DEPARTMENT OF HOUSING STABILITY

Request for Proposals
Event Planning Services

October 2019
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Schedule of Events
This projected schedule is an estimated timeline and is subject to change at the sole discretion of the City. All times listed in this document are understood to be Mountain Time Zone.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Advertisement</td>
<td>October 25, 2019</td>
</tr>
<tr>
<td>Last Date to Submit Questions</td>
<td>November 22, 2019, 4:00 p.m.</td>
</tr>
<tr>
<td>Q &amp; A Addendum to RFP Released</td>
<td>November 25, 2019, 4:00 p.m.</td>
</tr>
<tr>
<td>Proposal Due Date</td>
<td>December 06, 2019, 4:00 p.m.</td>
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Department of Housing Stability
201 West Colfax Ave. | Denver, CO 80202
www.denvergov.org/housing
Overview

The City of Denver’s (the City) Department of Housing Stability (HOST) is requesting proposals from qualified candidates to perform a series of tasks to support three annual housing and homelessness events. Each of the events will have separate requirements, timelines, and budgets. Candidates may submit separate proposals for one or more of the events.

Background

In April 2019, Mayor Michael Hancock announced the development of a new department for housing and homelessness. This effort will bring together into one department the work of Denver Economic Development and Opportunity’s (HOST, formerly the Office of Economic Development) Housing Division and Denver’s Road Home which is currently located within the Department of Human Services. The new Department of Housing Stability (HOST) will contain the staff and resources that help support residents along the housing continuum, from residents experiencing homelessness, to those seeking to find new housing opportunities and stabilize in homes they already live in. The new department will coordinate at least three large housing and homelessness events in 2020, including:

1. **Denver’s Annual Housing Forum.**  
2019 marked the fifth-annual housing forum, bringing together over 500 housing stakeholders and community leaders to advance strategies to make Denver more affordable and accessible for all.

2. **Denver’s Annual Givers Forum**  
[Denver’s Annual Givers Forum](#) provides a community forum to talk about the impacts of giving in all its forms on the Denver community. 2019’s event had more than a hundred community givers who discussed innovative giving approaches, health and environmental impacts of food donations, collaboration and coordination among givers, and work to reduce stigma around giving to people experiencing homelessness.

3. **Denver’s Project Homeless Connect**  
[Denver’s Project Homeless Connect](#) is an annual one-day event that is open to people of all ages who are experiencing homelessness – or facing housing instability. Guests are able to access an array of services ranging from ID services, housing services, resume workshops, vision check and healthcare to veterans services, childcare, pet care and much more. Over 1,000 guests attend this event each year.

**Project Anticipated Timeline**

The following includes a brief summary of each event’s anticipated timeline:
1. Denver’s Annual Housing Forum is typically held during April or May with event planning services beginning in October and concluding two months after the event (approximately 7 months total).

2. Denver’s Annual Givers Forum is typically held during the first or fourth quarter of the year, with event planning services beginning three months prior to the event and concluding one month after the event. (approximately 4 months total)

3. Denver’s Project Homeless Connect is typically held in September, October, or November, with event planning services beginning in the spring and concluding one month after the event. (approximately 6 months total).

Scope of Work

The City of Denver seeks experienced event planner(s) to provide services as outlined in the Scope of Work for each event. Each event includes a separate scope of work as proposals for each will be submitted and reviewed independently of one another. This section of the RFP will form the basis of a contract covering the subject matter of this RFP. Exceptions or deviations to this proposal must not be added to the proposal pages, but must be on proposer’s letterhead and accompany any proposal. Any exceptions to this documentation will be taken into consideration when evaluating submitted proposals. The City reserves the right to reject any or all of your proposed modifications. The City welcomes cost saving proposals which still satisfy all technical and business objectives.

