Strengthening Families through Community Partnerships
Request for Applications
Notice of Request for Applications
City and County of Denver
Denver Human Services Child Welfare Division
Strengthening Families through Community Partnerships RFA

Denver, Colorado April 8, 2019

The City and County of Denver through the Child Welfare Division under Denver Human Services (DHS) is seeking applications from qualified agencies and organizations to partner with the Child Welfare Division to promote family strengths by hosting activities throughout the year.

Parties interested in applying are required to follow the guidelines and instructions contained in this RFA.

The RFA packet may be obtained electronically on or after April 1st, 2019 by visiting “Current Bidding Opportunities” at: http://www.denvergov.org/content/denvergov/en/denver-human-services/doing-business-with-dhs/current-bidding-opportunities.html

If you are unable to download the RFA packet, please contact Contracting Services at 720-944-2233 to pick up a packet at Denver Human Services between the hours of 9 a.m. and 4 p.m., Monday-Friday.

This RFA is open-ended and will remain in effect until rescinded. Applications will be accepted on an ongoing basis until further notice.

Please submit Application Certification Form and attachments to the attention of:

<table>
<thead>
<tr>
<th>For information or any questions related to this RFA please contact:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vincent Rivera, Contract Administrator</td>
</tr>
<tr>
<td>Denver Human Services</td>
</tr>
<tr>
<td>1200 Federal Blvd.</td>
</tr>
<tr>
<td>Denver, CO 80204</td>
</tr>
<tr>
<td>Phone: 720-944-2134</td>
</tr>
<tr>
<td>Fax: 720-944-2224</td>
</tr>
<tr>
<td>E-mail: <a href="mailto:Vincent.Rivera2@Denvergov.org">Vincent.Rivera2@Denvergov.org</a></td>
</tr>
</tbody>
</table>

Released 4/8/2019
Only applicants that meet the minimum qualifications as set forth in the complete Request for Applications packet will be evaluated. All interested individuals, organizations, firms, or other entities, whether for-profit or not-for-profit are invited to apply in accordance with the terms and conditions stated in this Request for Application. The Executive Director reserves the right, at his/her sole discretion, to reject any or all applications and to waive informalities and minor irregularities in responses received and to accept any portion or all items proposed if deemed in the best interest of the City and County of Denver.
This Request for Application package is divided into two parts.

Part I contains general information and instructions necessary for submission of an application to the City and County of Denver. Timelines of the RFA will be included in this section.

Part II contains information regarding the scope of services to be provided, any general specifications, and documents specific to this solicitation to be completed and submitted as part of a response. Evaluation criteria will be included in this section.
PART I
INSTRUCTIONS FOR SUBMITTING APPLICATIONS

To be considered, all applications must be submitted in accordance with these instructions.

Note: the following are general instructions for submitting applications. Additional and/or conflicting instructions outlined in Part II (General Specifications) of this Request for Applications (RFA) may supersede these instructions.

1. ISSUING OFFICE

This RFA is issued for the City and County of Denver by the DHS Child Welfare Division, Denver Human Services (DHS), 1200 Federal Boulevard, Denver, Colorado 80204.

2. PURPOSE

This RFA is designed to provide qualified applicants sufficient information to prepare and submit an application.

3. SCOPE

This RFA contains the instructions for submitting an application, the information to be included in the response, and any mandatory requirements which must be met for the applicant to be eligible for consideration.

4. WHO SHOULD RESPOND

All interested applicants, who have the capability to meet the specifications, are invited to submit an application in accordance with the specification, procedures, dates, and times as set forth herein. Applications will be accepted from public, private non-profit, or private for-profit firms, which meet at least one (1) of the following criteria:

- Governmental entity
- Corporation, LLP, LLC or other firm located, registered, and in good standing in the State of Colorado
- Foreign corporation, LLP, LLC, or other firm registered with the Colorado Secretary of State and in good standing

Prior to awarding, private corporations, LLPs, LLCs, and other firms must be registered with the State as either Colorado or foreign entities and must be in good standing. Proof of such standing is required prior to an award being made.

5. INQUIRIES

Applicants may present questions concerning this RFA to the contact person specified below in this RFA. Any such inquiries must be submitted by e-mail to Vincent Rivera; Vincent.Rivera2@denvergov.org or in writing and faxed to 720-944-2224. Questions must be typed or printed clearly, and include the applicant’s name, telephone number, e-mail address and the name of the organization(s) being represented. Questions will be answered and submitted to all applicants and posted at “current bidding opportunities” at:

Ordinarily questions will be answered within two working days of the submission.

6. **ADDENDUM TO REQUEST FOR APPLICATIONS**

   If it becomes necessary to revise any part of this RFA, an appropriate addendum will be issued by the City. The City may re-publish, at its sole discretion, any such addendum.

7. **APPLICATION SUBMISSION**

   This Request for Application is open-ended and will remain in effect until rescinded. Applications will be accepted on an ongoing basis until further notice.

   Applicants mailing their submissions can submit them to:

   Denver Human Services
   Contracting Administration
   Attention: Vincent Rivera, Contracting Services
   1200 Federal Blvd., 4th floor
   Denver, CO 80204-3221

   Or by email @ Vincent.Rivera2@DenverGov.Org

8. **REJECTION OF APPLICATION**

   The Executive Director reserves the right, at his/her sole discretion, to reject any or all applications and to waive informalities and minor irregularities in applications received and to accept any portion or all items proposed if deemed in the best interest of the City and County of Denver.

9. **INCURRING COSTS**

   Expenses for developing an application are entirely the responsibility of the applicant, and the City shall not be liable in any manner for any costs incurred regarding the preparation, submittal, or subsequent negotiation.

10. **NO ARREARAGES/NO DEFAULTS**

    No application 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, contract term, condition or requirement as may be provided for or required in any City contract, or that may be deemed irresponsible or unreliable by the City. Applicant may be required to submit satisfactory evidence that applicant has the necessary financial resources to perform and complete the work outlined in the application.

11. **RFA CLOSING DATE**

    This Request for Application is open-ended and will remain in effect until rescinded. Applications will be accepted on an ongoing basis until further notice.
12. INSURANCE

To comply with the terms and conditions of a contract agreement between your agency and the City and County of Denver (if required), the successful applicant will be required to have a current and valid insurance policy in effect that complies with Mayoral Executive Orders, Denver Charter, Denver Revised Municipal Code and other City requirements. Proof of insurance is a major aspect of contract compliance.

Upon review and approval of your organization’s application, your primary contact will be contracted by a representative of DHS to inform you if your application was accepted and how DHS intends to pay for the work as discussed in section 22.

Until this happens, it will not be necessary to submit a Certificate of Insurance or complete Attachment 5 along with your application.

All successful applicants will be required, at their own expense, to secure and deliver within a specified timeframe to the City a current Certificate of Insurance (COI) showing coverage for all required insurance in hard copy prior to the initiation and execution of any contractual agreement. See Attachment 4-Insurance Information and Sample Certificate of Insurance Form. The successful applicant will be required to provide proof that the insurance is current and will be kept in force at all times during the term of the contract as well as to sign and submit Attachment 5-Compliance with Contract and Insurance Certification Form. This acknowledges an understanding of insurance requirements and must be submitted with the application along with any current insurance verification.

13. EXECUTIVE ORDER 101 DIVERSITY AND INCLUSIVENESS PROVISIONS IN CITY SOLICITATIONS

Executive Order 101 establishes strategies for the City and County of Denver to use diversity and inclusiveness to promote economic development in the City and to encourage more businesses to compete for contracts and procurements awarded by the City.

Please use the following link to complete the diversity and inclusiveness requirements for this solicitation:


All applications that do not complete Executive Order 101 Diversity and Inclusiveness in City Solicitations Information Request Form, located at the link above, prior to this RFA submission will be rejected.

