REQUEST FOR PROPOSAL


SCHEDULE OF EVENTS

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
<th>Time</th>
<th>Local Time</th>
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<tbody>
<tr>
<td>RFP Issued</td>
<td>September 5, 2014</td>
<td>5:00 P.M.</td>
<td>Local Time</td>
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<tr>
<td>Deadline to Submit Additional Questions</td>
<td>September 12, 2014</td>
<td>5:00 P.M.</td>
<td>Local Time</td>
</tr>
<tr>
<td>Response to Written Questions</td>
<td>September 15, 2014</td>
<td>5:00 P.M.</td>
<td>Local Time</td>
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<tr>
<td>Proposal Due Date</td>
<td>September 17, 2014</td>
<td>4:00 P.M.</td>
<td>Local Time</td>
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<tr>
<td>Proposal Evaluation Period</td>
<td>Estimated 2 weeks</td>
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</table>

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

VENDOR SIGN HERE

Company Name: ________________________________________________________________

By: ________________________________________________________________________
    (Printed or Typed Name)

________________________________________
    (Signature)

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

REQUEST FOR PROPOSAL (RFP) – Consulting Services for an Independent Review of the Denver Sheriff Department and Recruitment of a Permanent Sheriff.

I. BACKGROUND AND PURPOSE OF REQUEST FOR PROPOSAL ............3  
II. SCOPE OF WORK ........................................................................3  
III. REQUEST FOR PROPOSAL REQUIREMENTS .........................5  
   A. Requests for Information/Addenda ........................................5  
   B. Proposal Changes or Withdrawal .........................................6  
   C. Proposal Disposition/Proposal Open Record ..........................6  
   D. Expenses .............................................................................6  
   E. Compliance with Terms and Conditions of RFP ......................6  
   F. No Arrearages/No Defaults ..................................................7  
   G. Rejection of Proposals .......................................................7  
   H. Award of Contract .............................................................7  
   I. Proposal Content Contractual ..............................................7  
   J. Cancellation of RFP .............................................................7  
   K. RFP and Contract Requirements .........................................7  
IV. PROPOSAL FORMAT AND REQUIRED CONTENT ..................8  
V. SUBMISSION INSTRUCTIONS ................................................13  
VI. PROPOSAL CHECKLIST ..........................................................14  
    EXHIBIT A – Proposed Contract .............................................15  
    VENDOR INFORMATION ..........................................................34  
    REQUEST FOR EIN ...............................................................35  

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I. BACKGROUND AND PURPOSE OF REQUEST FOR PROPOSALS

The City and County of Denver is the capital of and largest city in the State of Colorado with the tenth largest downtown in the United States. As the largest city in a 600 mile radius, Denver serves as a center for business, tourism, and sports and cultural events. It also serves as a gateway to the Rocky Mountains. Founded in 1858 as a mining town, Denver became a Home Rule City in 1902 by Article XX of the Constitution of the State of Colorado. The City is governed by the Mayor, the City Council, and other independent elected officers including the Auditor who serves as the general accountant of the City and County of Denver.

The Executive Director of the Department of Safety is appointed by the Mayor and oversees the Sheriff, Police, Fire and 911 departments. The Sheriff is also appointed by and serves at the pleasure of the Mayor.

By this Request for Proposals (“RFP”), the City and County of Denver (“City”) is seeking proposals from experienced individuals and/or firms to provide a comprehensive, independent, top-to-bottom review of Denver Sheriff Department and assist the City with recruiting a permanent Sheriff.

For general information about the City and County of Denver, the Mayor’s Office, the Department of Safety, the City Council, and other City departments and agencies, please visit the City’s web site at http://www.denvergov.org/.

SCOPE OF WORK AND TECHNICAL REQUIREMENTS

II. SCOPE OF WORK

A. The successful proposer will, in accordance with the highest ethical and professional and legal standards, provide a comprehensive, independent, top-to-bottom review of Denver Sheriff Department and assist the City with recruiting a permanent Sheriff (“Services”). The scope of work may be completed by a single entity or through a pairing of entities that may collaboratively co-bid this work together. The Services shall include, but are not limited to: reviewing and analyzing the entire current organizational structure; Internal Affairs Bureau; Conduct Review Office; corrections procedures and processes; use of force procedures and processes; supervision and training; and assisting the City in determining best practices by providing written advice and recommendations on the following topics:

1. Organizational Structure
   a. Currently the Sheriff Department is a separate branch of the Department of Safety. Is this structure the best practice or are there alternative structures that are more appropriate?
   b. Is the current span of control appropriate for the Sheriff?
   c. Is the internal structure of the various Sheriff Divisions appropriate?
d. What are best practices regarding the qualifications of a Sheriff, including whether the Sheriff should be a civilian or law enforcement certified official?
e. Is the physical space of the Sheriff Department appropriate in terms of staffing, safety and supervision?

2. **Internal Affairs**
   a. Assuming the inmate grievance process can be improved, please recommend improvements and best practices to achieve a valid process?
   b. Is the Internal Affairs staff trained at appropriate levels of competency?
   c. Is the timeliness of investigations appropriate?
   d. Is the Internal Affairs Bureau managed appropriately and effectively?

3. **Conduct Review**
   a. Has the formal and informal review of employee conduct been sufficiently documented?
   b. Are there signs of favoritism for certain employees’ conduct over others?
   c. Does the Conduct Review Office have enough information from the Internal Affairs Bureau to make accurate decisions regarding conduct?

4. ** Corrections**
   a. Are the procedures for classifications of inmates appropriate?
   b. Are the security policies and procedures proper?
   c. Is contraband effectively eliminated from the premises?

5. **Use of Force**
   a. Is the use of force policy appropriate?
   b. Is the training for the use of force policy appropriate?
   c. When force is used are there sufficient protocols to document and review the force used?
   d. What does an analysis of the past use of force incidents show?

6. **Supervision and Training**
   a. Are deputies efficiently supervised?
   b. Is the training of deputies effective and thorough (with special attention to Crisis Intervention Training)?
   c. Is the recruiting and testing of deputies effective?
   d. Are the standards for recruitment/hiring appropriate?
   e. Is the promotions process fair and appropriate?
   f. What is the best way to measure employee morale and what recommendations would you give to address morale?

B. Provide timely written reports which include a thorough analysis of the above-described organizational structures, processes, policies and procedures. Provide assistance to establish strategies to implement best practices recommendations to achieve comprehensive successful results and outcomes for the above-described organizational structures, processes, policies and procedures.