Event 1: Denver’s Annual Housing Forum

The event planner will complete the following tasks for this event:

- **Event Planning Liaison**
  - Includes management and support staff working from creation to completion to:
    - Understand overall forum goals and desired outcomes to incorporate these components into forum planning/meeting details
    - Participate in Steering Committee and Planning Committee Meetings, when possible
    - Develop agendas for and run forum specific meetings with updates, action items, overviews, etc.
    - Clearly communicate with other planning staff from HOST
    - Relay details to on-site personnel to support overall event needs

- **Timeline**
  - Create overall event timeline and work with HOST staff to determine major milestones to be integrated into timeline
  - Integrate major milestones from chosen site into overall timeline (contract deadlines, payment schedules and invoices, hotel registration dates, catering minimums, etc.)

- **Budget/Reconciliation**
o Creation of overall event budget to include competing quotes (where applicable), and to be agreed upon by HOST, for:
  o Work in tandem with HOST and The Denver Foundation liaison to ensure timely and accurate payments are made to all vendors.
  o Reconciliation of budget will take place within 4-6 weeks of the events conclusion.

- Site Selection RFP Process
  o Collaborate and advise HOST on venue contacts
  o Ensure venue sustainability practices meet the standards of attendees.

- Spanish Translation
  o Work in tandem with translation and interpretation company and HOST to oversee the implementation of the following translation services:
    ▪ Registration system language, event website, event emails, printed materials, signage, power points, and onsite translation services

- Graphics, Messaging, Marketing, and Event Website
  o Coordinate with HOST and a Graphic Designer for the items below:
    ▪ Includes 2 rounds of revisions for any of the following items: logos, headers, footers, email layouts, forum printed and electronic program, onsite signage, name badge layout, PowerPoint template, etc.
    ▪ Includes the following items in Spanish: event logo, Forum program, onsite signage, limited power points
    ▪ Pre-event marketing materials will be included in this scope (Save the date, event logo, register now, etc.).
  o Coordination of printing event materials
  o Working in conjunction with HOST, determine final layouts for event website, including sub-navigation tabs, graphics, event overview, etc.
  o Review and edit content for event website as needed

- Event Registration
  o Work with HOST to determine pricing tiers and early bird registration details
  o Create questions, confirmation emails, early bird deadlines and procedures for all attendee types within Eventbrite (comps, discount codes, speakers, sponsors, etc.)
  o Test and launch event registration system with HOST approval
  o Oversee online registration while providing scheduled reports to HOST staff
  o Offer any needed trainings for HOST staff within registration system

- Sponsorship Prospectus Support
  o Work with HOST to layout and finalize Sponsorship Offerings
  o Ensure sponsorship benefits are fulfilled within the Forum Agenda
  o If Sponsorships dictates additional fulfillment within the proposed Forum Agenda:
    ▪ Coordinate with corporate sponsor liaisons for implementation
    ▪ Coordinate with facility for implementation
    ▪ Coordinate announcements to attendees and Inclusion in program/website

- Exhibitor and Presenter Logistics
  o Upon confirmation of Presenters and Exhibitors, provide logistics support including maps, loading instructions, AV availability, etc.
Work with HOST to communicate with all presenters and exhibitors, including registration details, hotel information, and other meeting space and event logistics

**Registered Attendee Customer Service**
- Troubleshoot registration or hotel guestroom issues, cancellation policies/substitutions, etc.
- Create registered attendee emails highlighting logistics, including directions to location and meetings, pre-forum readings, electronic forum program, updates to program, etc.

**Facilities and Hotel**
- Attend 1-2 site visits pre-event in order to establish valuable contacts onsite and determine best use of facilities
- Manage facilities for room layout, turnovers, refresh, and equipment needs
- Work directly with hotel to setup online reservation system for complimentary block for attendees and/or directly oversee hotel rooming lists for reservations
- Create pre-consultation meeting with venue and HOST staff to review the event and make any last adjustments
- Post-event report review to ensure accurate room counts toward final numbers and earning concessions

**Audio/Visual**
- Work with HOST and AV company to:
  - Coordinate all general session and breakout presenter needs with AV company
  - Provide estimates of costs to HOST for review and contracting with payment schedules
- Provide AV company with run of show document and oversee sound booth onsite

**Food and Beverage**
- Determine all F/B functions with HOST
- Create Banquet Event Orders (BEO’s) for all functions for final HOST signature
- Manage local restaurant contacts and menus, if needed
- Oversee sustainable F/B implementation
- Oversee onsite implementation of F/B and work in tandem with catering liaison to ensure a smooth experience
- If the venue chosen does not have in-house catering, work with HOST to review other catering options.