Applicants must complete the online form even if they believe it is not applicable. If it is not applicable, it will not affect the application review. Upon completion, a confirmation form will be provided and must be included in the application packet. Applications will not be considered without it. The following answers must be included in the completed online form:

- Email Address of the department facilitating this solicitation for the City and County of Denver: DHS_Contracting_Services@denvergov.org
- City Agency that is facilitating this solicitation: Denver Human Services
14. CONFLICT OF INTEREST

No official, officer, or employee of the City shall have any personal or beneficial interest whatsoever relating to the services, agency, or business proposed within this RFA. The applicant agrees not to hire or contract for services with any official, officer, or employee of the City or any other person in any manner, which would be in violation of the Denver Revised Municipal Code Chapter 2, Article IV, Code of Ethics, or Denver City Charter 1.2.9, and 1.2.12.

15. PARENT COMPANY/ FISCAL AGENT

If an applicant is owned or controlled by a parent company, or utilizes a fiscal agent, the name, main office address and parent company’s/fiscal agent’s tax identification number shall be provided in the application.

16. NON-DISCRIMINATION

Applicant shall comply with all City, State and Federal laws, rules, and regulations involving non-discrimination based on race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity, gender expression, marital status or physical or mental disability.

17. APPLICATION DISPOSITION/APPLICATION OPEN RECORD

All applications and the materials attached thereto submitted in response to this RFA, 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 all information, concepts and data contained therein. Any portions of the application that the applicant deems confidential shall be clearly marked as such. An
entire application marked “confidential” or “proprietary information” will be declared non-responsive.

If a request to inspect the application, or any portion thereof, is made by a third party, the City will endeavor to treat all materials requested to be kept confidential and non-disclosable to the extent provided by the Colorado Open Records Act, C.R.S. § 24-72-201, et. seq. The applicant understands that the City may be subject to the provisions of such Act together with the Uniform Trade Secrets Act. The City will try to endeavor to inform the applicant 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 the applicant requests that such information be held confidential and not disclosed by the City, the applicant 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.

18. COMPLIANCE WITH FEDERAL, STATE, AND CITY LAWS

The applicant agrees to comply with all Federal, State, and local laws and regulations applicable to the funding source authorizing any program or activity funded through this RFA (e.g. Title VI of The Civil Rights Act of 1964, and Limited English Proficiency Requirements) and with all laws, policies, procedures, ordinances, and regulations of the City and County of Denver.

19. PROHIBITION AGAINST EMPLOYMENT OF UNDOCUMENTED WORKERS TO PERFORM WORK UNDER THIS AGREEMENT

The successful applicant is prohibited from knowingly employing or contracting with undocumented workers to perform services pursuant to this application. Applicant shall execute a certification to that effect at the time of entering into a contract (if required) with the City.

The applicant will not enter into a contract with a subcontractor that knowingly employs or contracts with an undocumented worker or that fails to certify to the successful applicant that it does not knowingly employ or contract with undocumented workers to perform work on this application.

If the applicant executes a contract with the City and fails to abide by these prohibitions, the City may terminate the contract, and the applicant will be liable for actual and consequential damages to the City and costs.

20. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Federal law implementing Executive Order 12549 requires that each prospective applicant certify that it and its principals are not: debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal or state or local) transaction or contract under a public transaction; or in violation of federal or state antitrust statutes or are indicted for or otherwise criminally or civilly charged with a commission of embezzlement, theft,
forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

This form is attached to this RFA as Attachment 3 and is also available in an electronic format. If you desire an electronic copy, please request the form be sent to you by email. Complete the form and include it with your application in hard copy.

21. SELECTION OF CONTRACTOR(S): EVALUATION PROCESS

A. REVIEW

All applications that have passed a technical review for completeness will be reviewed by the program administrators for qualifications and responsiveness to all specifications as outlined in the RFA.

Successful applicants may be required to contract through the City’s contract process.

B. DISQUALIFICATION

Failure by an applicant to provide all information requested in the RFA may result in disqualification of the application.

C. GENERAL EVALUATION CRITERIA

Information submitted by the applicant should be in the order outlined in the RFA specifications. Applications will be evaluated according to the following eligibility criteria:

- The Organization must support one or more communities within the City and County of Denver.
- The event must take place inside the city and county of Denver during 2019.
- The event must be directed towards parents and caretakers and capture, educate, provide awareness or support for one or more of the *Five Protective Factors*:
  - Parental Resilience
  - Knowledge of Parenting and Child Development
  - Concrete Support in Times of Need
  - Social and Emotional Competence of Children
  - Social Connections

22. TERMS OF PAYMENT

Upon the review and approval of your organization’s application, and funds have been requested, DHS will reach out to the contact person listed on the application and provide guidance related to how the reimbursement process will function specifically for your organization’s request. Below are some examples and information related to possible reimbursement methods that could be used to support your organization’s request. Regardless of the method selected to support your organization’s request, all requests will function on a reimbursement basis only. I.E. the activity or service must occur prior to payment being issued to the applicant at amount equal to what was spent to support the activity. DHS will not issue payments or purchase items or
services prior to the activity or service actually taking place. For Official Functions: approval from the Division Expending Authority and completion of a DHS official function form will be required preferably 30 days prior to the event taking place.

*Please note that not all requests are required to center around funding being provided by DHS to support an organization’s request. DHS can also provide support to your event in the form of our presence or materials for example.

**Contractual Agreement:**

Funds are to be distributed to the successful applicant on a reimbursement basis only. Billings submitted for reimbursement must be accompanied by adequate documentation. All costs must be supported by properly executed payrolls, time sheets, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. The successful applicant will be required to submit billings using designated DHS forms. These forms are due by the 15th day following the month in which services were rendered. Only those budget items approved in the final contract will be reimbursed. Each billing shall include, but not be limited to, documentation and/or reports as required to support appropriate program expenses. Please refer to Attachment 7 for some examples of the items mentioned above.

**Requisition to Purchase Order:**

Purchase orders define the commitments from the City and Vendor regarding a purchase. It gives the specifications of the good and the payment terms. They may be used for goods or services related to a good. They may be used for a service if approved by DHS CFO. A purchase order requires a Purchase Request Form signed by Division Expending Authority with the amount that the vendor is requesting. The requisition will be reviewed by General Services Purchasing Division prior to becoming a Purchase Order. General Purchasing will send the Purchase Order number to the vendor and the Requisition Enterer. The vendor must use the Purchase Order number when invoice DHS.

**Pcard/Tcard:**

Procurement cards are Authorized by the Department of General Services, Purchasing Division. This method of procurement functions as a credit card that can be used by an authorized DHS representative. They are primarily used for purchases under $2,000. Approval to purchase from the Division Expending Authority is required prior to utilization. The Purchase card holder will provide documents showing items received, third party signatures, receipts or packing slips. Cards cannot be utilized to purchase a service unless outlined in Pcard Allowed Services. Client Information must be redacted from backup documentation. Split purchases are not allowed. All documentation will be entered into Workday by the Pcard holder.

**Supplier Invoice Request:**

This method of procurement is used for the purchase of goods or certain services that cannot be negotiated. This method would be utilized for a one-time payment, typically not a service. Completion of an Imprest Check Request form, receipt/proof of expense and expending authority approval are required. The Imprest Check Request form must
be filled out by the Division Representative and submitted to DHS Accounts Payable. Receipts must be attached. If a receipt is lost the vendor must provide a duplicate form or submit a Substitute Receipt form. DHS accounts payable will enter all information into Workday.

23. RFA CANCELLATION

The City and County of Denver reserves the right, at its sole discretion, to cancel this RFA in whole or in part, if it is in the best interest of the City and County of Denver.

