Workforce Development for Good Green Jobs

REQUEST FOR PROPOSAL: CASR-89511
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GENERAL INFORMATION & PROPOSAL INSTRUCTIONS

PROPOSAL TIMELINE

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>August 19</td>
<td>Issuance of RFP through the BidNet®</td>
<td></td>
</tr>
<tr>
<td>August 26</td>
<td>Pre-Bid Meeting – 9a MDT</td>
<td><a href="https://denvergov-org.zoom.us/j/89115873094">https://denvergov-org.zoom.us/j/89115873094</a></td>
</tr>
<tr>
<td>Sept 13</td>
<td>Deadline to submit questions via BidNet®</td>
<td></td>
</tr>
<tr>
<td>Sept 16</td>
<td>Submissions due by 12:00 PM MDT</td>
<td></td>
</tr>
<tr>
<td>Sept 23</td>
<td>Notification of finalists</td>
<td></td>
</tr>
<tr>
<td>Sept 29</td>
<td>Interview calls and presentations (if needed)</td>
<td></td>
</tr>
<tr>
<td>Oct 4</td>
<td>Final Selection</td>
<td></td>
</tr>
<tr>
<td>Oct 5</td>
<td>Initiate Contracting Process</td>
<td></td>
</tr>
<tr>
<td>Fall 2024</td>
<td>Project Completion: 3 year term with options to extend</td>
<td></td>
</tr>
</tbody>
</table>

ROCKY MOUNTAIN E-PURCHASING (BidNet®):

The City is collaborating with Rocky Mountain E-Purchasing System (BidNet®) in advertisement and facilitation of RFP’s administered by CASR. **It is a requirement of this Request for Proposal (RFP) that interested parties familiarize themselves and register with BidNet® in order to submit questions and/or submit proposals.** Proposers who do not submit proposals through BidNet® by the deadline will not be considered.

Registration on BidNet® is available at NO CHARGE and allows proposer/contractors access to view governmental bids posted on BidNet®; they offer an additional notification service option with an associated fee. It is the responsibility of the proposer/contractor to evaluate and select the service option of their choice.

If at any time CASR has more than one RFP publicly posted on BidNet®, firms may apply for more than one RFP at a time. If a firm intends to apply for more than one RFP, a separate proposal must be submitted for each RFP.

The City is not responsible for the actions or lack thereof on the part of the proposer in regard to their interaction with BidNet®, or any other third-party bid notification services in relation to this RFP.

To register and for more information visit: [www.rockymountainbidsystem.com](http://www.rockymountainbidsystem.com) or call 1-800-835-4603. **We reserve the right to issue an addendum or addendums to clarify or provide additional information, to extend any deadline(s), or to edit any information in this document.**

INSTRUCTIONS FOR SUBMITTAL

Completed proposal and required forms/documentation must be submitted via BidNet® by the specified deadline in the Proposal Timeline below. Required Diversity and Inclusiveness submission must also be completed by the specified proposal deadline, no exceptions.

CHECKLIST - FORMS/DOCUMENTATION THAT MUST BE SUBMITTED WITH PROPOSAL

<table>
<thead>
<tr>
<th>Form/Documentation</th>
<th>Action Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. W-9</td>
<td>Include with Proposal Submission (be sure the W9 is signed)</td>
</tr>
</tbody>
</table>
2. Diversity & Inclusiveness Form, XO101
Submit electronically by the submission deadline: 9/16/21 by 12p MDT.

3. Required Submission Components
See Appendix B: Checklist of Required Components

POINT OF CONTACT & RFP FACILITATOR
Office of Climate Action, Sustainability and Resiliency
Name: Julie Saporito
Email: Julie.Saporito@denvergov.org

RFP QUESTIONS
The City shall not be bound by and the proposer shall not request or rely on any oral interpretation or clarification of this RFP. Therefore, any questions regarding this RFP are encouraged and should be submitted through the BidNet® platform. No communication is to be directed to any other City personnel. Questions received up to deadline to submit questions listed in the Proposal Timeline will be answered and posted as an addendum to the RFP in BidNet®.

