of Small Business Opportunity  
(delegated authority by DSBO Director)

Date: September 9, 2024