24. CONTRACTING PROCEDURES (IF CONTRACT REQUIRED)

The successful applicant will be required to execute a contract with the City. The City reserves the right to contemporaneously negotiate the final terms of the proposed contract with one or more of the highest rated responsive applicants. If the City is unable to reach an agreement as to final contract terms with any selected applicant, the City expressly reserves the right to terminate negotiations and enter into contract negotiations with one or more of the other finalists.

All contracts will be executed in accordance with the City and County of Denver contract administration process. Services and payment may commence upon the complete execution of the signed contract between the successful applicant and the City.

25. APPLICATION FORMAT INFORMATION

This RFA is designed to allow each applicant to highlight the services it intends to provide. To facilitate an effective evaluation process, applicants are instructed to utilize the following format in preparing an application.

- 2019 Strengthening Families through Community Partnership Application Certification Form.
- All acronyms must be defined.
BACKGROUND

The Prevention Services program at Denver Human Services is dedicated to creating a safe space where we partner with communities to promote family strengths by helping to support activities and events throughout the year. These activities and events should create awareness of ways to prevent child abuse and neglect from occurring, by building stronger families and aiding in resiliency. We are currently seeking applications from any Denver area organization planning a related activity or an event that will serve community residents.

*Please note that not all requests are required to center around funding being provided by DHS to support an organization’s request. DHS can also provide support to your event in the form of our presence or materials for example. Please utilize Attachment 1 to specifically detail the type of support that DHS can provide to your activity /event.*

SCOPE OF WORK

**To be eligible:**

1. The Organization must support one or more communities within the City and County of Denver.
2. The event must take place inside the City and County of Denver.
3. The event must be directed towards parents and caretakers and capture, educate, provide awareness or support for one or more of the **Five Protective Factors:**
   a. Parental Resilience
   b. Knowledge of Parenting and Child Development
   c. Concrete Support in Times of Need
   d. Social and Emotional Competence of Children
   e. Social Connections
4. Complete and submit all required information found within this solicitation, preferably, 30 days prior to your event.

**Examples of Activities You Could Host:**

**Note:** the following are examples and not an exhaustive list and some activities incorporate more than one Protective Factor.

1. Parental Resilience
   - A support group for parents/other caregivers
   - A workshop/speaker around self-care
   - Tips and discussion around how to manage stress
2. Social Connections
   - A community event that allows families to connect with each other
• Workshop/Training that includes building skills around reaching out to others, communicating and/or resolving conflict

3. Knowledge of Parenting/Child Development
• Education around parenting/child development, which could include a training, workshop, or resource table
• A training around discipline practices

4. Social/Emotional Competence of Children
• An activity for children around feelings and self esteem
• Information for parents around social/emotional development by age of the child

5. Concrete Supports in Time of Need
• Printed resources and/or a resource table at an event, with information on programs and benefits that can help children and families
• A workshop or training around where families can access help and support when in need

*Please utilize Attachment #1 to communicate with DHS regarding how we can best support your event.

*Please note that requests involving Alcoholic Beverages, Tobacco or Tobacco products, and/or marijuana products will not be considered.

APPLICATION AND ATTACHMENTS

The RFA packet is designed to provide sufficient information for applicants to prepare and submit a complete and responsive packet with the “Application Certification Form” and attachments. All responses should provide the following attachments:

A. Completed “2019 Strengthening Families through Community Partnership Application Certification Form” (Attachment 2); Note the
B. Certificate of Good Standing with Colorado Secretary of State.
C. Completed Certification Regarding Debarment, Suspension and Other Responsibility Matters
RFA ATTACHMENTS

1. 2019 Strengthening Families through Community Partnership Application Certification Form
2. Certification Regarding Debarment, Suspension and Other Responsibility Matters
3. Description of Required Insurance and Sample Certificate of Insurance Form (If Applicable)
4. Compliance with Contract and Insurance Certification Form (If Applicable)
5. Sample Invoicing Documents (If Applicable)
6. Sample Agreement (If Applicable)
Attachment #1

2019 Strengthening Families through Community Partnership Application Certification Form

(Please type or print)

Application date _______________________________________________________________
Must be at least 30 days prior to event

Event Date: ___________________________________________________________________
Name of Organization: __________________________________________________________
Address: _____________________________________________________________________
City: _____________________________________ State: _______________ Zip: ___________
Primary Point of Contact; Name: ________________________________________________
Contact Number: ______________________ Alternative Number: ______________________
Email Address: _________________________________________________________________
Event Title: __________________________________________________________________
Event Address: __________________________________________________________________

Total Dollar Value of support requested (if required): _________________________________
Applications requesting support valued at over $1500 will not be considered, please make
sure to itemize all expenses and provide a description of what they are specifically, how the
value is calculated and the benefit that they would provide to the overall event.

Application Narrative (not to exceed five pages in length):
Briefly describe the proposed Strengthening Families event/celebration for which you are
requesting support. We suggest 500 words or less, briefly the: who, what, when, where and
how of your application.
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS
INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this application, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency’s determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this application is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, application, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this application is being submitted for assistance in obtaining a copy of those regulations.

CERTIFICATION

(1) The prospective primary participant certifies to the best of knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public
(Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federally, State or local) with a commission of any of the offenses enumerated in paragraph (1) (b) or this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the Prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this application.

_________________________________________  __________________________________
Signature Principal Officer               Title

_________________________________________  __________________________________
Name of Agency               Date

_________________________________________
Address, City, State, Zip Code
Following are the insurance requirements that may need to be provided per the contract requirements. Please provide a copy of this information to your insurance agent or broker to insure you have complete and appropriate coverage. The agent should send only the Certificate of Insurance (COI) / ACORD form (see attached sample) with the evidence of the following items.

<table>
<thead>
<tr>
<th>Insurance Description</th>
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<tbody>
<tr>
<td>Commercial General Liability — $1,000,000 for each occurrence, $1,000,000 for each</td>
</tr>
<tr>
<td>personal and advertising injury claim, $2,000,000 products and completed operations</td>
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<tr>
<td>aggregate, and $2,000,000 policy aggregate.</td>
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<tr>
<td>Professional Liability — For applicants providing legal, medical, or mental health</td>
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<td>services directly, Professional Liability insurance will also be required. If this</td>
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<tr>
<td>service will be subcontracted out, this coverage must be carried by the subcontractor.</td>
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<tr>
<td>Contractor shall maintain limits of $1,000,000 for each claim and $2,000,000 aggregate</td>
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<tr>
<td>limit for all claims.</td>
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<tr>
<td>Business Automobile Liability — Maintain Business Automobile Liability with limits of</td>
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<tr>
<td>$1,000,000 combined single limit applicable to all owned, hired, and non-owned vehicles</td>
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<tr>
<td>used in performing services under this Agreement. Applicants who utilize personal autos</td>
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<td>for business use may request substitution of Business Automobile Liability with an</td>
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<td>adequate justification for the substitution and with provided proof of Personal</td>
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<tr>
<td>Automobile Liability with limits of $100,000 bodily injury per person; $300,000 bodily</td>
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<tr>
<td>injury per accident; $50,000 property damage for all vehicles used in performing</td>
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<tr>
<td>services under this Agreement. The personal automobile liability policy will include a</td>
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<td>business use endorsement.</td>
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<tr>
<td>Workers’ Compensation/Employer’s Liability Insurance - $100,000 per occurrence for</td>
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<tr>
<td>each bodily injury claim; $100,000 per occurrence for each bodily injury caused by</td>
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<tr>
<td>disease claim, and $500,000 aggregate for all bodily injuries caused by disease claim.</td>
</tr>
<tr>
<td>If applicant is exempt from the legal requirement to have Workers’ Compensation</td>
</tr>
<tr>
<td>Insurance and has in fact properly rejected Workers Compensation Insurance with the</td>
</tr>
<tr>
<td>Colorado Department of Labor and Employment (CDLE) as of the date of submission of</td>
</tr>
<tr>
<td>its application to this RFA, then applicant will provide with its application proof of</td>
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<td>approval of rejection by CDLE.</td>
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In addition to the types of insurance, the Certificate must show:

1. The City and County of Denver Human Services listed as the Certificate Holder in the  |
   box at the lower left corner. In the lower right-hand box, it should be noted and include |
   a 30-day written notice of cancellation and 10 days’ notice for nonpayment of premium. |

2. In the description/endorsement box, the following is to be the only wording included:  |
“The City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured” with regards to XXXXX (insert the appropriate policies only such as “commercial general liability policy and the business auto liability policy”).