**Volunteer Management**
- Review agenda and facility layout and determine best use of volunteer commitments
- Create detailed volunteer roles and responsibilities along with 4-hour time slots for volunteer scheduling
- Coordinate 1-2 HOST Staff to run onsite check-in and customer service desk
- Act as onsite Customer Service Liaison between attendee and venue
- Work with HOST to place volunteers in suitable roles based on area of expertise
o Create Volunteer training in conjunction with HOST staff, create volunteer logistics engagement emails pre-event
o Act as Volunteer Check-In and complete walkthrough of venue with volunteers day of
o Actively engage volunteers throughout event and move/cut volunteers as needed

**Onsite Event Management**
- Will provide 2 event management and support staff onsite
- Arrive 1-2 days pre-forum to conduct pre-consultation with onsite staff
- Event management during all components of forum
- Troubleshoot all aspects of attendee experience
- Serve as main point of contact for onsite staff and to address adjustments onsite (with approval of HOST appointee)
- Conduct meeting with onsite staff after the event

**Pre-Event Reception**
- Work with sponsoring entity and HOST to plan for invitation-only pre-event reception
  - Date, Time, Location
  - F/B, AV needs, name badges, signage, etc.
  - Track attendees through registration reporting
  - Logistics emails sent before the event for ease of flow
  - Create Run of Show document
- Setup registration for event, along with email marketing utilizing same registration platform as Housing Forum
- Ensure adequate volunteer support for check-in and directional help

**Post-Forum Special Event** (if applicable)
- Organize post-event gathering for key stakeholders of the event at an offsite venue

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**Event 2: Denver’s Annual Givers’ Forum**

The event planner for this event will be responsible for the facilitation, planning, and project management for the Givers’ Forum.

**I. Services**—Throughout each phase, the event planner will actively engage HOST and other City of Denver staff, partners and stakeholders.

**Facilitated Kickoff meeting with planning committee**
- The event planner will conduct a two-and-a-half-hour kickoff meeting with DRH and other City of Denver staff and stakeholders at the event planner’s home office. This meeting will confirm the approach and timeline for the process, identify questions, and outline roles and expectations for the deliverables.
- The kickoff meeting will include confirming goals and objectives for the Forum, identifying stakeholders to be involved in the planning committee and agreeing on the key topics to be covered at the Forum. Additionally, the team will brainstorm about what stakeholders should be involved in the Forum and discuss the approach for outreach.
After this kickoff meeting, a work plan will be developed for approval by DRH.

- **Ongoing communication, planning and project management**
  - The event planner will assign a project lead to serve as the primary point of contact for DRH throughout the process.
  - The event planner lead will provide overall project management and ongoing communication (including check-ins with DRH biweekly or as determined during the kickoff meeting).

- **Background Review**
  In order to understand the overall context of the issue at hand, the event planner will conduct background research, including review of the survey recently conducted by the Denver Department of Public Health and the Environment and other relevant data available from the City.

- **Facilitated meetings with planning committee**
  - The event planner will work with DRH to convene an event planning committee consisting of several key stakeholders and partners.
  - The event planner will coordinate scheduling for committee members and will facilitate up to six (6) planning meetings aimed at shaping the Forum agenda, promoting the event, and delegating event logistics.

- **Givers’ Forum**
  - The event planner will provide facilitation for a four- to six-hour Forum with 50–100 participants.
  - The event planner will coordinate with DRH and the planning committee to plan the agenda and determine session topics and speakers.
  - For the event, the event planner will provide at least two (2) facilitators to serve as HOSTs and breakout conversation guides. The event planner will need to be well versed in a wide array of facilitation methods based on research and best practices. The event planner will use proven techniques to engage all participants in not only planning but also in taking action going forward.
  - The agenda for the Givers’ Forum will be determined in collaboration with the City of Denver and the planning committee during the kickoff meeting and throughout the research process.