REQUEST
PURPOSE
This request for proposal (“RFP”) is being solicited by the Denver Office of Climate Action, Sustainability and Resiliency (CASR) and in partnership with the Denver Office of Economic Development & Opportunity (DEDO). CASR is issuing this RFP seeking qualified organizations to advance the development of the City’s Green Workforce Strategy in accordance with Climate Protection Fund (CPF) requirements. The purpose of this RFP is to create equitable training pathways to quality clean energy and construction jobs that will support Denver’s growing green economy. Through this work the City and County of Denver aims to provide workforce development opportunities to better promote diversity, equity, and inclusion in the local green economy.

The office’s mission is to act with urgency to proactively mitigate climate change by advancing science-based strategies to reduce greenhouse gas emissions on a scale and timeline that align with the recommendations from the Intergovernmental Panel on Climate Change, cultivate resiliency in the face of potential climate change-related emergencies, secure an economically, socially, and environmentally sustainable city for generations to come; and ensure that the setting of goals and metrics and monitoring of results considers equity.

BACKGROUND
In 2020-2021, two major initiatives shaped Denver’s Equitable Green Workforce Strategy and Goals:

- Climate Protection Fund creation
- Denver’s Equitable Green Workforce Strategic Planning Process

These initiatives helped Denver determine the gaps and interventions needed to develop an equitable green workforce development strategy.
Climate Protection Fund

On November 3, 2020, the people of the City and County of Denver voted in favor of Ballot Initiative 2A, raising the local sales and use tax by 0.25% to create the Climate Protection Fund (CPF). The CPF, which is expected to raise up to $40M per year, is dedicated to eliminating greenhouse gas emissions and air pollution, supporting climate adaptation, and creating new jobs to improve the lives of Denverites, with efforts focused on the communities most harmed by climate change.

As part of this work, the City strives also to support COVID economic recovery through the creation of green jobs via local workforce training programs. This dedicated funding should maximize investments in communities of color, under-resourced communities, and communities most vulnerable to climate change. The CPF must endeavor to invest 50% of its funds directly in communities with a strong lens towards equity and race and social justice.

The Climate Protection Fund was created by the people of Denver and lists six categories of allowable uses:

- Job creation through local workforce training and new careers for under-resourced individuals in clean energy technology and management of natural resources;
- Increased investments in solar power, battery storage and other renewable energy technology;
- Neighborhood-based environmental and climate justice programs;
- Adaptation and resiliency programs that help vulnerable communities prepare for a changing climate;
- Programs and services that provide affordable, clean, safe and reliable transportation choices, like walking, biking, transit, electric vehicles, and neighborhood-scale transit; and
- Upgrade the energy efficiency of homes, offices and industry to reduce their carbon footprint, utility bills, and indoor air pollution.

Denver’s Green Workforce Vision

Over 2020-2021, Denver’s Office of Climate Action, Sustainability and Resiliency (CASR) and Office of Economic Development & Opportunity (DEDO) underwent a strategic planning process to develop a vision and plan for Denver that would address economic inclusion, workforce development, climate action, and sustainability.

Denver’s vision is to create career pathways and expand opportunities for individuals from under-resourced communities and enable a just transition to support a climate-resilient and sustainable Denver.

Denver will do this through:

1. Quality: Design policies, incentives, and programs to drive demand for quality jobs
2. Access: Reduce barriers and increase access to programs and careers for residents from under-resourced communities, people of color, and workers in industries in transition
3. Quantity and Alignment: Jobs created align with Denver’s sustainability priorities

The Green Workforce Vision will advance the City’s equity initiatives to serve under-resourced communities and those historically under-represented in the clean energy and construction trades, including women, communities of color, Indigenous people, low-income households, babies, children, pregnant women, older adults, people with disabilities, and people with chronic health conditions by creating career pathways; creating and expanding job training opportunities; reducing barriers; and increasing access to programs. This program also seeks to serve individuals who have been adversely and disproportionately affected by COVID-19.
GOAL
The goal of the RFP is to expand equitable access to good jobs in the green economy through workforce development and employment opportunities for Denver residents.