C. Assist coordination efforts to recruit a new, permanent Sheriff to implement recommendations provided by the successful proposer and adopted by the City. The successful proposer will: a) develop the key traits and characteristics of the
permanent Sheriff; b) define the job requirements and job description; and c) conduct an assessment of the candidates and make hiring recommendations to the City.

D. Facilitate a minimum of four (4) community meetings where the public will have an opportunity to provide input regarding the traits and characteristics of the next Sheriff and the overall direction of the Sheriff Department.

E. The purpose of the RFP is to select an appropriate consultant in an effort to obtain a top-to-bottom review of the Sheriff Department and the scope of work is intended as a floor and not a ceiling. Thus, if the proposer has additional areas to observe and recommend based on prior experiences, then the proposer should affirmatively included such observations and recommendations in the proposer’s response to the scope of work.

This list of Services is intended as a general guide, and is not intended to be a complete list of all work necessary to provide the requested Services. The successful proposer shall have a demonstrated knowledge and expertise to serve the unique needs of the City and County of Denver in this consulting role.

F. The contract for the Services shall commence on or about October 13, 2014. The City may, in its sole discretion, offer more than one contract for the Services. The total amount of compensation is entirely subject to the City’s budget determinations and/or the continuing availability of funds appropriated by the Council of the City and County of Denver for purposes of the services contemplated by this RFP. The method of payment to the successful proposer shall be by reimbursement only.

G. The successful proposer shall be required to:
   1. Furnish all materials, equipment, supplies, supervision, transportation and parking, technology, and other facilities; however, if needed, the City can provide workspace for the successful proposer;
   2. Provide and perform all necessary labor;
   3. Execute and complete all specified work with due diligence, in accordance with best professional practice and the requirements, stipulations, provisions, and conditions of this RFP and the resultant contract;
   4. Obtain any and all required licenses, permits, certificates of registration, or other approvals necessary or required by law or necessary to provide the Services; and,
   5. Comply with all applicable laws, rules, regulations, ordinances, Executive Orders and policies of the City and County of Denver and the State of Colorado.

III. REQUEST FOR PROPOSAL REQUIREMENTS

A. Requests for Information/Addenda
Any requests for clarification or additional information regarding this RFP may be submitted in writing by no later than September 12, 2014 to:

Stephanie Y. O’Malley
Email: Stephanie.O’Malley@denvergov.org

After submitting an initial response to the RFP, the Mayor’s Executive Committee overseeing the Organizational Review may have additional questions and/or comments. The questions and/or comments will be posed to all the proposers and all of the proposers will have an opportunity to answer.

Any responses to questions and requests for clarification from the City will be made in writing, without identification of the proposer making the request. The City’s responses shall be transmitted to all proposers who provide a letter of interest to the email address above by September 11, 2014. The City will not respond to telephone inquiries regarding this RFP.

If it becomes necessary to revise any part of this RFP, an addendum will be issued by the City.

Proposers should refrain from initiating contact with any City representatives for the purpose of obtaining information to prepare a proposal or for information about the status of the RFP process following proposal submission. Failure to comply with this directive may result in the proposer being declared non-responsive, or otherwise disqualified.

B. Proposal Changes or Withdrawal

Any proposal may be withdrawn, modified, and resubmitted prior to the scheduled time for opening by a written request, signed in the same manner and by the same person who signed the proposal.

C. Proposal Disposition/Proposal Open Record

All proposals and the materials attached thereto submitted in response to this RFP, except for any identified proprietary material, shall become the property of the City upon delivery to the City. The City reserves the right in its sole discretion to use without limitation, any and all information, concepts, and data contained therein. Any portions of the proposal that the proposer deems confidential shall be clearly marked as such. An entire proposal marked “Confidential” or “Proprietary Information” will be declared non-responsive.

If a request to inspect the proposal, or any portion thereof, is made by a third party, the City will endeavor to treat all materials requested to be kept confidential and nondisclosable to the extent provided by C.R.S. §24-72-201, et. seq., the Colorado Open Records Act. It is understood by every proposer that the City may
be subject to the provisions of such Act together with the Uniform Trade Secrets Act. The City will endeavor to inform a proposer of any third party request for disclosure of such information pursuant to the Colorado Open Records Act or as may be otherwise made to the City. If a proposer requests that such information be held confidential and not disclosed by the City, the proposer will assume the defense of such position, up to and including litigation, and will indemnify and save and hold harmless the City, its officers and employees, from any expense, fees, costs or liability associated with such third party request or such litigation. If the proposer does not consider the proposal or any portion thereof to contain confidential information, it shall submit a letter on the proposer's letterhead signed by the owner or chief executive officer, authorizing the City to treat the proposal as public information.

D. **Expenses**

Expenses for developing a proposal are entirely the responsibility of the proposer, and the City shall not be liable in any manner for any costs incurred in connection with the preparation, submittal, or negotiation thereof.

E. **Compliance With Terms and Conditions of RFP**

The successful proposer shall comply with all of the specifications, terms, and conditions of this RFP, as outlined herein. Proposers are further required to complete all information requested in this RFP. Failure to do so may result in the disqualification of a proposal.

F. **No Arrearages/No Defaults**

No proposal shall be accepted from, and no contract will be awarded to, any person, firm or corporation that is in arrears to the City and County of Denver, upon debt or contract, or that has defaulted, as surety or otherwise, upon any obligation to the City and County of Denver, or that has failed to attain or demonstrate compliance with any law, ordinance, City regulation, or contract term or condition as may be provided for or required in any City contract, or that may be deemed irresponsible or unreliable by the City. Proposers may be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in the proposal.

G. **Rejection of Proposals**

The City reserves the right, at its sole discretion, to reject any and all proposals received and to waive informalities and minor irregularities, technical defects, or clerical errors in a proposal received, to accept any portion or all items in the proposal, and award the contract in whole or in part if it is deemed in the City’s best interests.
H. **Award of Contract**

Any contract awarded under this RFP shall be made to the proposer who in the sole judgment of the City is best able to provide the full range of the Services. All proposals shall remain firm for one hundred twenty (120) calendar days after the opening of proposals.

I. **Proposal Content Contractual**

All or parts of the selected proposal may become part of the contract if an award of contract is made in the sole determination of the City.

J. **Cancellation of RFP**

The City and County of Denver reserves the right, at its sole discretion, to cancel this RFP in whole or in part.