To remain compliant to the terms & conditions of the contract agreement, please have your agent or broker provide proof that the insurance for this agreement (COI/ACORD) is updated and that there is no lapse in coverage of required insurance.
**The “Description” box must only contain the wording: “The City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured” with regards to the appropriate policies only. QUALIFYING LANGUAGE SUCH AS “SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY” CAN NOT BE INCLUDED.**
Attachment 5

COMPLIANCE WITH CONTRACT AND INSURANCE CERTIFICATION FORM
CITY AND COUNTY OF DENVER
DENVER HUMAN SERVICES
2019 Strengthening Families through Community Partnership Application

I, on behalf of the applicant identified below, hereby certify that I have submitted and provided a Certificate of Insurance with this application that shows evidence of the insurance required as described in the Description of Required Insurance within this RFA and as stated in the Sample Certificate of Insurance (Attachment #) and the Sample Agreement (Attachment #).

Initials __________ Date __________

I further hereby certify that I have read a copy of the sample contract attached to the RFA and understand the terms and provisions contained in that contract and it is the applicant’s intent to comply with each and every term and provision contained in the sample contract and propose no modifications to the sample contract except as follows (There will be NO modifications to insurance provisions except in regard to the waiver of Workers’ Compensation for sole proprietors and personal auto in place of business auto for those who use personal autos for business use):

1) __________________________________________________________________________

2) __________________________________________________________________________

3) __________________________________________________________________________

I understand that the modification stated above, if any, are offered for discussion purposes only and that the City and County of Denver reserves the right to accept, reject, or further negotiate all proposed modifications to the sample contract.

Initials __________ Date __________

Applicant Name: _______________________________________________________________

Program Name (if applicable): ____________________________________________________

Authorized Signature: ____________________________________________ Date: __________

Name (please print): ____________________________________________ Title: __________
AGREEMENT

THIS AGREEMENT is made between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado (the “City”) and ______________________________, a ______________, with an address of ________________________________ (“Contractor”) (collectively the “Parties”).

1. **COORDINATION AND LIAISON:** The Contractor shall fully coordinate all services under the Agreement with the Executive Director of Human Services (the “Executive Director” and the “Agency”, respectively) or, the Executive Director’s Designee.

2. **WORK TO BE PERFORMED:**

   A. The City, acting by and through the Agency, has received federal funds from the State of Colorado for child welfare programs and services. As the Executive Director directs, the Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth on Exhibit A, the Scope of Work, to the City’s satisfaction. A copy of Exhibit A is attached to this Agreement and is incorporated into the Agreement by this reference.

   B. The Contractor is ready, willing, and able to provide the services required by this Agreement.

   C. The Contractor 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 _________, 2019 and will expire on December 31, 2019 (the “Term”). Subject to the Executive Director’s prior written authorization, Contractor shall complete any work in progress as of the expiration date, and the Term 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 Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement an amount not
to exceed the line item amounts set forth in the budget in Exhibit A. Amounts billed may not exceed the line item amounts set forth in Exhibit A. If applicable, Contractor certifies the budget line items in Exhibit A contain reasonable allowable direct costs and allocable indirect costs in accordance with 2 C.F.R., Subpart E.

B. Reimbursable Expenses: There are no reimbursable expenses allowed under the Agreement. All Contractor’s expenses are contained in the budget in Exhibit A.

C. Invoices: Funds will be disbursed in appropriate monthly increments, upon receipt and approval of Contractor’s monthly invoices and any City required budget documents or reports. Contractor’s invoices will include all appropriate supporting documentation which may be pertinent considering the nature of the services performed or expenses incurred under this Agreement. Contractor’s invoices will reflect in detail the services performed within the period for which the payment is requested and will address all completed project outcomes. Contractor’s invoices must identify reasonable allowable direct costs and allocable indirect costs incurred in accordance with the budgeted categories and amounts contained in Exhibit A. Funds payable by the City hereunder shall be distributed to Contractor on a reimbursement basis only for work performed and costs incurred during the prior month. Invoices submitted for payment must be received by the Agency on or before the fifteenth (15th) day of the month after the month for which reimbursement is being sought. Invoices submitted for services rendered that are submitted after such deadline are untimely and must be submitted separately to be considered for payment. Payment for such late-submitted invoices shall be made only upon a showing of good cause for the late submission.

Each invoice requesting payment under this Agreement will contain the following certification, signed by an official who is authorized to legally bind Contractor, which reads as follows, “By signing this report, I certify to the best of my knowledge and belief that this invoice is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of an applicable Federal award or the Federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Public Law 104-193. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.” (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

D. Budget Modifications. Budget line items may only be modified in accordance with Budget Modification Policy No. 1703-495. Notwithstanding the preceding sentence, each modification to Exhibit A shall not take effect until approved in writing in accordance with Budget Modification Policy No. 1703-495 and, a modification to Exhibit A that requires an increase in the Maximum Contract Amount shall be evidenced by a written Amendatory Agreement prepared and executed by both Parties in the same manner as this Agreement.

E. Maximum Contract Amount:

   (1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed ____________ Dollars and Zero Cents ($___,000.00) (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
Contractor beyond that specifically described in Exhibit A. Any services performed beyond those in Exhibit A are performed at Contractor’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 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.

3. The Parties understand that as of the date of the execution of this Agreement, the total amount to be awarded to the City from the federal government to administer the Program has not been determined or finalized. If federal funds, or any part thereof, are not awarded to the City or are reduced or eliminated by the federal government, the City may reduce the total amount of compensation to be paid to Contractor by revising Exhibit A or it may terminate this Agreement.

F. Federal Funds Contingency: Contractor understands that this Agreement is funded, in whole or in part, with federal funds. It is further acknowledged that as of the date of the execution of this Agreement, the total amount to be awarded to the City pursuant to the Program may not have been fully determined, finalized, or paid. Should a reduction in City awarded funds under such Program necessitate a reduction to Contractor award hereunder, then the City reserves the right to make a pro rata reduction affecting all contractors with the City under the City’s Program.

G. Recovery of incorrect payments: If, because of any audit or program review relating to the performance of Contractor or its officers, agents or employees under this Agreement, there are any irregularities or deficiencies in any audit or review, then Contractor will, upon notice from the City, correct all identified irregularities or deficiencies within the time frames designated in the City’s written notice. If corrections are not made by such date, then the final resolution of identified deficiencies or disputes shall be deemed to be resolved in the City’s favor unless Contractor obtains a resolution in its favor from the responsible official conducting the audit or review. In any event, Contractor shall be responsible to indemnify and save harmless the City, its officers, agents and employees, from and against all disallowed costs. The foregoing in no way limits Contractor’s obligation to reimburse the City for any costs or expenses paid under this Agreement that have been determined to be unallowable or disallowed by the Federal Government, State Government, or the City in accordance with applicable federal laws, state laws, or the Charter, ordinances, rules, regulations, policies, and Executive Orders of the City and County of Denver.