PRIORITY POPULATIONS
The intent of this RFP is to fund proposals by organizations to create job training opportunities for individuals who have been adversely and disproportionately affected by COVID-19 and/or historically under-represented in the clean energy and construction trades, which include, but are not limited to:

- Low-income
- Workers in industries in transition
- Opportunity youth (youth who are no longer in school ages 16-24)
- Unemployment related to COVID
- Disability
- Residing in one of Denver’s NEST neighborhoods (East Colfax, Elyria-Swansea, Globeville, Montbello, Northeast Park Hill, Sun Valley, Valverde, Villa Park, West Colfax, Westwood)
- Receiving public assistance
- Veterans
- Experiencing homelessness
- Basic skills deficient
- Justice involved
- Other significant barriers to employment

*Organizations can work with one or more of these priority populations.

SCOPE OF WORK
The purpose of this RFP is to support the ability of organizations to adapt and respond to Denver’s green workforce development needs as well as support access to the training and employment opportunities needed to succeed in Denver’s Green economy for priority populations. Preference will be given to organizations that demonstrate in their application how they will connect people to the next phase on their employment journey with the goal of full-time, quality employment. We are looking for proposals that advance programs and services that provide the tasks listed below. Organizations may submit proposals for one, some or all the proposed tasks below. Teaming of organizations is also encouraged. If an organization wishes to propose an innovative idea that does not fit within the tasks listed below, but would support the goal of the RFP, it may also include those ideas in its proposal.

NOTE: Applicants may submit a proposal in any number of tasks that fit their organization’s expertise. Ideally, proposals will address multiple tasks to provide more holistic services to program participants, resulting in a greater likelihood of employment for the individuals. Not all metrics below will be relevant for all proposers.
Task 1: Outreach and Recruitment - Activities that provide outreach and recruitment to the priority populations to access Denver’s green economy training and employment opportunities and connect them to the next stage of their employment journey, such as job training programs, apprenticeships, continuing education, and part-time and full-time employment.

Metrics:
- # of people reached through communications and % who enroll
- # of outreach + recruitment events
  - % events held in NEST neighborhoods
- # of partnerships with targeted school and training organizations
- # of people from target population recruited into clean energy training programs
- Demographic and participant information for those enrolled including:
  - Formerly homeless
  - Formerly incarcerated
  - TANF participants
  - Veterans
  - Graduates from pre-apprentice programs
  - WORKNOW participants
  - Potential barriers to employment for the individual

Task 2: Wrap-Around Services - Activities that provide wrap-around supports that remove barriers to making progress on employment and career goals. This could include transportation costs, childcare, expungement, tools or materials, or other supports that will aid an individual to achieve full-time employment. May include construction readiness support to ensure they are ready to work in the field, including but not limited to boots, tools, union dues, and childcare.

Metrics:
- # of people who received wrap-around services by category of services received (childcare, record expungement, transportation, etc.)
- # of people who received construction readiness support and the category of support they received (boots, tools, childcare, transportation, union dues)
- Case management sessions provided
- # of referral to other service providers and provider name

Task 3: Education and Career Exposure to Clean Energy Construction Careers - Activities that provide career exposure and education about the benefits and opportunities in clean energy and construction careers; especially at the high school level.

Metrics:
- # of educational / career exposure sessions including clean energy job fairs
  - # of individuals in attendance by session
- # of internships created (and internship-hours)
- Enrollments in clean energy/pre-apprenticeship programs

Request for Proposal No: CASR-89511
Task 4: Green Building & Clean Energy Training Modules- (building electrification, energy efficiency, renewables and storage, green building, energy management, and electric vehicle infrastructure)- Training, curriculum and certifications that can be either stand alone or be added to an existing program that focuses on green building and clean energy, and leads to a certification or a clear next step on a person’s employment journey.

Metrics:
- Module added (Y/N) and what was it
- # of certifications ultimately achieved (BPI, EVITP, etc.) and % of participants certified
- # of people placed into a green building/clean energy job post training
- Initial wage in new jobs
- # of people who successfully completed training module
  - Assessment of competency

Task 5: Work-based Learning- Work-based learning activities are designed to provide jobseekers with hands-on, real world experience. Proposals should describe your organization’s plan to incorporate work-based learning in your service delivery model by addressing each work-based learning element: on-the-job training, work experiences, pre-apprenticeships, and registered apprenticeships. Include details on timeframes and how you will blend and braid funding to expand services for jobseekers participating in work-based learning opportunities.