K. **RFP and Contract Requirements**

The successful proposer will be required to execute a contract with the City. There is a sample contract attached to this RFP as *Exhibit A*. Proposers shall review *Exhibit A* and provide a statement regarding the proposer’s intent to comply with this contract. If there is any provision that is unacceptable to the proposer, the proposer must submit with its proposal a list of any and all specific modifications to such provisions that the proposer may request be negotiated with the City if the proposer is selected to provide services under this RFP. In particular, but not by way of limitation, proposers are urged to consider the insurance requirements set forth in the sample contract. These insurance requirements must be complied with by the proposer and any subcontractors or subconsultants performing work under this RFP, unless such requirements are specifically excepted in writing by the City's Risk Management Administrator. The City may require that prior to entering into a contract with the City for Services, the proposer provide a certificate of insurance specifying on the certificate the issuing company or companies, policy numbers and policy periods for each required coverage. The City's acceptance of any submitted certificate is subject to the approval of the City's Risk Management Administrator and the City Attorney. Any changes or modifications, which are not identified by the proposer in its proposal, will not be reviewed by the City before a final agreement is executed. The City shall assume that *Exhibit A* has been thoroughly reviewed and discussed with legal counsel prior to submission of a proposal. All proposers are strongly advised to seek legal counsel prior to preparing such list. The City reserves the right to accept or reject in its sole discretion any proposed modifications to the sample contract. The City reserves the right to modify any term or condition of the sample contract, and to add, delete or modify terms and conditions as deemed necessary, prior to execution of a final agreement. Proposers will be presumed to have submitted their proposals based upon all the information set forth in the contract and in a manner fully cognizant of the requirements of the contract. The City reserves the right to
contemporaneously negotiate the final terms of the proposed contract with one or more of the highest rated responsive proposers. If the City is unable to reach an agreement as to final contract terms with any selected proposer, the City expressly reserves the right to terminate negotiations and enter into contract negotiations with one or more of the other ranked finalists.

IV. **PROPOSAL FORMAT AND REQUIRED CONTENT**

The submission requirements for this RFP are described below. A response to this RFP must be made according to the specifications set forth in this section, both for content and sequence. Any proposal that does not comply with these instructions may be deemed to be non-responsive and may be rejected by the City. Proposals must include all of the following components in the order outlined below. Font style should be Times-Roman, and font size must be no smaller than 12 point. Margins must be at least one inch wide. Pages must be numbered consecutively and each section must be numbered and titled. All proposals must be typewritten on 8-1/2x11 paper, single side only.

Proposals shall include the following parts:

<table>
<thead>
<tr>
<th>Part I.</th>
<th>Proposer Qualifications and Expertise</th>
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</thead>
<tbody>
<tr>
<td>Part II.</td>
<td>Project Approach/Proposer Resources</td>
</tr>
<tr>
<td>Part III.</td>
<td>Proposed Rate of Compensation</td>
</tr>
<tr>
<td>Part IV.</td>
<td>Appendices</td>
</tr>
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Requirements and directions for preparation of each section are outlined below.

**Part I: Proposer Qualifications & Expertise**

The City requires that the successful proposer have experience providing independent, comprehensive reviews of comparable sheriff departments or law enforcement agencies including, but are not limited to reviewing and analyzing the organizational structures, Internal Affairs Bureaus, Conduct Review Offices, corrections procedures and processes, use of force procedures and processes and supervision and training. Additionally, the successful proposer will have experience recruiting sheriffs or other comparable law enforcement chief executives.

1. Describe the nature and scope of the proposer’s experience in providing the Services described herein in Section II SCOPE OF WORK.

2. Provide the following information about the proposer:
   
   a. Name and business address of the entity or individual that will be the party to the proposed contract and the proposer’s business telephone number, FAX number, and e-mail address.
b. Number of years that proposer has served as a law enforcement consultant (please include former firm names and year established, if applicable).

c. Type of ownership (sole proprietorship, partnership, corporation, joint venture, or limited liability company—list state in which incorporated) and parent company, if any.

d. Name, address, and telephone number of the proposer’s Team Leader who will coordinate the delivery of Services and of the authorized negotiator(s) for the proposer. The authorized negotiator shall have the authority to act on behalf of the proposer and make binding commitments for the proposer and any subconsultants concerning this RFP. Please attach copies of current applicable licenses and certificates of registration for any person who will provide the Services under a contract, if any, resulting from this RFP.

e. Disclose whether the proposing entity, or any shareholder, member, partner, or officer or employee thereof, is presently a party to any pending litigation or has received notice of any threatened litigation or claim; provided, however, that proposer need not disclose minor traffic matters.

f. Diversity and inclusiveness are important priorities to the City. Please discuss how the proposer will implement these priorities in the proposal.

g. Proposals shall be signed by a person with actual authority to bind the proposer. If the proposal is made by an individual, it shall be signed with the full name of the proposer, and a full address shall be given. If it is made by a partnership, it shall be signed with the partnership name and by a general partner and the full name and address of the general partner shall be given. If it is made by a joint venture or limited liability company, it shall be signed with the full name and address of each member thereof. If it is made by a corporation, it shall be signed by the president.

h. Explanation of any exceptions to this RFP requested by the proposer. If exceptions are requested, cite the activity involved, the exception taken, and alternate language. If no exceptions are requested, please state so.

i. Provide a copy of proposer’s current client list and a discussion of current or former clients represented by the proposer whose interests may either coincide or conflict with the interests of the City. All proposers are advised that for the term of the contract the City intends that any and all priorities and needs of the City shall take precedence over any other obligations (contractual or otherwise, direct or indirect) of the proposer. The City expects that the successful proposer shall refrain from undertaking any consultation to other parties concerning any matter whose interests are adverse to the interests of the City. The City reserves the right
to determine in its sole discretion the existence of a conflict of interest or a potential conflict of interest.

3. **Areas of Expertise**

   a. State, in detail, the proposer’s specific experience and role in the subject areas listed below and provide examples of similar work performed for other clients. If the proposer has developed specialized expertise in any area or issue, please describe the scope and extent of that expertise.