5. REPORTS/CLOSEOUT PROCEDURES/CORRESPONDENCE:

A. Reports and Closeout Procedures: Contractor shall provide the program area of the Agency with the reports described in Exhibit A in such a format as may be designated by the City. Such reports may be submitted electronically by disk or e-mail, followed by hard copy transmittal. In addition, Contractor shall comply with all contract closeout procedures directed by the Executive Director to be performed under this Agreement for final reimbursement, including but not limited to final review of payments, invoices, referrals, and required reporting documents, including close-out signature.
B. Submission of Correspondence and Invoices: All written correspondence concerning procedural or administrative contract matters (other than notices required to be provided to the Executive Director and others as described in paragraph 21 (NOTICES)) shall be delivered to, or by U.S. Mail to:

Attn: Contracting Services  
Denver Department of Human Services  
1200 Federal Blvd., 4th Floor  
Denver, CO 80204

Invoices shall be delivered to DHS_Contractor_Invoices@denvergov.org, or by U.S. Mail to:

Attn: Financial Services  
Denver Human Services  
1200 Federal Blvd.  
Denver, CO 80204

6. PERFORMANCE MONITORING/INSPECTION: Contractor shall permit the Executive Director to monitor and review Contractor’s performance under this Agreement. Contractor shall make available to the City for inspection all files, records, reports, policies, minutes, materials, books, documents, papers, invoices, accounts, payrolls and other data, whether in hardcopy or electronic format, used in the performance of any of the services required hereunder or relating to any matter covered by this Agreement to coordinate the performance of services by Contractor in accordance with the terms of this Agreement. All such monitoring and inspection shall be performed in a manner that will not unduly interfere with the services to be provided under this Agreement.

7. STATUS OF CONTRACTOR: Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither Contractor 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.

8. REMEDIES FOR NONCOMPLIANCE: If Contractor does not correct an identified default within the specified timeframe, then the City may impose any or all the following remedial actions, in addition to all other remedial actions authorized by law:

A. Withhold any or all payments to Contractor, in whole or in part, until the necessary services or corrections in performance are satisfactorily completed during the authorized period to cure default.

B. Deny all requests for payment and/or demand reimbursement from Contractor of all payments previously made to Contractor for those services or deliverables that have not been satisfactorily performed and which, due to circumstances caused by or within the control of Contractor, cannot be performed or if performed would be of no value to the Program. Denial of requests for payment and demands for reimbursement shall be reasonably related to the amount of work or deliverables lost to the City.
C. Suspend or terminate this Agreement, or any portion or portions thereof, upon thirty (30) calendar days’ prior written notice to Contractor.

D. Deny in whole or in part any application or proposal from Contractor for funding of the Program for a subsequent program year regardless of source of funds.

E. Reduce any application or proposal from Contractor for refunding for the Program for a subsequent program year by any percentage or amount that is less than the total amount of compensation provided in this Agreement regardless of source of funds.

F. Refuse to award Contractor, in whole or in part, all additional funds for expanded or additional services under the Program.

G. Deny or modify any future awards, grants, or contracts of any nature by the City regardless of funding source for Contractor; or

H. Modify, suspend, remove, or terminate the Services, in whole or in part. If the Services, or any portion thereof, are modified, suspended, removed, or terminated, Contractor shall cooperate with the City in the transfer of the Services as reasonably designated by the City.

9. OTHER GROUNDS FOR TERMINATION:
A. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon twenty (20) days prior written notice to the Contractor. However, nothing gives the Contractor 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 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, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor’s business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

C. If the Agreement is terminated without cause, Contractor will be compensated for work requested and satisfactorily performed. Upon termination of the Agreement by the City, with or without cause, Contractor will not have any claim against the City due to, or arising out of, incidental or relating to termination, except for compensation for work 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 Contractor’s possession, custody, or control by whatever method the City deems expedient. Contractor 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. Contractor shall mark all copies of work product that are incomplete at the time of termination, “DRAFT-INCOMPLETE.”

10. EXAMINATION OF RECORDS/AUDIT REQUIREMENTS:
A. The Controller General of the United States of America or his authorized representative, any duly authorized representative of the City, including the City Auditor or his representative, or any duly authorized representative of the State of Colorado, shall, until the expiration of five (5) years after the final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of Contractor involving transactions related to this Agreement. This right of access includes timely and reasonable access to Contractor’s personnel for interview and discussion related to such documents.

B. Contractor acknowledges that it is subject to all applicable regulations or guidance of the United States Office of Management and Budget.

C. Contractor shall keep true and complete records, and shall annually furnish an accurate statement for the preceding calendar year, of all business transactions under this Agreement, which statement shall be certified by an authorized representative of Contractor to be correct. Contractor agrees to establish and maintain a system of bookkeeping satisfactory to the federal government or the City's Auditor and to give any authorized representatives of the federal government or the City access during reasonable hours to such books and records. Any representative of the federal government or the City's Auditor shall have the right at any time, and from time to time, to audit all the books of account, bank statements, documents, records, tax returns, papers and files of Contractor, related to this Agreement, whether prepared manually or electronic, and Contractor, upon request, shall make all such matters available for such examination. If said records exist in electronic form, Contractor shall maintain a means of transferring said records to hardcopy form. Contractor's obligation to retain the above records shall expire five (5) years after Contractor's statement for any period has been delivered to the City.

11. WHEN RIGHTS AND REMEDIES NOT WAIVED: In no event shall any action by the City hereunder constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of Contractor, 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; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of this Agreement shall be deemed or taken to be a waiver of any other breach.

12. INSURANCE:

A. General Conditions: 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. 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 stating, “Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the issuing company shall send written notice to Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202.” Such written notice shall be sent to the Parties identified in the Notices section of this Agreement. Such notice shall reference the City Agreement 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. Additionally, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by certified mail, return receipt requested. If any policy is in excess of a deductible or self-insured retention, the City must be notified by Contractor. 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 Contractor. 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:** Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverage. 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.

C. **Additional Insured:** For Commercial General Liability, and Auto Liability, Contractor and subcontractor’s insurers shall name 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 the Agreement, Contractor’s insurer shall waive subrogation rights against the City.

E. **Subcontractors and Subconsultants:** All sub-consultants and subcontractors (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all the requirements herein, and shall procure and maintain the same coverages required of Contractor. Contractor 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 insurance coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

F. **Workers’ Compensation/Employer’s Liability Insurance:** Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer’s Liability insurance with limits 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. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of Contractor’s officers or employees who may be eligible under any statute or law to reject Workers’ Compensation Insurance shall affect 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 Contractor executes this Agreement.

G. **Commercial General Liability:** Contractor 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 Liability:** 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. **Professional Liability:** Contractor shall maintain limits of $1,000,000 per claim and $1,000,000 policy aggregate limit. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion) and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City.

J. **Additional Provisions:**

1. For Commercial General Liability, the policies 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, or separation of insureds provision (no insured vs. insured exclusion);
   d. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City; and,
   e. Any exclusion for sexual abuse, molestation or sexual misconduct has been removed or deleted.

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.

3. Contractor 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 Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

4. For all General Liability, the policy must not contain an exclusion for sexual abuse or molestation, unless a separate policy covering the risk is provided and accepted by the City.
13. **DEFENSE AND INDEMNIFICATION:**

A. Contractor 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 due to the sole negligence or willful misconduct of the City. This indemnity has the broadest possible manner to indemnify City for any acts or omissions of Contractor, its subcontractors or subconsultants either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, irrespective if fault, except for the sole negligence or willful misconduct of City.

B. Contractor’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. Contractor’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. Contractor’s duty to defend the City arises at the time written notice of the Claim is first provided to the City regardless of whether Claimant has filed suit on the Claim. Contractor’s duty to defend and indemnify arises even if the City is the only part sued by Claimant or Claimant alleges that the City’s negligence or willful misconduct was the sole cause of Claimant’s damages if the City in good faith alleges that the Claim arises from Contractor’s acts or omissions under this Agreement.