Metrics:
- # enrolled in work-based training programs
- % that successfully completed
- Work-based learning hours (total)
- Specific wages cited (average and/or # at each $ level)

Task 6: Stipends for Clean Energy and Construction Training- Organizations to provide training stipends for priority populations, at a minimum of $15 per hour, so individuals can make the investment in getting the training they need for their career.

Metrics:
- # of stipends >$15/hr (self-reported, not payroll information)
- Training attended
- Specific wages cited (average and/or # at each $ level)

Task 7: Upskilling/Certificate Training for Transitioning/Incumbent Workers- Organizations that provide upskilling/certificate training designed to reskill individuals into career pathways in high growth green industries and in-demand occupations. Training modules can also include elements related to access and successful retention of trainings, including diversity, equity and inclusion training. Organizations can provide training scholarships and stipends for this work.

Metrics:
- # of people who received scholarships for upskilling
City & County of Denver  
Office of Climate Action, Sustainability & Resiliency  
www.Denvergov.org/Sustainability

- # of people who received a certification
- # of people who completed an upskilling training program
- # of people who were employed in the green building and/or clean energy industry
- Initial wages in new job
- Training attended

**Correction**

**Task 8: Pre-Apprenticeship Training for Target Population**- Organizations that provide apprenticeship readiness (Pre-apprenticeship) training for priority populations and connects them to the next stage of their employment journey, ideally to an Apprenticeship.

**Metrics:**
- # of people enrolled in pre-apprenticeship training
- # of people graduated from pre-apprenticeship training
- Specific wages cited (average and/or # at each $ level)
- # of people placed into an apprenticeship
- # of people placed into a job
- Initial wages in new job

**Correction**

**Task 9: Placement & Retention Services**- Organizations that provide placement services into the clean energy and/or construction sectors and then work with a person to retain their employment through on-going case management and/or other supports.

**Metrics:**
- # of people placed in job after program
- Average initial wages in new job
- Retention of program alumni at 3-month intervals post program for one year and wages over time

**WORKPLAN: OUTCOMES, ACTIVITIES & TIMELINE**

CASR anticipates awarding multiple contracts for an initial period of three years. Awards may vary in size from $50,000 to $450,000 per contract. The size of the award will be based on the strength of the proposal and the organization’s capacity to implement. For each task you are requesting funding for, fill out the table below. One requirement of this program will be for the contracted organization to compile a final report documenting the actual outcomes compared to proposed outcomes at the end of the contracting period. Activities and reporting should align with the relevant metrics included in the Scope of Work above.

<table>
<thead>
<tr>
<th>Task:</th>
<th>Outcomes:</th>
<th>Activities</th>
<th>Timeline</th>
</tr>
</thead>
</table>
| EXAMPLE: Task 1: Outreach & Recruitment | Recruit 50 priority populations participants into pre-apprenticeship programs | • Hold quarterly recruitment sessions  
• Create an outreach flyer | • Jan, April, July, October: 2022  
• Jan 2022 |
BUDGET

The budget for the proposed Scope of Work should not exceed $450,000 over a three-year period. Please provide the following budget with your proposal submission:

**Table 1: Rate Table**

<table>
<thead>
<tr>
<th>Labor Category</th>
<th>Hours Dedicated</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Example: Principal-in-Charge</td>
<td></td>
<td>/hr.</td>
</tr>
<tr>
<td>Example: Project Leader/Manager</td>
<td></td>
<td>/hr.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Task #: Activities</th>
<th>Number of Hours</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1: Create outreach flyer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task 2: Wrap-around service X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task 3: Host career fair</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:** The City is not liable for any costs or expenses arising out of preparation of this proposal and if selected, may not include any of these costs or expenses as part of its fee, rates, or charges for performing work under the Contract.

**PERFORMANCE PERIOD**

Contractor must have the ability to begin work once the contract is fully executed and the City has given notice to proceed (estimated to be November 2021). Completion date for the defined SOW shall be no more than 36 months from the date of contract execution. The average time to produce a fully executed contract under $500k is 4-6 weeks. Contracts over $500k require City Council approval and can add an additional 7 weeks to the process before work can begin.