### II. Performance Management and Reporting

#### A. Performance Management

Monitoring will be performed by the program area, Contracting Services, and Financial Services. Consultant may be reviewed for:

1. **Program or Managerial Monitoring:** The quality of the services being provided and the effectiveness of those services addressing the needs of the program.

2. **Contract Monitoring:** Review and analysis of current program information to determine the extent to which contractors are achieving established contractual goals. Contracting Services will provide
performance monitoring and reporting to program area management. Contracting Services, in conjunction with the DHS program area, will manage any performance issues and will develop interventions to resolve concerns.

3. **Compliance Monitoring:** Will ensure that the terms of the contract document are met, as well as Federal, State and City legal requirements, standards and policies.

4. **Financial Monitoring:** Will ensure that contracts are allocated and expended in accordance with the terms of the agreement. Contractor is required to provide all invoicing documents for the satisfaction of Financial Services. Financial Services will review the quality of the submitted invoice monthly. Financial Services will manage invoicing issues through site visits and review of invoicing procedures.

**B. Reporting**

A progress report will be submitted monthly to demonstrate the progress of the overall project including the number of meetings and facilitation and project management, and any issues and technical assistance that may be necessary.

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**Event 3: Denver’s Project Homeless Connect**

The event planner staff assisting with this event will be responsible for planning, and implementation of the Denver Metro Area’s largest resource fair and supportive services event to assist people experiencing homelessness. HOST staff will meet with Event Coordinator 7 months prior to the proposed date of the event to discuss the event scope, budget, and split of duties and expectations as outlined within this scope of work. The estimated contribution of hours for this event is distributed over a 7-month time frame, with the bulk of work occurring in the 3 months prior to the event, and the week immediately following.

It is then expected that this Event Coordinator will serve as the primary lead & point of contact for all aspects of the planning, delivery, and follow-up for the Project Homeless Connect 2020 Event. It is the responsibility of the Event Coordinator to communicate with HOST staff regarding progress of planning, execution of planning tasks, and any problems or issues that may arise. HOST staff will be available for a bi-monthly planning meeting with Event Coordinator & Mile High United Way (MHUW) Volunteer Manager, and email or phone check-ins as needed. It is not expected that this Event Coordinator will enter into any contracts with additional vendors on behalf of the City of Denver for this event, but rather that they will gather information and quotes for goods or services, bring that information back to HOST staff, who will place orders or enter into contracts for goods or services, and then follow up as a point of contact for these goods or services for the event.
I. **Core Event Planning Team meetings**
   a. Initial scope, budget & review of duties meeting with HOST staff; scheduling of monthly 1:1 check-ins with Event Coordinator, MHUW Volunteer Manager, and HOST Staff.
   b. Ongoing bi-monthly meetings with Event Coordinator, MHUW Volunteer Manager, and HOST Staff.
   c. Ongoing check-in phone calls or emails.

II. **Assisting HOST Staff to order supplies & solicit donations needed for the event**
   Together with HOST and MHUW staff, work to obtain, store, and deliver to the event venue all of the relevant supplies for PHC. Examples of such supplies & donated items include, but are not limited to:
   a. Printed Materials
      i. T-shirts
      ii. Housing information books
      iii. Signage
      iv. Printed Photo release & release of liability
      v. Volunteer recruitment flyers
      vi. Client facing flyers
   b. Equipment Rentals
      i. Detailed further below – Colorado Convention Center, CO Party Rentals, and other similar vendors
   c. Cash Sponsorships
      i. Create sponsorship form in accordance with HOST policies
      ii. Conduct outreach to previous year’s sponsors
      iii. Complete online funding requests/LOI/grant applications on behalf of the event
      iv. Work with MHUW team to solicit cash donations from corporate sponsors
      v. Provide timely correspondence with any interested sponsors, sending sponsor form, completing funding requests, communicating outcomes, completing required reports, etc
      vi. Work with MHUW and HOST staff to track all asks & commitments
      vii. Gather vector file, one color logos from sponsors for inclusion on event t-shirts
   d. In-Kind Donations
      i. Solicit in-kind donations from previous year’s sponsors, and other interested partners
      ii. Work with MHUW and HOST staff to determine in-kind needs, and create coordinated plan for asks
      iii. Create plan for storage of donations prior to event
      iv. Create plan for delivery of donations to the event for set-up
      v. Gather vector file, one color logos from all large in-kind sponsors for inclusion on event t-shirts
III. **Event Planning**