   **Outline your specific expertise in the following areas:**

   1. Consultation regarding overall organizational structure of sheriff departments or other comparable law enforcement agencies;
   2. Best practices for Internal Affairs, including training, management, structure, competency and timeliness of investigations;
   3. Best practices for inmate grievance procedures and processes;
   4. Best practices for Conduct Review procedures and processes, including sufficient documentation of informal and formal review of employee conduct, policies regarding favoritism and types of information necessary to make accurate decision regarding employee conduct;
   5. Best practices regarding classification of inmates;
   6. Best practices regarding corrections security policies and procedures;
   7. Best practices pertaining to elimination of contraband for corrections facilities;
   8. Best practices regarding use of force policies and procedures, including training, protocols to document and review force used;
   9. Analysis of past use of forces incidents;
   10. Best practices regarding supervision and training of deputies, with special attention to Critical Incident Training;
   11. Best practices regarding recruiting, testing and promoting deputies;
   12. Experience recruiting sheriffs or top law enforcement chief executives, including developing key traits and characteristics; defining job requirements and job descriptions; and conducting assessments of candidates and making hiring recommendations.

   b. Identify the name and title of the proposer’s team leader and key personnel who will provide services under the proposed contract and attach a copy of each person’s resume.

   c. Descriptions and references for other groups that the proposer has provided services similar to those requested in this RFP. References will not be scored, but will be used to verify the accuracy of information provided by the proposer. The City reserves the right to contact
proposers’ references, including any references not provided by the proposers.

Part II: Project Approach/Proposer Resources

1. The proposal shall contain a description of how the proposer intends to provide the Services, including, but not limited to, in relation to the requested services, its method or approach to solving problems, coordinating and disseminating information, oral and written communication strategy, developing and implementing strategy, coordinating, where appropriate, direct or indirect input by City personnel, including the Mayor’s Executive Committee overseeing the Organizational Review. The proposal shall also describe the manner in which proposer will create and strengthen relationships between City personnel and legislators and legislative staff.

2. Describe the timing you firm will require to complete the project and all of the Services, including attending a minimum of four (4) community meetings where the public will have an opportunity to provide input regarding the traits of the next Sheriff and the overall direction of the Sheriff Department.

3. Describe the specific resources, including personnel, your firm will bring to this project

Part III: Proposed Rate of Compensation

The proposer shall provide a proposed budget, marked as “Appendix B”, detailing a comprehensive fee proposal that designates the total flat rate of compensation that includes compensation for any and all reasonable out-of-pocket costs and expenses, including but not limited to copying, messenger services, telephone and cell phone charges, postage, food, parking, and mileage expenses. It is expressly understood and agreed that the obligation of the City to make payments to the successful proposer shall only extend to monies appropriated by the Denver City Council, paid into the Treasury of the City, and encumbered for the purposes of this Agreement.

Part IV: Appendices

The proposal shall include the following Appendices:

1. Modifications to Sample Contract

Any and all proposed modifications to the terms and contained in Exhibit A to this RFP shall be included in the proposal marked as Appendix C. If the proposer intends to joint/venture or subcontract any portion of the Services, the proposer also shall describe the nature of the proposed joint venture or subcontracted services and the legal relationship between the joint venture participants or the proposer and the subcontractor. Any proposed joint venture or subcontracting of
the Services is subject to the prior written approval of the City. The City reserves the right, in its sole discretion, to make further modifications to the proposed contract. If the proposal does not contain any modifications to the terms and conditions of Exhibit A, the City will presume that the proposer has accepted all terms and conditions contained in Exhibit A.

2. **Compliance with Denver Revised Municipal Code § 20-69**

   All proposals shall certify compliance with Denver Revised Municipal Code § 20-69 pertaining to disclosure of political contributions.

**Summary of Appendices**

1. “Appendix A”- Resumes of the proposer’s Team Leader and key staff persons who will be providing the Services and copies of current certificates of registration for each person who will perform consulting activities under the proposed contract.
2. “Appendix B” – Budget (including allocation of City funding to subcontractor(s), if any, and other proposed uses of City funds)
3. “Appendix C” - Proposed modifications to sample contract

V. **SUBMISSION INSTRUCTIONS**

A. **Designated Location**

   All proposals shall be submitted through email only to:

   Stephanie Y. O’Malley  
   Email: Stephanie.O’Malley@denvergov.org

   Fax, mailed or hand delivered proposals will not be accepted. Any proposal received after the deadline will be returned.

   The proposal must contain the signature of a duly authorized officer or agent of the company submitting the proposal.

   Proposals should be prepared simply and economically and give a straightforward and concise description of the consultant’s capabilities to satisfy the requirements of the project. Special word processing features or color copies are not necessary. Emphasis should be placed on completeness and clarity of content.

B. **Deadline**

   Proposals are due on or before 4:00 p.m., M.S.T., September 17, 2014. Any proposal received after such time shall not be accepted and shall be returned. It is
the sole responsibility of the proposer to ensure that its proposal arrives at the email address specified in this RFP by, or prior to, the date and time specified in this RFP.

VI. PROPOSAL CHECKLIST

Your proposal will not be considered complete unless all of the documents are included. Incomplete applications will not be considered. Please make certain that you include all of the following:

___ Proposal Checklist
___ “Appendix A” - Resumes of the proposer’s Team Leader and key staff persons who will be providing the Services.
___ “Appendix B” – Budget
___ “Appendix C” – Proposed modifications to sample contract
___ “Appendix D”- Certification of compliance with Denver Revised Municipal Code § 20-69
___ Proposal Response to Open Records

Please place an X next to the item requested above to indicate that it is included in your submission. This sheet must accompany your application. Incomplete applications will not be accepted. You are advised to review your materials to ensure they are comprehensive before you submit them.

I have reviewed this proposal and have included all the required information:

____________________________
Print Name of Person completing Proposal

____________________________
Signature of Person completing proposal ___________________  Title ____________  Date ____________

____________________________
Print Name of Agency or Corporation Executive

____________________________
Signature of Agency or Corporation Executive ___________________  Title ____________  Date ____________
Exhibit A -- Sample RFP Contract for Independent Review of Sheriff Department and Recruitment of Sheriff

The successful proposer will be required to execute a contract with the City. A sample contract is attached to this RFP. If there is any provision that is unacceptable to the proposer, the proposer must identify in its proposal any and all specific modifications to the sample contract that the proposer requests to be negotiated with the City if the proposer is selected to provide services under the RFP. The City will presume that RFP sample contract has been thoroughly reviewed and discussed with legal counsel prior to preparation of any lists of proposed modification. All proposers are strongly advised to seek legal counsel prior to preparing such list. The City reserves the right to accept or reject in its sole discretion any proposed modification to the sample contract. The City further reserves the right to modify any terms and conditions contained in the sample contract as deemed necessary, prior to execution of a final agreement. Proposers will be presumed to have submitted their proposals based upon all the information set forth in the contract and in a manner fully cognizant of the requirements of the contract. The City reserves the right to contemporaneously negotiate the final terms of the proposed contract with one or more of the highest ranked proposers. If the City is unable to reach an agreement as to final contract terms with any selected proposer, the City expressly reserve the right to terminate negotiations and enter into contract negotiations with one or more of the other finalists.