**QUALIFICATIONS**

Eligible respondents include for profit, governmental, 501(c)(3) not-for-profit organizations or agencies engaged in a public service.
Priority will be given to organizations with a proven track record of providing services to target populations of the city while maintaining high standards of program management and accountability.

Each applicant may apply as the lead applicant for only one proposal, but the applicant may serve as a partner on additional proposal(s).

Applicants must demonstrate an understanding of the impact of institutional and structural racism and bias on under resourced communities.

Proposals must demonstrate how the program team will connect people to the next phase on their employment journey, including training, apprenticeship, or full-time employment.

Applicants must demonstrate a proven track record in each of the tasks in their proposal.

Applicants are strongly encouraged to be led by, or team with, minority- and women-owned businesses or organizations, small businesses and/or, where applicable, include people of color and Indigenous people, low-income people, or residents of Denver’s NEST neighborhoods, as contracted team members.

**APPLICANT REQUIREMENTS**

- Pay all program participants at least prevailing wage
- Provide stipend and/or wages of at least $15 per hour to participants in training or performing on-the-job training

**REQUIRED SUBMISSION COMPONENTS**

Please include the following in your proposal:

1. **Cover letter**: Brief, 1-page description of the lead applicant and team member organizations, if applicable.

2. **Overview**: Provide examples of how the team has delivered elements of this scope of work in the past and experience working with the priority populations as well as how they plan to meet contractor qualifications and requirements. Please limit this section to 2 pages.

3. **Proposal Plan**: Up to 2 pages for each task in your proposal. Provide a detailed description of your team’s approach to the scope of work of each task and associated deliverables.

4. **Work Plan**: Fill out the Work Plan table that includes Task, Outcomes, Activities and Timeline

5. **Project Team**: Describe your teaming approach*, provide resumes of the project lead, and anyone else on the project team. Include a brief description of the relevant experience of the key personnel and each individual’s role on the project. This may be up to 2 pages and resumes can be attached.

6. **Budget**: Fill out the budget tables which includes a Rate Allocation table of personnel and Task Summary Table (See table below for format).

*CASR encourages applicants to utilize small, minority, and woman-owned businesses on their project team and, where independent contractors are needed, consider utilizing individuals who identify as people of color, Indigenous people, LGBTQ+, people with disabilities, and people whose household income in below the area median.

**EVALUATION OF PROPOSALS – CRITERIA AND WEIGHTS FOR SELECTION**

The criteria to be used for the proposal evaluation include but are not limited to:
## Requirement | Page Limit/Format | Possible Points
--- | --- | ---
**Cover letter:**  
- Past Relevant Experience  
- Experience working with Priority Populations  
- How they meet applicant qualifications  
- How they will meet applicant requirements (Please limit this section to 2 pages.)  

| 1 page | 15 |
--- | --- | ---

**Proposal Plan:**  
- Overview of the approach you will employ to successfully deliver the scope of work (1 page)  
- Tasks you are proposing to do and associated deliverables. (Please limit this section to 2 pages per task.)  
- What makes your team uniquely qualified to complete that task?  
- How does the task fit into your organization’s work?  

| 2 page for overview of approach & limit of up to 2 pages per Task | 40 |
--- | --- | ---

**Work Plan:** Fill out the Work Plan that includes Task, Outcomes, Activities and Timeline  
- Do the Outcomes correspond to Task and Activities?  
- Are Outcomes both achievable and ambitious?  
- Do the Activities correspond to the proposed budget?  
- Is the timeframe realistic?  

| Work Plan table | 20 |
--- | --- | ---

**Project Team:**  
- Who are the team members and what is their relevant experience in related work?  
- Does your team demonstrate knowledge and experience of working with priority populations? (up to 2-page resumes can be attached per team member).  
- Does your team have experience working in the clean energy and construction sectors?  
- Are MWBEs and/or other priority organizations part of your team?  

| Up to 2-page resumes | 15 |
--- | --- | ---

**Budget:**  
- Are the tables completed comprehensively?  
- Is the budget an efficient use of resources?  

| Rate table, Task Summary table | 10 |
--- | --- | ---
The City may request presentations as part of the evaluation process. These presentations would take place after an initial review of submitted proposals has been conducted.