a. Convene & facilitate planning meetings
   i. Schedule & reserve space for monthly planning meetings beginning 6 months prior to event (typically held on 2nd Tuesday of month from 11:30-1pm at Mile High United Way)
   ii. Work with HOST staff & MHUW volunteer manager to create monthly planning meeting agenda
   iii. Set call-in option for meetings, send invites, reminders, agendas
   iv. Work to secure area leads for all major event areas

b. As this event is coordinated with the volunteer support from a number of community agencies, the contractor will be expected to reach out via email, phone meeting and/or in-person meetings to the event area leads from a variety of agencies to gather information on their needs for supplies or volunteers from HOST or MHUW. This coordination is also in place to improve processes at the event to ensure smooth delivery of services to event guests, a positive experience for event volunteers & providers. Some examples of agencies you would coordinate with for specific service areas include, but are not limited to:
   i. Regis University for Medical
   ii. VA/CVP for Veterans Area
   iii. HOST/CCH/DHS for Employment Services & Job Fair
   iv. Arapahoe Community College for Wellness Services & Coat Donations
   v. Denver Municipal Courts for Homeless Outreach Court
   vi. Metro University for Childcare
   vii. Denver Day Works for set-up & tear down assistance
   viii. We Don’t Waste for food
   ix. Colorado Legal Services/DMV for IDs
   x. City of Denver Office of Sign Language Interpretation

c. Coordinate with HOST and MHUW for volunteer recruitment and training
   i. Ensure that language for shift descriptions in MHUW GivePulse platform updated
   ii. Confirm numbers for recruitment
   iii. Set dates & reserve space for 5 in-person training sessions
   iv. Co-facilitate in-person training sessions, with support from HOST and MHUW staff
   v. Assist in creation of a training webinar, to be uploaded on MHUW site & available to all volunteers who register as an alternative to attending in-person training
   vi. Plan & follow through with outreach for volunteers, including specific schools, government groups, civic groups, social media, newsletters, etc.

d. Coordinate with City of Denver Marketing & Communications team for all deliverables related to marketing, social media, branding, printed materials and press/media relations
   i. Together with HOST staff, work to update the comprehensive ask for support from Marketing & Communications team - including deadlines &
details for all deliverables, including but not limited to social media, flyers, t-shirts, housing books, volunteer packets, etc
ii. Facilitate initial meeting with MarComm team regarding scope & deliverables
iii. Follow up at regular intervals on timeline
iv. Assist team with any necessary follow up tasks

e. Work with members of planning team to create a map for the space
   i. Create layout/map based on provider registrations
   ii. Map specific table & chair counts by location on map, draw for set-up

f. Serve as point of contact for vendor of event space
   i. Conduct initial planning walk-through with Venue Event manager (confirming space, proposed layout, anticipated needs for equipment, security, paramedics, and other ancillary relationships such as Centerplate (food), Smart Cities (wi-fi) and Freeman (loading docks) – other similar vendors)
   ii. Secure the use of Wi-fi for the event
   iii. Electricity – work with Venue event manager to finalize order for electricity for all relevant event spaces
   iv. Work with event venue to communicate needs for necessary equipment (for example, tables, chairs, stage equipment, A/V equipment, rope & stanchion, etc.
   v. Security – arrange for security through the venue Event Manager or private security if needed, in consultation with HOST staff
   vi. Paramedics – arrange for on-site paramedic with event venue
   vii. Schedule & conduct pre-event walk through with area leads at event venue

g. Event Signage
   i. Conduct inventory of existing signs
   ii. Create list of additional signage & language needed
   iii. Work to secure in-kind donation of printing for additional signs, or with City MarComm to arrange for signs to be printed.