Services and payment may commence only upon final execution of the signed contract between the successful proposer and the City.

AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into, effective as of the date set forth on the City’s signature page (“Effective Date”), by and between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado (“City”), and _________________________________, a __________________________, with its principal place of business located at __________________________ (“Contractor”), collectively referred to as the “Parties”

WITNESSETH:

WHEREAS, the City desires the Contractor to provide consulting services for a comprehensive, independent review of the Denver Sheriff Department and assistance with recruitment of a permanent Sheriff; and

WHEREAS, the Contractor has the present capacity and is experienced and qualified to provide such services.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the Parties agree as follows:

1. WORK TO BE PERFORMED:
   A. Services: The Contractor shall diligently and professionally, under the general direction of the Executive Director of the Department of Safety (“City...
Representative”), provide consulting services for a comprehensive, independent review of the Denver Sheriff Department and assistance with recruitment of a permanent Sheriff, including the services and produce all the deliverables described in the scope of services and the schedule and rates attached hereto as Exhibit A, the “Scope of Work and Rates”, which is incorporated herein by this reference and made a part of this Agreement as if set forth in full herein. The order of preference shall be that the terms of this Agreement shall control and take precedence over Exhibit A. The Contractor shall faithfully perform the work required under this Agreement in accordance with the standards of care, skill, training, diligence and judgment provided by highly competent professionals who perform work of a similar nature to the work described in this Agreement. Any professional services specified under this Agreement which requires the employment of licensed or registered personnel shall be performed by licensed or registered personnel.

B. Oversight: The Contractor shall conduct the work under the general direction of and in coordination with the City Representative, or other designated City officials and make every reasonable effort to fully coordinate all services with any City agency or any person or firm under contract with the City doing work which affects the Contractor’s work. All records, data, specifications and documentation prepared by the Contractor under this Agreement, when delivered to and accepted by the City Representative, shall become the property of the City. The Contractor agrees to allow the City to review any of the procedures used by it in doing the work under this Agreement and to make available for inspection all notes and other documents used in performing the work.

C. Conflict of Interest: The Contractor shall provide the services under this Agreement with the highest ethical standards. In the event that the Contractor determines to provide similar services to other parties not previously disclosed to the City, the Contractor shall first notify the City Representative of the proposed undertaking. In the event that the proposed undertaking creates a conflict of interest or a potential for conflict of interest, as may be determined in the sole discretion of the City Representative, the City may terminate this Agreement immediately. The Contractor shall notify the City Representative immediately upon becoming aware of any circumstances that create a conflict of interest or potential for conflict of interest. In the event that during the term of this agreement, circumstances arise to create a
conflict of interest or a potential for conflict of interest, the City may terminate this Agreement immediately.

2. **TERM:** The term of the Agreement is from ______________ until ______________, or until the Maximum Contract Amount specified in sub-section 3.A. below is expended and all of the services specified in Exhibit A has been satisfactorily performed, whichever is sooner, unless this Agreement is terminated earlier as provided in this Agreement or is extended as provided in a separate amendment to this Agreement (“Term”). Subject to the City Representative’s prior written authorization, the Contractor 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 City Representative.

3. **COMPENSATION AND PAYMENT:**
   
   A. **Maximum Contract Amount:** The Maximum Contract Amount to be paid by the City to the Contractor for the performance of the work set out in Exhibit A shall in no event exceed the sum ________________ DOLLARS AND ________ CENTS ($_______________.00), unless this Agreement is modified to increase said amount by a duly authorized and written amendment to this Agreement executed by the Parties in the same manner as this Agreement.
   
   B. **Payments:** Monthly payments shall be made to the Contractor in accordance with the progress of the work and the schedule and rates as set out in Exhibit A. Monthly invoices submitted by the Contractor to the City Representative must fully document services rendered and hours spent providing the specified services, and any other authorized and actually incurred expenses, and must be approved by the City Representative in writing in order to be eligible for compensation under this Agreement. All invoicing and payments are subject to the City’s Prompt Payment Ordinance, §§ 20-107 through 20-118, D.R.M.C.
   
   C. **Subject to Appropriation; No Multiple Year Obligation:** It is understood and agreed that any payment obligation of the City hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Agreement, encumbered for the purpose of the Agreement and paid into the Treasury of the City. The Contractor acknowledges that (i) the City does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.
D. Amendment: The Contractor acknowledges that the City is not obligated to execute an amendment to this Agreement for any further phase of work by the Contractor other than the work described in Exhibit A, and that any further phase of work performed by Contractor beyond that specifically described or without an amendment to this Agreement is performed at Contractor’s risk and without authorization under this Agreement.

4. TERMINATION:

A. Termination for Convenience of the City: The City Representative, upon giving twenty (20) calendar days written notice (unless a longer period is given), may terminate this Agreement, in whole or part, when it is in the best interest of the City as determined by the City Representative. Any unfinished portion of the work shall be faithfully and timely performed by the Contractor to the extent directed by the City Representative (in the City Representative’s discretion), and compensation for all such authorized Work performed shall be paid to the Contractor in accordance with this Agreement.

B. Termination for Cause: The City and the Contractor shall each have the right to terminate this Agreement, with cause, upon written notice to the other party. A termination shall be deemed “with cause” when it is based on a material breach of the covenants or a substantial default under this Agreement which has not been corrected or resolved to the satisfaction of the non-breaching or non-defaulting party within a reasonable time specified by the non-breaching or non-defaulting party in a written notice to the breaching or defaulting party. In addition, the City shall have the right to terminate this Agreement immediately for cause if the Contractor 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, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature, in connection with the Contractor’s business. Nothing herein shall be construed as giving the Contractor the right to continue performing work under this Agreement beyond the time when the City Representative notifies the Contractor that the Contractor’s work has become unsatisfactory to the City Representative and the City Representative is terminating the Agreement, except to the extent that the City Representative specifies certain work to be completed prior to terminating this Agreement.
B. **Compensation:** If this Agreement is terminated by the City for cause, the Contractor shall be compensated for all work satisfactorily completed and delivered to the City, and such compensation shall be limited to: (1) the sum of the amounts contained in invoices already submitted and approved by the City Representative and (2) the cost of any work which the City Representative authorizes in writing which the City Representative determines is needed to accomplish an orderly termination of the work. If this Agreement is terminated by the City without cause or by the Contractor with cause, the Contractor shall also be compensated for any reasonable costs the Contractor has actually incurred in performing authorized work hereunder prior to the date on which all work is terminated. Upon termination of this Agreement by the City, the Contractor shall have no claim of any kind whatsoever against the City by reason of such termination or by reason of any act incidental thereto, except for compensation for work satisfactorily performed as described herein.