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

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

14. **COLORADO GOVERNMENTAL IMMUNITY ACT:** In relation to the Agreement, 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, C.R.S. § 24-10-101, et seq.

15. **TAXES, LATE CHARGES, AND PERMITS:** 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. Contractor 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, including to land, facilities, improvements, or equipment.

16. **ASSIGNMENT AND SUBCONTRACTING:** Contractor shall not voluntarily or involuntarily assign any of its rights or obligations under the Agreement or subcontract performance obligations without obtaining the Executive Director’s prior written consent. Any
attempt by Contractor to assign its rights or obligations or subcontract performance obligations without the Executive Director’s prior written consent will be void and, at the Executive Director’s option, automatically terminates the Agreement. The Executive Director has sole and absolute discretion whether to consent to any assignment of rights or obligations and subcontracting of performance obligations under the Agreement. In the event of any subcontracting or unauthorized assignment: (i) Contractor shall remain responsible to the City; and (ii) it shall not create a contractual relationship between the City and sub-consultant or subcontractor or assignee.

17. 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 Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

18. NO AUTHORITY TO BIND CITY TO CONTRACTS: Contractor 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 D.R.M.C.

19. 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 or contemporaneous addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No subsequent novation, renewal, addition, deletion, or other amendment will have any force or effect unless embodied in a written amendment to the Agreement properly executed by the Parties. 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. The Agreement is, and any amendments thereto will, be binding upon the Parties and their successors and assigns. Amendments to this Agreement will become effective when approved by both Parties and executed in the same manner as this Agreement.

20. 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 thereof 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.

21. 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 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. Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. Contractor represents that it has disclosed all current or potential conflicts of interest which shall include transactions, activities or conduct that would affect the judgment, actions or work of Contractor by placing Contractor’s own interests, or the interests of any party with whom Contractor 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 in the event it determines a conflict exists, after it has given Contractor written notice describing the conflict.

22. **NOTICES:** Notices concerning termination of the Agreement, alleged or actual violations of the terms of the Agreement, and matters of similar importance 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 Contractor at the address first above written, and if to the City at:

   **By Contractor to:** Executive Director, Denver Human Services  
   City and County of Denver  
   1200 Federal Blvd.  
   Denver, CO 80204-3221

   **With a copy to:** Supervisor – Contracting Services  
   Denver Human Services  
   1200 Federal Blvd.  
   Denver, CO 80204-3221

Notices hand delivered or sent by overnight courier are effective upon delivery; notices sent by certified mail are effective upon receipt; and notices sent by mail are effective upon deposit with the US 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.

23. **DISPUTES:** All disputes of whatsoever nature between the City and Contractor regarding this Agreement shall be resolved by administrative hearings pursuant to the procedure established by Denver Revised Municipal Code, § 56-106(b), et seq. For the purposes of that procedure, the City official rendering a final determination shall be the City representative identified in paragraph 1 hereof.

24. **GOVERNING LAW; VENUE:** The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, the Charter and Revised Municipal Code of the City and County of Denver, and the ordinances, regulations and Executive Orders enacted or promulgated pursuant to the Charter and Code. The Charter, Revised Municipal Code and Executive Orders of the City and County of Denver are expressly incorporated into the Agreement. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado Second Judicial District.

25. **COMPLIANCE WITH APPLICABLE LAWS:** Contractor will comply with all applicable federal, state and City laws, ordinances, codes, regulations, rules, executive orders, and policies whether or not specifically referenced herein. Any references to specific federal, state, or local laws or other requirements incorporated into this Agreement are not intended to constitute an exhaustive list of federal, state, and City requirements applicable to this Agreement. Applicable statutes, regulations and other documents pertaining to administration or enforcement of the services referenced in this Agreement and all other applicable provisions of federal, state or local law are deemed to be incorporated herein by reference. Compliance with all such statutes, regulations and other documents is the
responsibility of Contractor. In particular, and not by way of limitation, the services shall be
performed in strict compliance with all laws, executive orders, ordinances, rules, regulations,
policies and procedures prescribed by the City, the State of Colorado, and the United States
Government, and the following additional federal requirements:

A. **OMB Circulors**: Contractor will comply with all circulars of the U.S. Office of
   Management and Budget (“OMB”).

B. **Grievance Policy**: The Parties desire to ensure that clients are being
   adequately informed over pending actions concerning their continued participation in the
   program or activity provided by Contractor. Also, clients must be allowed adequate
   opportunity to communicate dissatisfaction with the facilities or services offered by
   Contractor. To satisfy this requirement, the Contractor agrees to provide a written “Grievance
   Policy” as a mechanism to provide opportunities for the City and its clients to meaningfully
   communicate problems, dissatisfaction, and concerns and to establish procedures for
   resolution of grievances. The policy must be communicated to clients upon their initial receipt
   of services. Contractor agrees that a formal “Grievance Policy” will be adopted by its governing
   body and submitted to the Executive Director for approval at the Executive Director’s
discretion on or before the commencement of the term of this Agreement. Failure to provide
an acceptable Grievance Policy shall constitute a material breach of this Agreement.

C. **Debarment**: Contractor is subject to the prohibitions on contracting
   with a debarred organization pursuant to U.S. Executive Orders 12549 and 12689,
   Debarment and Suspension, and implementing federal regulations codified at 2 C.F.R. Part
   180 and 2 C.F.R. Part 376. By its signature below, Contractor assures and certifies that
   neither it nor any of its principals is presently debarred, suspended, proposed for debarment,
   declared ineligible, or voluntarily excluded from participation in this transaction by any federal
   department or agency. Contractor shall provide immediate written notice to the Executive
   Director if at any time, it learns that its certification to enter into this Agreement was erroneous
   when submitted or has become erroneous due to changed circumstances. If Contractor is
   unable to certify to any of the statements in the certification contained in this Article, the
   Contractor shall provide a written explanation to the City within thirty (30) calendar days of
   the date of execution of this Agreement. Furthermore, if Contractor is unable to certify to any
   of the statements in the certification contained in this Article, the City may pursue all available
   remedies available to the City, including but not limited to terminating this Agreement
   immediately, upon written notice to Contractor.

   Contractor shall include the clause titled "Certification Regarding Debarment,
   Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" in all
   covered transactions associated with this Agreement. Contractor is responsible for
determining the method and frequency of its determination of compliance with Executive
Orders 12549 and 12689 and their implementing regulations.

D. **Non-Discrimination and Equal Employment Opportunity (Federal
   requirements).**

   (1) In carrying out its obligations under the Agreement, Contractor
and its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with 29 CFR Part 37, Title VII of the Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and all other nondiscrimination and equal employment opportunity statutes, laws, and regulations. Contractor agrees not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political affiliation or belief, or veteran status. Contractor will ensure that all qualified applicants are hired, and all employees are considered for promotion, demotion, transfer; recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, selection for training (including apprenticeship), or any other employment-related opportunities, without regard to race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political affiliation or belief, or veteran status.

(2) Contractor agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment. Contractor will affirm that all qualified applicants will receive consideration for employment without regard to race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political affiliation or belief, or veteran status in all solicitations or advertisements for employees placed by or on behalf of Contractor.

(3) Contractor will incorporate the foregoing requirements of this section in all its subcontracts.

(4) Contractor agrees to collect and maintain data necessary to show compliance with the nondiscrimination provisions of this section.