h. Confirm orders & serve as primary point of contact for services from external vendors. The following is a list of examples of external vendors we have previously worked with to provide goods and services for this event. You will work with HOST staff to identify vendors, gather quotes & information, etc.
   i. CO Party Rentals – discounted rates for rental of tables, chairs, etc for event hall spaces
   ii. We Don’t Waste – in-kind donation and/or purchase of food for sack lunches
   iii. Lewan – in-kind donation of printers & copiers
   iv. Parking –
   v. Walkie-talkies

i. Provider recruitment & registration
   i. Create language for email announcement/Save the date for providers
ii. Create survey monkey or MS Forms to gather registration information
iii. Send survey link & email to all providers from previous 2 years events.
iv. Manage email list, erasing email addresses and adding new contacts
v. Manage registration list by provider name & by event area. Coordinate with Area leads for 1:1 outreach to providers who are slow to register
vi. Coordinate with other PHC planning team on mapping provider space
vii. Create logistics email to send to providers in advance of the event, with information on parking, set-up, registration, event hours, etc.

j. Logistics & execution of Event Set-up
i. Create logistics email to send to all area leads
ii. Create area lead phone list
iii. Create event set-up check list
iv. Coordinate delivery of all supplies to event space
v. Oversee volunteers helping to set-up space
vi. Coordinate with event venue staff on set up

k. Logistics & execution of event Day
i. Create logistics email to send to all providers & volunteers
ii. Serve as event lead, with general oversight of multiple areas

l. Logistics & execution of event tear down
i. Create event tear-down check list
ii. Gather all guest surveys, provider tallies, and immediate outcomes from providers
iii. Coordinate with DSOC and other providers to take all remaining food, supplies, etc with them for ongoing benefit of people experiencing homelessness
iv. Coordinate to take HOST team supplies, clipboards, signage, and other PHC event supplies back to designated HOST storage
v. Oversee volunteers in timely & complete tear-down of the event by 6pm on the day of the event.

m. Reporting event outcomes to stakeholders
i. Use provider tally sheets to gather outcome numbers by event area
ii. Analyze guest survey data & create report to provide feedback on areas of strength, areas for improvement, and other ideas.
iii. Work with MHUW volunteer coordinator to respond to volunteer feedback, if needed
iv. Work with HOST Communications team to communicate event outcomes via press release
v. Create Thank you letter for all event sponsors & send within 2 weeks of event
vi. Create wrap-up presentation for Planning Committee, and HOST wrap-up meeting to gather feedback on areas of strength/areas for improvement for subsequent events.
Fees and Expenses

Proposal submissions for each event shall provide a detailed budget proposal for each task and deliverable. Each event requires a separate budget proposal submission.

Submittal Requirements

Candidates shall use the WizeHize application system (https://app.wizehive.com/apps/HOSTEventPlanningRFP) to submit a copy of their proposal. Event planners may submit a proposal for one, two, or all three events. A separate proposal is required to be submitted for each event. All data and information from the proposer must be submitted through the online RFP submission and documents uploaded before submission. Each proposal shall at a minimum include:

a) Title Page. Provide the name of your firm(s), address, telephone and name of contact person on a title page.

b) Letter of Transmittal. Provide a complete statement regarding the understanding of the project and your interest in working with the City of Denver on the event. The transmittal letter shall be signed by a duly authorized officer or agent empowered with the right to bind the consultant submitting a proposal for consideration.

c) Scope of Work. Provide a detailed explanation of how you will achieve the tasks outlined in the scope of work. Additionally, please note any additional tasks or deliverables that may not have been identified by City staff. Be sure to call these out as a separate line item in the proposed budget.

d) Qualifications. Provide a summary of past experiences related to event planning services, and any specific work on housing and homelessness events. Include resume(s) of the event planning team. Clearly state what about your team make-up makes you the optimal provider for this RFP.