C. **Product Delivery:** If this Agreement is terminated for any reason, the City shall take possession of all materials, equipment, tools and facilities owned by the City which the Contractor is using by whatever method the City deems expedient. The Contractor shall deliver to the City all drafts or other documents the Contractor has completed or partially completed under this Agreement, together with all other items, materials and documents which have been paid for by the City. These documents and materials shall be the property of the City. Copies of work product incomplete at the time of termination shall be marked “DRAFT-INCOMPLETE”.

5. **RIGHTS AND REMEDIES NOT WAIVED:** In no event shall any action or inaction, including any payments to the Contractor, by the Contractor 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 the Contractor, and the City’s action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to the City with respect to such breach or default. No assent, expressed or implied, to any breach or default shall be deemed or taken to be a waiver of any other breach or default.

6. **INDEPENDENT CONTRACTOR:** It is understood and agreed that the status of the Contractor shall be that of an independent contractor and an entity or person retained on a contractual basis to perform professional or technical services for limited periods of time as described in Section 9.1.1.E.x. of the Charter of the City. It is not intended, nor shall it be construed, that the Contractor or the Contractor’s employees, agents, or subcontractors are
employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code or for any purpose whatsoever. The Contractor is responsible for the operational management, errors and omissions of the Contractor’s employees, agents, and subcontractors. Without limiting the foregoing, the Contractor understands and acknowledges that the Contractor and the Contractor’s employees, agents and subcontractors: a) are not entitled to workers’ compensation benefits through the City; b) are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Contractor or some other entity besides the City; and c) are obligated to pay federal and state taxes on any monies earned pursuant to this Agreement. Furthermore, it is understood and agreed that nothing in this Agreement is intended, or shall be construed, to constitute a joint venture between the Parties.

7. **INSURANCE:**
   
   **A. General Conditions:** The Contractor 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. The Contractor 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 required policies is 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, the Contractor 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. The Contractor 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 Contractor. The Contractor 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:** The Contractor shall provide a copy of this Agreement to its insurance agent or broker. The Contractor may not commence services or work relating to the Agreement prior to placement of coverage. The Contractor 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 Contractor’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 and Business Auto Liability, the Contractor and subcontractor’s insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

D. **Waiver of Subrogation:** For Commercial General Liability, Business Automobile Liability, and Workers Compensation; the Contractor’s insurer shall waive subrogation rights against the City.

E. **Subcontractors:** All subcontractors (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 Contractor. The Contractor shall include all such subcontractors and as additional insured under its policies (with the exception of Workers’ Compensation) or shall ensure that all such subcontractors and maintain the required coverages. The Contractor agrees to provide proof of insurance for all such subcontractors upon request by the City.

F. **Workers’ Compensation/Employer’s Liability Insurance:** The Contractor 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. The Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this
Agreement, that none of the Contractor’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 the Contractor executes this Agreement.

G. Commercial General Liability: The Contractor shall maintain a Commercial General Liability insurance policy with limits of $1,000,000 for each claim made, $1,000,000 for each personal and advertising injury claim, $2,000,000 products and completed operations aggregate, and $2,000,000 policy aggregate.

H. Business Automobile Liability: The Contractor 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:

(i) That this Agreement is an Insured Contract under the policy;

(ii) Defense costs in excess of policy limits;

(iii) A severability of interests, separation of insureds or cross liability provision; and

(iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(2) For claims-made coverage, 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.

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

8. DEFENSE & INDEMNIFICATION:

A. The Contractor hereby agrees to defend, indemnify, and hold harmless the City, its appointed and elected officials, agents and employees 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 and until such Claims have been specifically determined by the trier of fact to be due to 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 the Contractor or its sub-Contractors or 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. The 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 an action has been filed in court on the Claim. The Contractor’s duty to defend and indemnify the City shall arise even if the City is the only party sued and/or it is alleged that the City’s negligence or willful misconduct was the sole cause of the alleged damages.

C. The 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. Such payments on behalf of the City shall be in addition to any other legal remedies available to 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 the Contractor under the terms of this indemnification obligation. The 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. **COLORADO GOVERNMENTAL IMMUNITY ACT:** The Parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S.

10. **PERMITS, LICENSES, TAXES, CHARGES AND PENALTIES:** The Contractor agrees to pay promptly all taxes, excises, license fees, and permit fees of whatever
nature applicable to its operations or activities under this Agreement, and to take out and keep current all required licenses or permits (federal, state, or local) required for the conduct of its business hereunder, and further agrees not to permit any of said taxes, excises or license or permit fees to become delinquent. The Contractor further agrees to pay promptly when due all bills, debts and obligations incurred by it in connection with its operations and the performance of this Agreement and not to permit the same to become delinquent. The City shall not be liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts which the City may be required to pay under § 20-107 to § 20-115, D.R.M.C. The City is a tax exempt entity.

11. **EXAMINATION OF RECORDS:** The Contractor agrees that any duly authorized representative of the City, including the City Auditor, shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any books, documents, papers and records of the Contractor, involving transactions related to this Agreement.

12. **ASSIGNMENT & SUBCONTRACT:** Unless otherwise expressly provided in this Agreement, the Contractor covenants and agrees that the Contractor will not assign, transfer or subcontract the Contractor’s rights and obligations hereunder without first obtaining the written consent of the City Representative. Any assignment or subcontract approved by the City Representative may require new or extended insurance being provided by the Contractor or the Contractor’s assignee or subcontractor, as specified in the City Representative’s written consent. Any attempt by the Contractor to assign, transfer or subcontract the Contractor’s rights and obligations hereunder without such prior written consent of the City Representative may, at the option of said City Representative, terminate this Agreement and all rights of the Contractor hereunder. Such consent may be granted or denied at the sole and absolute discretion of said City Representative.

13. **NO THIRD PARTY BENEFICIARY:** The Parties understand and expressly 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 Parties. Nothing contained in this Agreement shall give or allow any such claim or right of action by any third person. It is the express intention of the Parties that any person other than the City or the Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
14. **NO AUTHORITY TO BIND CITY TO CONTRACTS:** The Contractor has no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City must be executed by the City, as required by Charter and ordinance.