E. No Discrimination in Program Participation (Federal requirements). Contractor will comply with any and all applicable federal, state, and local laws that prohibit discrimination in programs and activities funded by this Agreement on the basis of race, color, national origin, sex, disability, and age including but not limited to Title VI of the Civil Rights Act of 1964 (Title VI); Section 504 of the Rehabilitation Act of 1973 (Section 504); the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990 (ADA); Title IX of the Education Amendments of 1972; Title VII of the Civil Rights Act of 1964 (Title VII); the Age Discrimination in Employment Act (ADEA); the antidiscrimination provision of the Immigration Reform and Control Act of 1986 (IRCA); and, the Equal Pay Act (EPA). Violations may be subject to any penalties set forth in said applicable laws and the Contractor will indemnify and hold the City harmless from any and all claims, losses, or demands that arise under this paragraph. Further, Contractor acknowledges the public policy requirement of the U.S. Dept. of Housing and Urban Development that persons participating in programs or otherwise receiving assistance under this Agreement will have equal access in accordance with the individual’s gender identity. 24 C.F.R. Part 5.106. Therefore, in connection with the administration of programs and the delivery of services, supports, and assistance under this Agreement, Contractor will ensure equal access is provided to each person in accordance with the individual’s gender identity. 24 C.F.R. Part
5.106. Contractor shall submit to the Executive Director, within fifteen (15) days of the Executive Director’s written request, copies of Contractor’s policies and procedures to administer programs and provide services, supports and assistance under this Agreement in a nondiscriminatory manner and to protect the privacy, health, safety, and security of all persons participating in programs or otherwise receiving assistance under this Agreement. 24 C.F.R. Part 5.106.

F. **Faith Based Organizations and Sectarian Activities:** The Contractor shall not engage in inherently religious activities, such as worship, religious instruction, or proselytizing as part of the programs or services funded under this Agreement.

G. **Access to Services for Persons with Limited English Proficiency.** As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting federal agency guidance, national origin discrimination includes discrimination based on limited English proficiency (“LEP”). To ensure compliance with Title VI, Contractor must take reasonable steps to ensure that LEP persons have meaningful access to Contractor’s programs, services and activities.

H. **Prohibited Transactions:**

   (1) **Interest of Contractor:** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest will be employed.

   (2) **Members of Congress:** No member of or delegate to the Congress of the United States of America shall be admitted to any share or part hereof or to any benefit to arise from this Agreement.

   (3) **City Employees:** No officer or employee of either the City or Contractor shall derive any unlawful personal gain, either by salary, fee payment or personal allowance, from his or her association with the other party to this Agreement. Any contractual provision that contravenes the provisions of this section shall be null and void. This section shall not prohibit an officer or administrator of one party to this Agreement from being reimbursed by the other party for actual, out-of-pocket expenses incurred on behalf of the other party.

   (4) **No Political Activity:** Without limiting the foregoing, Contractor agrees that political activities are prohibited under this Agreement and agrees that no funds paid to it by the City hereunder will be used to provide transportation for any persons to polling places or to provide any other services in connection with elections.

I. **Byrd Anti-Lobbying.** If the Maximum Contract Amount exceeds $100,000, Contractor must complete and submit to the City a required certification form provided by the City certifying that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any federal contract grant of any other award covered by 31 U.S.C. 1352. Contractor must also disclose
any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

J. **New Restrictions on Lobbying.** Restrictions against lobbying as set forth in implementing regulations 24 CFR Part 87 and 2 CFR Part 200.450. Contractor assures and certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

K. **Mandatory Disclosures.** Contractor must disclose, in a timely manner, in writing to the City all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the work to be performed under this Agreement. Failure to make required disclosures can result in the City taking any of the remedies described in 2 C.F.R. § 200.338.


M. **Drug Free Workplace:** The Drug-Free Workplace Act of 1988 as codified at 41 U.S.C. 701, et seq.


26. **NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this contract, the Contractor 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 Contractor shall insert the foregoing provision in all subcontracts.

27. **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. Contractor certifies that 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. 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-consultant 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.

(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 that otherwise requires the Contractor 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. Contractor will also then 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 during 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. 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, 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.

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

Contractor agrees to comply with all applicable state and federal laws protecting the privacy or confidentiality of all information, including protected health information, or other protected information, and to comply with all requirements contained in the attached Exhibit A. Contractor shall submit to the Executive Director, within fifteen (15) days of the Executive Director’s written request, copies of Contractor’s policies and
procedures to maintain the confidentiality of protected health information to which Contractor has access.

29. CONFIDENTIAL INFORMATION; OPEN RECORDS:

A. Data and Information: Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, Contractor may have access to the following types of information: (1) City Proprietary Data or confidential information that may be owned or controlled by the City (“City Proprietary Data”); (2) personal information pertaining to persons receiving services from the Agency (“Client Data”), or (3) confidential proprietary information owned by third parties (“Third Party Proprietary Data”). For purposes of this Agreement, City Proprietary Data, Client Data, and Third Party Proprietary Data shall be referred to collectively as “Confidential Information”. Contractor agrees that disclosure of Confidential Information may be damaging to the City or third parties. Contractor agrees that all Confidential Information provided or disclosed by the City to Contractor or as otherwise acquired by the Contractor during its performance under this Agreement shall be held in confidence and used only in the performance of its obligations under this Agreement. Contractor shall limit access to all Confidential Information to only those employees who have a need to know such information in order to provide services under this Agreement. Contractor shall exercise the same standard of care to protect Confidential Information as a reasonably prudent contractor or as Contractor 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 Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format. The City reserves the right to restrict at any time Contractor’s access to electronic Confidential Information to “read-only” access or “limited” access as such terms are designated by the Executive Director.

Contractor agrees to comply with all applicable state and federal laws protecting the privacy or confidentiality of all information, including protected health information, or other protected information, and to comply with all requirements contained in the attached Exhibit A. Contractor shall submit to the Executive Director, within fifteen (15) days of the Executive Director’s written request, copies of Contractor’s policies and procedures to maintain the confidentiality of protected health information to which Contractor has access.

B. No Personal Information will be collected. “Personal Information” means all information that individually or in combination, does or can identify a specific individual or from which a specific individual can be identified, contacted, or located. Personal Information includes, without limitation, name, signature, address, e-mail address, telephone number, social security number (full or partial), business contact information, date of birth, national or state identification numbers, bank account number, credit or debit card numbers, and any other unique identifier or one or more factors specific to the individual’s physical, physiological, mental, economic, cultural, or social identity.
C. Compliance with Law and Regulation: Contractor confirms and warrants that it complies with any and all applicable Data Protection Laws relating to the collection, use, disclosure, and other processing of Confidential Information, and Personal Information if applicable, and that it will perform its obligations under this Agreement in compliance with them. This Section will survive the termination of this Agreement.

D. “Data Protection Laws” means (i) all applicable international, federal, state, provincial and local laws, rules, regulations, directives and governmental requirements relating in any way to the privacy, confidentiality or security of Personal Information; and (ii) all applicable laws and regulations relating to electronic and non-electronic marketing and advertising; laws regulating unsolicited email communications; security breach notification laws; laws imposing minimum security requirements; laws requiring the secure disposal of records containing certain Personal Information; laws imposing licensing requirements; laws and other legislative acts that establish procedures for the evaluation of compliance; and all other similar applicable requirements. Further, and not by way of limitation, Contractor shall provide for the security of all City Work Product, and Personal Information if applicable, in accordance with all policies promulgated by Denver Technology Services, as amended, and all applicable laws, rules, policies, publications, and guidelines including, without limitation: (i) the most recently promulgated IRS Publication 1075 for all Tax Information, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, (iv) the Colorado Consumer Protection Act, (v) the Children’s Online Privacy Protection Act (COPPA), (vi) the Family Education Rights and Privacy Act (FERPA), and (vii) Colorado House Bill 18-1128.

E. Confidentiality; No Ownership by Contractor: Unless otherwise permitted expressly by applicable law, all Personal Information, if any, collected, used, processed, stored, or generated as the result of the services to be provided under this Agreement will be treated by Contractor as highly confidential information. Contractor will have no right, title, or interest in any Personal Information or any other data obtained or supplied by Contractor in connection with the services to be provided under this Agreement. The City shall own all Client Information, and any other work product, with or without Personal Information, developed or obtained by Contractor pursuant to this Agreement and such information or work product are considered to be “City Work Product”. Contractor has an obligation to immediately alert the City if Contractor’s security has been breached or if Contractor is aware of any unauthorized disclosure of Personal Information. This Section will survive the termination of this Agreement.