e) References. Provide names, emails and telephone numbers of three references that we may contact to verify performance on similar types of events.

f) Cost Estimate. Provide a detailed budget proposal for each task and deliverable.

g) Anticipated participation on the part of the City for each of these tasks. Please identify your expectations of the City regarding your proposal.


i) Certificate of Good Standing from Secretary of State. Consultants must be registered with the Colorado Secretary of State and have an active Certificate of Good Standing attached to their application. See http://www.sos.state.co.us/pubs/business/businessHome.html for more information.

j) Diversity and Inclusiveness in City Solicitations Information Request Form. Using the form, entitled “Diversity and Inclusiveness in City Solicitations Information Request Form,” please state whether you have a diversity and inclusiveness program for employment and retention, procurement and supply chain activities, or customer service and provide the additional information on the requested form. The information provided
on this form will provide an opportunity for City contractors/consultants to describe their own diversity and inclusiveness practices. Contractors/consultants are not expected to conduct intrusive examinations of its employees, managers, or business partners in order to describe diversity and inclusiveness measures. Rather, the City simply seeks a description of the contractor/consultant’s current practices, if any. Diversity and Inclusiveness information provided by City contractors/consultants in response to City solicitations for services or goods will be collated, analyzed, and made available in reports consistent with City Executive Order No. 101. However, no personally identifiable information provided by or obtained from contractors/consultants will be in such reports. A link will be provided in the application for Applicants to complete an e-form.

k) Additional Information. Please submit any additional information that may assist in our evaluation of qualifications.

Evaluation Process

The City’s Evaluation and Selection Committee (Evaluation Committee) will review and evaluate the proposals in accordance with the Evaluation Criteria below, the Proposer’s demonstrated experience and the Proposer’s qualifications as they relate to the scope of services required. The Proposer’s ability to present its proposal in writing in a clear, concise and organized manner will be considered in the evaluation. To facilitate the review of applications, all proposers must follow the schedule, format, and content requirements as detailed herein in order to be considered responsive to this RFP. Responsive Proposers may be required to participate in interviews to be held in the presence of the Evaluation Committee. The City shall then, taking into consideration the recommendations of the Evaluation Committee, attempt to negotiate a Contract with the Proposer which it considers the most qualified, responsive and responsible.

(a) Cost Effectiveness
(b) Demonstrated understanding of the event
(c) Experience of the firms(s) in comparable events
(d) Qualifications and experience of the key individuals who will be responsible for undertaking the majority of the work

Rights of the City and County of Denver

The City reserves the right to postpone or cancel this RFP, if it deems it to be in the best interests of the City to do so. City reserves the right to waive any technical or formal errors or omissions, and to reject any and all applications, or to award contracts, either in part or in whole, if deemed to be in the best interests of the City. The City shall not be liable for any costs incurred by vendor in the preparation of proposals or for any work performed in connection therein. Successful proposers shall be in complete compliance with each of the specifications, terms and conditions of
the RFP. The City shall not be liable for any costs incurred in the preparation of applications or for any work performed in connection therein.

**Gratuities and Kickbacks**

It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee (within six months of termination from City employment), or for any employee or former employee (within six months of termination from City employment) to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding of application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime vendor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

In the event that any gratuities or kickbacks are offered or tendered to any City and County of Denver employee, the proposal shall be disqualified and shall not be reinstated.

**Non-Collusive Applicant Certification**

By the submission of a proposal, the Applicant certifies that:

A. The proposal has been arrived at by the applicant independently and has been submitted without collusion with any other applicant.

B. The contents of the proposal have not been communicated by the applicant, nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the applicant or its surety on any bond furnished herewith, and will not be communicated to any such person prior to the official opening of the proposal.

C. No applicants shall submit more than one proposal for a single event.

**Disclosure of Contents of Proposals**

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

**Sample Contract**

This section will include your response to our proposed terms and conditions included in this section and will form the basis for the preparation of a contract covering the subject matter of this RFP. You will respond in your proposal either that all terms and conditions are acceptable or that some are acceptable and some are not. Underline or highlight those words, phrases, sentences, paragraphs, etc. that are not satisfactory and note any exceptions by referencing the appropriate article number, a brief explanation and alternative language, if any, and submit the same on a separate typewritten sheet. Any exceptions will be taken into consideration when evaluating your proposal.