15. **INTEGRATION & AMENDMENTS:** This Agreement, including the exhibits and attachments hereto (each of which is specifically incorporated herein), is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other modification hereto shall have any force or effect, unless embodied in this Agreement in writing. No subsequent novation, renewal, addition, deletion, or other modification shall have any force of effect unless embodied in a written amendment to this Agreement properly executed by the Parties. Any oral representation by any officer or employee of the City at variance with terms and conditions of this Agreement or any written amendment to this Agreement shall not have any force or effect nor bind the City.

16. **SEVERABILITY:** The Parties agree that if any provision of this Agreement or any portion thereof is held by a court of competent jurisdiction to be invalid, illegal, unenforceable, or in conflict with any law, except for the provisions of the Agreement requiring prior appropriation of funds and limiting the total amount payable by the City, the validity of the remaining portions or provisions shall 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; and the Contractor shall not hire, or contract for services with, any employee or officer of the City in violation of the City’s Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

   **B.** The Contractor shall not engage in any transaction, activity or conduct which would result in a conflict of interest under this Agreement. The Contractor represents that the Contractor has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor’s own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The legislative agenda, priorities, actions, and needs of the City shall take precedence over any other obligations (contractual or otherwise, direct or indirect) of the Contractor. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this
Agreement in the event such a conflict exists after the City has given the Contractor written notice which describes the conflict.

18. **NOTICES:** Notices concerning the termination of this Agreement, notices of alleged or actual violations of the terms or conditions of this Agreement, and other notices of similar importance, including changes to the persons to be notified or their addresses, shall be made:

By City to:____________________
____________________
____________________

By Contractor to: ______________________
____________________
____________________

All notices shall be in writing and provided by either personal delivery, certified mail, return receipt requested, or overnight courier. All notices are effective upon personal delivery or upon placing in the United States mail or with the courier service.

19. **DISPUTES:** All disputes of whatsoever nature between the City and the Contractor regarding this Agreement shall be resolved by administrative hearings pursuant to the procedure established by Denver Revised Municipal Code (“D.R.M.C.”), § 56-106(b), *et seq.* For the purposes of that procedure, the City official rendering a final determination shall be the City Representative.

20. **GOVERNING LAW; COMPLIANCE WITH LAW; VENUE:**

A. **Governing Law:** This Agreement shall be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter and Revised Municipal Code of the City and County of Denver, and the ordinances, regulations and Executive Orders enacted and/or promulgated pursuant thereto, including any amendments. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this reference.

B. **Compliance with Law:** The Contractor shall perform or cause to be performed all services and Work under this Agreement in full compliance with all applicable
laws, ordinances, codes, rules, regulations and executive orders of the United States of America, the State of Colorado, and the City and County of Denver.

C. **Venue:** Venue for any legal action relating to this Agreement shall lie in the District Court in and for the City and County of Denver.

21. **NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of Work under this Agreement, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

22. **SMALL BUSINESS ENTERPRISES:** The Contractor shall make a good faith effort to utilize qualified and available Small Business Enterprises (SBE) to the extent required by § 28-205, et seq., D.R.M.C.

23. **PREVAILING WAGES:** Employees of the Contractor or the Contractor’s subcontractors are subject to the payment of prevailing wages pursuant to § 20-76, D.R.M.C., depending upon the nature of their work. By executing this Agreement, the Contractor covenants and affirms that the Contractor is familiar with the prevailing wages provisions and is prepared to pay or cause to be paid prevailing wages required by the scope of work of the Contractor or the Contractor’s subcontractors.

24. **USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** The Contractor shall cooperate and comply with the provisions of Executive Order 94 concerning the use, possession or sale of alcohol or drugs. Violation of this provision or refusal to cooperate with implementation of the policy can result in the City barring the Contractor from City facilities or participating in City operations.

25. **proprietary or confidential information; open records:**

   A. **City Information:** The Contractor acknowledges and accepts that, in performance of all Work under the terms of this Agreement, the Contractor 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 confidential information may be damaging to the City or third parties. The Contractor agrees that all proprietary data or confidential information provided or otherwise disclosed by the City to the Contractor shall be held in confidence and
used only in the performance of the Contractor’s obligations under this Agreement. The Contractor shall exercise the same standard of care to protect such proprietary data and confidential information as a reasonably prudent Contractor would to protect the Contractor’s own proprietary data or confidential information. Proprietary data and confidential information shall include, but not limited to, any materials or information which is designated or marked “Proprietary” or “Confidential” by the City or its agents, provided to or made available to the Contractor by the City subject to a confidentiality agreement or notice of confidentiality, or used by the City under a licensing agreement or other authorization by the owner of the materials or information. Proprietary data and confidential information may be in hardcopy, printed, digital or electronic format.

(1) **Use of Proprietary Data or Confidential Information:** Except as expressly provided by the terms of this Agreement and subject to written permission of the City Representative, the Contractor agrees that the Contractor shall not disclose, disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available the proprietary data or confidential information, or any part thereof, or any repackaged form of the proprietary data or confidential information, or any part thereof, to any other person, party or entity in any form or media for any purpose other than performing the Contractor’s obligations under this Agreement. The Contractor further acknowledges that by providing this proprietary data or confidential information, the City is not granting to the Contractor any right or license to use such data or information except as provided in this Agreement.

The Contractor agrees that any ideas, concepts, knowledge, computer programs, or data processing techniques developed by the Contractor or provided by the City in connection with this Agreement, including any proprietary data or any confidential information, shall be deemed to be the sole property of the City and all rights, including copyright, shall be reserved to the City. The Contractor agrees, with respect to the proprietary data and confidential information, that: (1) the Contractor shall not copy, recreate, reverse, engineer or decompile such data, in whole or in part, unless authorized in writing by the City Representative; (2) the Contractor shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data or information; (3) the Contractor shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify
destruction) or return all such data or information or work products incorporating such data or information to the City.

(2) **Employees and Subcontractors:** The Contractor shall inform the Contractor’s employees and officers of the obligations under this Agreement, and all requirements and obligations of the Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement. The Contractor shall not disclose proprietary data or confidential information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.

(3) **Disclaimer:** Notwithstanding any other provision of this Agreement, the City is furnishing proprietary data and confidential information on an “as is” basis, without any support whatsoever, and without representation, warranty or guarantee, including but not in any manner limited to, fitness, merchantability or the accuracy and completeness of the proprietary data or confidential information. The Contractor is hereby advised to verify the Contractor’s Work performed in reliance upon the proprietary data or confidential information. The City assumes no liability for any errors or omissions herein. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, the Contractor agrees to contact the City immediately.