**AWARD(S) NOTIFICATION**

The selected proposer shall be communicated to by e-mail and should be prepared to collaborate with the City to establish a formal written agreement. The agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver. The average time to produce a fully executed contract under $500k is typically 4-6 weeks. Contracts over $500k require City Council approval and will add an additional 7 weeks to the process. Upon completion of the contract, the non-selected proposers will be notified. A Sample Contract has been included with this RFP under Appendix A. Please review the Sample Contract with the City’s standard language and insurance requirements before submitting your proposal.

**MINIMUM WAGE ORDINANCE**

The services being requested in this solicitation may involve services that are covered pursuant to Division 3.75 of Article IV of Chapter 20 of the Denver Revised Municipal Code (“D.R.M.C.”), which is designed to address the issue of wage equity and cost of living affordability in the City & County of Denver. Vendor agrees that any contract with the City shall include a requirement that Vendor will comply with the provisions of D.R.M.C. §§20-82 through 20-84, including, but not limited to, paying all covered workers no less than the City Minimum Wage for all covered services rendered in connection with the Contract. Additionally, Vendor agrees that the contract shall require compliance with all current and future federal and state laws and City ordinances.

**DISCLOSURE OF CONTENTS OF PROPOSALS:**

**COLORADO OPEN RECORDS ACT (CORA)**

Documents submitted in response to this RFP are subject to the Colorado Open Records Act, C.R.S. §§ 24-72-200.1, et seq. (“CORA”). If the proposer believes that any information, data, process or other material in its proposal constitutes trade secrets, privileged information, or confidential commercial, financial, geological, or geophysical data, then the proposer should mark those items as confidential or proprietary and provide a list of those items with specificity as to the page and paragraph and on what basis it believes the material is confidential or proprietary. The City is not bound by the proposer’s determination as to whether materials are subject to disclosure under CORA and reserves the right to independently determine whether the materials are required to be made available for inspection or otherwise produced under CORA.

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

**PROOF OF REGISTRATION WITH THE COLORADO SECRETARY OF STATE:**
Successful vendors that are corporations or limited liability companies will be required to furnish a Certificate of Good Standing from the Colorado Secretary of State’s Office, as proof that they are properly registered to do business in the State of Colorado, prior to finalization of award and contracting. If you are already registered, obtain a copy of your certificate here: [http://www.sos.state.co.us/biz/BusinessEntityCriteria.do](http://www.sos.state.co.us/biz/BusinessEntityCriteria.do). Enter in your business name and click search. If this is the first time your business is registering, register here: [http://www.sos.state.co.us/pubs/business/fileAForm.html](http://www.sos.state.co.us/pubs/business/fileAForm.html)

**DIVERSITY AND INCLUSIVENESS – EXECUTIVE ORDER #101:**
The “Diversity and Inclusiveness in City Solicitations Request Form” must be submitted electronically as part of your proposal. Failure to include this form will render your proposal non-responsive. The form is available at: Diversity and Inclusiveness in City Solicitations Information Request Form ([https://fs7.formsite.com/CCDenver/form161/index.html](https://fs7.formsite.com/CCDenver/form161/index.html)). Once submitted you will receive the option to “print receipt” or you may include your confirmation email as proof.

Using the included link entitled “Diversity and Inclusiveness in City Solicitations Information Request Form”, please state whether you have a diversity and inclusiveness program for employment and retention, procurement and supply chain activities, or customer service, and provide the additional information requested on the form. The information provided on the Diversity and Inclusiveness in City Solicitations Request Form will provide an opportunity for City contractors/consultants to describe their own diversity and inclusiveness practices. Contractors/Consultants are not expected to conduct intrusive examinations of their employees, managers, or business partners in order to describe diversity and inclusiveness measures. Rather, the City simply seeks a description of the contractor/consultant’s current practices, if any.