F. Use and Protection of Personal Information and City Work Product: Contractor will take all necessary precautions to safeguard the storage of Personal Information and City Work Product including without limitation: (i) keep and maintain Personal Information and City Work Product in strict confidence and in compliance with all applicable Data Protection Laws, and such other applicable laws, using such degree of care as is appropriate and consistent with its obligations as described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (ii) use and disclose Personal Information or City Work Product solely and exclusively for the purpose of providing the services hereunder, such use and disclosure being in accordance with this Agreement, and
applicable law; (iii) not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information or City Work Product for Contractor’s own purposes or for the benefit of anyone other than the City without the prior written consent of the City and the person to whom the Personal Information pertains; and (iv) not engage in “data mining” of Personal Information or City Work Product except as specifically and expressly required by law or authorized in writing by the City. This Section will survive the termination of this Agreement.

G. Employees and Subcontractors: Contractor will ensure that, prior to being granted access to Personal Information, City Work Product, or Confidential Information all employees, agents, and officers of the Contractor who are designated to provide services under this Agreement (“Contractor Staff”) have all undergone and passed criminal background screenings; have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all data protection provisions of this Agreement; and possess all qualifications appropriate to the nature of the employees’ duties and the sensitivity of the data they will be handling. Only those Contractor Staff who have a direct need for Personal Information, City Work Product, or Confidential Information shall have access to any information provided to Contractor under this Agreement. Prior to allowing any Contractor Staff to access or use any Personal Information, City Work Product, or Confidential Information, the Contractor shall require any such Contractor Staff to review and agree to the usage and access terms outlined in this Agreement. Contractor will inform its Staff of the obligations under this Agreement, and all requirements and obligations of Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement. Contractor shall not disclose Personal Information, City Work Product, 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. Unless Contractor provides its own security protection for the information it discloses to a third-party service provider, the Contractor shall require the third party service provider to implement and maintain reasonable security procedures and practices that are appropriate to the nature of the Personal Information, City Work Product, or Confidential Information disclosed and reasonably designed to protect the Personal Information, City Work Product, or Confidential Information from unauthorized access, use, modification, disclosure, or destruction. This Section will survive the termination of this Agreement.

H. Loss of Personal Information or City Work Product: In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of Personal Information or City Work Product, Contractor will, as applicable: (i) notify the affected individual and the City as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (ii) cooperate with the affected individual and the City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the affected individual or the City; (iii) in the case of Personal Information and if required by applicable law, at the affected individual’s sole election: (A) notify the affected individuals in accordance with any legally required notification period; or, (B) reimburse the affected individual for any costs in notifying the affected individuals; (iv) in the case of Personal Information and if required by applicable law, provide third-party credit and identity monitoring services to each of the affected individuals for the period required to comply with applicable law; (v) perform or take
any other actions required to comply with applicable law as a result of the occurrence; (vi) indemnify, defend, and hold harmless the City and the affected individual for any and all claims, including reasonable attorneys’ fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from the City or the affected individual in connection with the occurrence; (vii) be responsible for recovering lost data and information in the manner and on the schedule set forth by the City without charge to the affected individual, and (viii) provide to the City and the affected individual a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, will comply with applicable law, be written in plain terms in English and in any other language or languages specified by the affected individual, and contain, at a minimum: (i) name and contact information of Contractor’s representative; (ii) a description of the nature of the loss; (iii) a list of the types of data involved; (iv) the known or approximate date of the loss; (v) how such loss may affect the affected individual; (vi) what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; (vii) contact information for major credit card reporting agencies; and (viii) information regarding the credit and identity monitoring services to be provided by Contractor. This Section will survive the termination of this Agreement.

I. Data Retention and Destruction: Using appropriate and reliable storage media, Contractor will regularly backup all City Work Product and Personal Information used in connection with this Agreement and retain such backup copies consistent with the Contractor’s data retention policies. Upon termination of the Agreement, at the City’s election, Contractor will either securely destroy or transmit to City the City Work Product in an industry standard format. Upon the City’s request, Contractor will supply City a certificate indicating the records disposed of, the date disposed of, and the method of disposition used. With respect to City Work Product controlled exclusively by Contractor, Contractor will immediately preserve the state of the Personal Information or City Work Product at the time of the request and place a “hold” on Personal Information or City Work Product destruction or disposal under its usual records retention policies of records that include Personal Information or City Work Product, in response to an oral or written request from City indicating that those records may be relevant to litigation that City reasonably anticipates. Oral requests by City for a hold on record destruction will be reduced to writing and supplied to Contractor for its records as soon as reasonably practicable under the circumstances. City will promptly coordinate with Contractor regarding the preservation and disposition of these records. Contractor shall continue to preserve the records until further notice by City. This Section will survive the termination of this Agreement.

J. No Other Databases: Except as expressly approved in advance by the City, Contractor will not establish or maintain a backup database containing Personal Information or City Work Product to provide the services under the Agreement. This Section will survive the termination of this Agreement.

K. Data Transfer Upon Termination: Upon termination or expiration of this Agreement and City’s request, Contractor will ensure that all Personal Information and City Work Product is securely transferred to City, or a party designated by City, within thirty (30) calendar days. Contractor will ensure that the data will be provided in an industry standard
format. Contractor will provide City with no less than ninety (90) calendar days’ notice of impending cessation of its business or that of any Contractor subcontractor and any contingency plans in the event of notice of such cessation. In connection with any cessation of Contractor’s business with its customers, Contractor shall implement its contingency and/or exit plans and take all reasonable actions to provide for an effective and efficient transition of service with minimal disruption to City. Contractor will work closely with its successor to ensure a successful transition to the new service or equipment, with minimal downtime and effect on City, all such work to be coordinated and performed in advance of the formal, final transition date mutually agreed upon by Contractor and City. This Section will survive the termination of this Agreement.

**L. Disclaimer:** Notwithstanding any other provision of this Agreement, the City is furnishing Confidential Information and City Work Product 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 Confidential Information or City Work Product. Contractor acknowledges and understands that Confidential Information and City Data may not be completely free of errors. Contractor is hereby advised to verify its work. 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, Contractor agrees to contact the City immediately. This Section will survive the termination of this Agreement.

**M. Open Records:** 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 Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any of its 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 Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. Contractor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claims, damages, expenses, losses or costs arising out of Contractor’s intervention to protect and assert its claim of privilege against disclosure under this Article 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. This Section will survive the termination of this Agreement.

**30. INTELLECTUAL PROPERTY RIGHTS:** The City and Contractor 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 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. Contractor shall disclose all such items 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,” 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.

31. **LEGAL AUTHORITY:** Contractor 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 Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor 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 Contractor or the person signing the Agreement to enter into the Agreement.

32. **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 the Agreement or any provisions thereof were prepared by a particular party.

33. **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, Contractor’s obligations to provide insurance and to indemnify the City will survive for a period equal to all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

34. **ADVERTISING AND PUBLIC DISCLOSURE:** Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of Contractor’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. Contractor 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.

35. **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.

36. **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.
37. **PARAGRAPH HEADINGS:** The captions and headings set forth herein are for convenience of reference only, and shall not be construed to define or limit the terms and provisions hereof.

38. **CITY EXECUTION OF AGREEMENT:** This Agreement is expressly subject to, and 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.

39. **CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:** In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

40. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** 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.

End.

Signature Pages and Exhibits follow this page.

Exhibit List

Exhibit A: Scope of Work
Exhibit B: Certificate of Insurance