B. **Contractor’s Information:** The Parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act, § 24-72-201, *et seq.*, C.R.S., and that in the event of a request to the City for disclosure of such information, the City shall advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of the Contractor’s proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees to intervene in such lawsuit to protect and assert the Contractor’s claims of privilege and against disclosure of such material or waive the same. The Contractor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of the Contractor’s intervention to protect and
assert the Contractor’s claim of privilege against disclosure under this subsection including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

26. **INTELLECTUAL PROPERTY RIGHTS**: The Parties intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, music, sketches, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final forms and on any media whatsoever (collectively, “Materials”), shall belong to the City. The Contractor shall disclose all such Materials to the City. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, et seq., the Materials are a “work made for hire” and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a “work made for hire,” the Contractor hereby 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 copyright, patent, trademark and other intellectual property rights in perpetuity.

27. **SOFTWARE PIRACY PROHIBITION**: The Contractor shall perform no work under this Agreement that results in or from the acquisition, operation, maintenance, or use of computer software in violation of United States copyright laws or applicable licensing restrictions. The Contractor hereby covenants and agrees that, for the term of this Agreement and any extensions, the Contractor has in place appropriate systems and controls to prevent such violations of federal law and licensing restrictions. If the City determines that the Contractor is in violation of this provision, the City may exercise any remedy available at law or equity or under this Agreement, including immediate termination of the Agreement and any remedy consistent with United States copyright laws or applicable licensing restrictions. The indemnification provision of this Agreement shall be applicable to any such violations by the Contractor.

28. **NO EMPLOYMENT OF ILLEGAL ALIENS**.
   A. The Agreement is subject to Article 17.5 of Title 8, Colorado Revised Statutes, and as amended hereafter (the “Certification Statute”) and the Contractor is liable for any violations as provided in the Certification Statute.
B. The Contractor 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 either the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., or the employment verification program established by the Colorado Department of Labor and Employment under § 8-17.5-102(5)(c), C.R.S. (the “Department Program”), to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

C. The Contractor 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 sub-Contractor or subcontractor that fails to certify to the Contractor 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 or the Department Program.

4) It is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement.

5) If it obtains actual knowledge that a sub-Contractor or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such sub-Contractor or subcontractor and the City within three days. The Contractor will also then terminate such sub-Contractor or subcontractor if within three days after such notice the sub-Contractor or subcontractor does not stop employing or contracting with the illegal alien, unless during such three day period the sub-Contractor or subcontractor provides information to establish that the sub-Contractor 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.
D. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor 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 Contractor 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 Contractor from submitting bids or proposals for future contracts with the City.

29. **LEGAL AUTHORITY:** The Contractor assures and guarantees that the Contractor possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement.

   The person or persons signing and executing this Agreement on behalf of the Contractor, do hereby warrant and guarantee that he/she or they have been fully authorized by the Contractor to execute this Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions herein set forth.

   The City shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either the Contractor or the person(s) signing the Agreement to enter into this Agreement.

30. **NO CONSTRUCTION AGAINST DRAFTING PARTY:** The Parties acknowledge that each of them and their respective counsel have had the opportunity to review this Agreement and that this Agreement shall not be construed against any party merely because this Agreement or any of its provisions have been prepared by a particular party.

31. **SURVIVAL OF CERTAIN PROVISIONS:** The Parties understand and agree that all terms and conditions of this Agreement, together with the exhibits and attachments hereto, which, by reasonable implication, contemplate continued performance or compliance beyond the expiration or earlier termination of this Agreement, shall survive such expiration or termination and shall continue to be enforceable as provided herein. Without limiting the generality of the foregoing, the Contractor’s obligations for the provision of insurance and to indemnify the City shall 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.
32. **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.

33. **TIME IS OF THE ESSENCE:** The Parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

34. **PARAGRAPH HEADINGS:** The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

35. **CITY EXECUTION OF AGREEMENT:** This Agreement shall not be or become effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver.

36. **COUNTERPARTS OF THIS AGREEMENT:** This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.

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

*(SIGNATURE PAGES TO FOLLOW)*
# VENDOR INFORMATION

<table>
<thead>
<tr>
<th>Vendor Information</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Tell us where the vendor will provide?</td>
<td>☐ Rent ☐ Medical Service 06 ☒ Non-Employee Compensation 07 ☐ Attorney 14</td>
</tr>
<tr>
<td>Business Name</td>
<td></td>
</tr>
<tr>
<td>Business Address</td>
<td></td>
</tr>
<tr>
<td>City, State Zip</td>
<td></td>
</tr>
<tr>
<td>Order Address (If different from above)</td>
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</tr>
<tr>
<td>City, State, Zip</td>
<td></td>
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<tr>
<td>Remittance Name</td>
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<tr>
<td>Remittance Address</td>
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<tr>
<td>City, State, Zip</td>
<td></td>
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<tr>
<td><strong>Vendor Entity Type (check one)</strong></td>
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</tr>
<tr>
<td>☐ Individual ☐ LLP/LLC</td>
<td></td>
</tr>
<tr>
<td>☐ Partnership ☐ Sole Proprietor</td>
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<tr>
<td>☐ Corporation ☐ Government</td>
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<tr>
<td>☐ Exempt/Non-Profit ☐ Employee</td>
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</tbody>
</table>
**REQUEST FOR TAXPAYER IDENTIFICATION NUMBER (TIN) VERIFICATION**

For Auditor's Office Use Only

Vendor #: Do NOT send to the IRS

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

### PLEASE PRINT OR TYPE INFORMATION

| **Legal Name** (Do NOT enter the Business name of a sole proprietorship on this line.) |
| **Trade Name** (Complete only if doing business as – DBA.) |
| **Official Business/Mailing Address** (Include City, State and Zip code.) |

Check this box if you are either an attorney or a law firm. □

Check this box if you are a medical service provider. □

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

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

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

- **Individual**
  - SSN

- **General Partnership**
  - EIN

- **Corporation**
  - EIN

- **S-Corporation**
  - EIN

- **LLC**
  - EIN

- ** LLP**
  - EIN

- **Government Entity**
  - EIN

- **Exempt or Non-Profit Organization**
  - EIN

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

### CERTIFICATION

Under penalties of perjury, I certify that:

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

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

<table>
<thead>
<tr>
<th>Name (print or type)</th>
<th>Title (print or type)</th>
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Signature __________________________ Date __________ Telephone __________________________

[Form completion details and signatures]

[Form completion details and signatures]