Diversity and Inclusiveness information provided by City contractors/consultants in response to City solicitations for services or goods will be collated, analyzed, and made available in reports consistent with City Executive Order No. 101. However, no personally identifiable information provided by or obtained from contractors/consultants will be in such reports.

**Background**
The information provided on the Diversity and Inclusiveness in City Solicitations Request Form will provide an opportunity for City contractors/consultants to describe their own diversity and inclusiveness practices. Contractors/Consultants are not expected to conduct intrusive examinations of their employees, managers, or business partners in order to describe diversity and inclusiveness measures. Rather, the City simply seeks a description of the contractor/consultant’s current practices, if any. Diversity and Inclusiveness information provided by City contractors/consultants in response to City solicitations for services or goods will be collated, analyzed, and made available in reports consistent with City Executive Order No. 101. However, no personally identifiable information provided by or obtained from contractors/consultants will be in such reports.

**Definitions**

*Diversity*: Diversity refers to the extent to which a contractor/consultant has people from diverse background or communities working in its organization at all levels, is committed to providing equal access to business opportunities and achieving diversity in procurement decisions for supplies, equipment, and services, or promotes training and
technical assistance to diverse businesses and communities such as mentoring and outreach programs and business engagement opportunities.

**Inclusiveness:** Inclusiveness, for purposes of Executive Order No. 101, includes the extent to which a contractor/consultant invites values, perspectives and contributions of people from diverse backgrounds and integrates diversity into its hiring and retention policies, training opportunities, and business development methods to provide an equal opportunity for each person to participate, contribute and succeed within the organization’s workplace. Inclusiveness also includes the extent to which businesses have an equal opportunity to compete for new business opportunities and establish new business relationships in the private and public sector.
APPENDIX A
Sample Contract Language

AGREEMENT

THIS AGREEMENT is made between the CITY AND COUNTY OF DENVER, a home rule and municipal corporation of the State of Colorado for itself and on behalf of the OFFICE OF CLIMATE ACTION, SUSTAINABILITY, AND RESILIENCY (collectively, the “City”) and [NAME], a _______ [formation info], whose address is [address] (the “Consultant”), jointly (“the Parties”).

The Parties agree as follows:

1. COORDINATION AND LIAISON: The Consultant shall fully coordinate all services under the Agreement with the Executive Director of Public Health and Environment, (“Executive Director”) or, the Executive Director’s Designee.

2. SERVICES TO BE PERFORMED:
   a. As the Executive Director directs, the Consultant shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth on Exhibit A, the Scope of Work and Budget, to the City’s satisfaction.
   b. The Consultant is ready, willing, and able to provide the services required by this Agreement.
   c. The Consultant shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

3. TERM: The Agreement will commence on ____________ and will expire on ________________ (the “Term”). The term of this Agreement may be extended by the City under the same terms and conditions by a written amendment to this Agreement. Subject to the Executive Director’s prior written authorization, the Consultant shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director.

4. COMPENSATION AND PAYMENT:
   a. Budget. The City shall pay and the Consultant shall accept as the sole compensation for services rendered and costs incurred under the Agreement the line item amounts set forth in the budget contained in Exhibit A. Amounts billed may not exceed the budget set forth in Exhibit A.

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

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

d. **Maximum Contract Amount:**

   (1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed ____________________ DOLLARS AND NO CENTS ($______________.00) (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Consultant beyond that specifically described in Exhibit A. Any services performed beyond those in Exhibit A are performed at Consultant’s risk and without authorization under the Agreement.

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

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

6. **TERMINATION:**

   a. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the Consultant. However, nothing gives the Consultant the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Executive Director.

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

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

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

7. **EXAMINATION OF RECORDS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents, papers and records related to Consultant’s performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Consultant shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of 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.
8. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Consultant. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

9. **INSURANCE:**
   
   **a. General Conditions:** Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Consultant shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-“ VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the above-described policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the Parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Consultant shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City’s contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Consultant. Consultant shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Consultant. The Consultant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

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

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

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

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

f. **Workers’ Compensation/Employer’s Liability Insurance:** Consultant shall maintain the coverage as required by statute for each work location and shall maintain Employer’s Liability insurance with limits of $100,000 per occurrence for each bodily injury claim, $100,000 per occurrence for each bodily injury caused by disease claim, and $500,000 aggregate for all bodily injuries caused by disease claims. Consultant expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Consultant’s officers or employees who may be eligible under any statute or law to reject Workers’ Compensation Insurance shall effect such rejection during any part of the term
of this Agreement, and that any such rejections previously effected, have been revoked as of the date Consultant executes this Agreement.

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

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

i. **Additional Provisions:**

   (1) For Commercial General Liability, the policy must provide the following:

   (a) That this Agreement is an Insured Contract under the policy;
   
   (b) Defense costs are outside the limits of liability;
   
   (c) A severability of interests, separation of insureds provision (no insured vs. insured exclusion); and
   
   (d) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

   (2) For claims-made coverage:

   (a) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.
   
   (b) Consultant shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Consultant will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

10. **DEFENSE AND INDEMNIFICATION:**

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

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

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

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

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

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

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

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

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

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

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

17. CONFLICT OF INTEREST:
   a. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Consultant shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City’s Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.
   b. The Consultant shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Consultant represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include

[ENTITY NAME]
JAGGAER NUMBER
transactions, activities or conduct that would affect the judgment, actions or work of the Consultant by placing the Consultant’s own interests, or the interests of any party with whom the Consultant has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Consultant written notice describing the conflict.

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

Executive Director of Public Health and Environment or Designee
101 W. Colfax Avenue, Suite 800
Denver, CO 80202

With a copy of any such notice to:

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

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

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

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

b. The Consultant certifies that:

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

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

c. The Consultant also agrees and represents that:
(1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

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

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

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

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

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

d. The Consultant is liable for any violations as provided in the Certification Ordinance. If Consultant violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Consultant shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Consultant from submitting bids or proposals for future contracts with the City.
20. **DISPUTES:** All disputes between the City and Consultant arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Executive Director as defined in this Agreement.

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

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

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

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

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

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

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

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

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

30. **CONFIDENTIAL INFORMATION:**

a. **City Information:** Consultant acknowledges and accepts that, in performance of all work under the terms of this Agreement, Consultant may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. Consultant agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Consultant shall be held in confidence and used only in the performance of its obligations under this Agreement. Consultant shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent consultant would to protect its own proprietary or confidential data. “Proprietary Data” shall mean any materials or information which may be designated or marked “Proprietary” or “Confidential”, or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Consultant by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

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

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

33. **USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** Consultant shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning
the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.

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

**List of Exhibits**

- **Exhibit A** – Scope of Work and Budget.
- **Exhibit B** – Certificate of Insurance.

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# Checklist of Required Forms/Documentation

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<tbody>
<tr>
<td>1. <strong>Cover letter:</strong></td>
<td>Brief, 1-page description of the lead applicant and team member organizations, if applicable.</td>
</tr>
<tr>
<td>2. <strong>Overview:</strong></td>
<td>Provide examples of how the team has delivered elements of this scope of work in the past and experience working with the priority populations as well as how they plan to meet contractor qualifications and requirements. (Please limit this section to 2 pages.)</td>
</tr>
<tr>
<td>3. <strong>Proposal Plan:</strong></td>
<td>Up to 2 pages for each task in your proposal. Provide a detailed description of your team’s approach to the scope of work of each task and associated deliverables.</td>
</tr>
<tr>
<td>4. <strong>Work Plan:</strong></td>
<td>Fill out Work Plan table that includes Task, Outcomes, Activities and Timeline (RFP page 8)</td>
</tr>
<tr>
<td>5. <strong>Project Team:</strong></td>
<td>Describe your teaming approach, provide resumes of the project lead, and anyone else on the project team. Include a brief description of the relevant experience of the key personnel and each individual’s role on the project. (up to 2 pages and resumes can be attached).</td>
</tr>
<tr>
<td>6. <strong>Budget:</strong></td>
<td>Fill out the budget tables which includes a Rate Allocation table of personnel and Task Summary Table (RFP page 9).</td>
</tr>
<tr>
<td>7. <strong>W-9:</strong></td>
<td>Include with proposal submission (be sure the W9 is signed)</td>
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