**See additional document marked “Sample Contract” for all terms and conditions.**
SAMPLE CONTRACT

The sample contract is contained in the pages immediately following this page.

These pages are not included in the page numbering of this RFP.
AGREEMENT

THIS AGREEMENT is made between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado (the “City”) and ________________, (the “Consultant”), jointly “the parties”.

The parties agree as follows:

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

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

3. TERM: The Agreement will commence on ________________ and will expire on ________________ (the “Term”). Subject to the Executive Director’s prior written authorization, the Consultant shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director.

4. COMPENSATION AND PAYMENT:
   a. Budget. The City shall pay and the Consultant shall accept as the sole compensation for services rendered and costs incurred under the Agreement the line item amounts set forth in the budget contained in Exhibit B. Amounts billed may not exceed the budget set forth in Exhibit B.
   b. Reimbursable Expenses: There are no reimbursable expenses allowed under the Agreement.
c. **Invoicing:** Consultant shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. The City’s Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

d. **Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed ________________ (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Consultant beyond that specifically described in **Exhibit A.** Any services performed beyond those in Exhibit A are performed at Consultant’s risk and without authorization under the Agreement.

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

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

6. **TERMINATION:**

a. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon twenty (20) days prior written notice to the Executive Director. However, nothing gives the Consultant the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Executive Director.

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

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

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

7. EXAMINATION OF RECORDS: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine any pertinent books, documents, papers and records of the Consultant, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.

8. WHEN RIGHTS AND REMEDIES NOT WAIVED: In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Consultant. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

9. INSURANCE:

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

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

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

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

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

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

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

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

i. **Cyber Liability**: Consultant shall maintain Cyber Liability coverage with limits of $1,000,000 per occurrence and $1,000,000 policy aggregate covering claims involving
privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security.

j. **Commercial Crime**: Consultant shall maintain $1,000,000 in commercial crime insurance coverage. Coverage shall include theft of City's money, securities or valuable property by contractor's employees, including any extended definition of employee. The City and County of Denver shall be named as Loss Payee as its interest may appear.

k. **Additional Provisions**: 
   
   (i) For Commercial General Liability, the policy must provide the following:
       
       (a) That this Agreement is an Insured Contract under the policy;
       (b) Defense costs are outside the limits of liability;
       (c) A severability of interests, separation of insureds provision (no insured vs. insured exclusion); and
       (d) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
   
   (ii) For claims-made coverage:
       
       (a) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.
       
       (b) Consultant shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

10. **DEFENSE AND INDEMNIFICATION**

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

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

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

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

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

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

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

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

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

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

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

17. **CONFLICT OF INTEREST**:

   a. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Consultant shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City’s Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

   b. The Consultant shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Consultant represents that it has disclosed
any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Consultant by placing the Consultant’s own interests, or the interests of any party with whom the Consultant has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Consultant written notice describing the conflict.

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

   Executive Director of the Department of Housing Stability or Designee
   Department of Housing Stability: 201 W. Colfax Ave., Denver, CO 80202/2»

   With a copy of any such notice to:

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

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

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

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

b. The Consultant certifies that:

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

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

c. The Consultant also agrees and represents that:

(1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

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

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

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

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

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

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

20. DISPUTES: All disputes between the City and Consultant arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Executive Director as defined in this Agreement.

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

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

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

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

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

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

27. **INTELLECTUAL PROPERTY RIGHTS**: The City and Consultant intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Consultant and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, “Materials”), shall belong to the City. The Consultant shall disclose all such items to the City and shall assign such rights over to the City upon completion of the Project. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a “work made for hire” and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a “work made for hire,” the Consultant (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity.
28. **SURVIVAL OF CERTAIN PROVISIONS:** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Consultant’s obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

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

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

   b. **Employees and Subcontractor:** Consultant will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of
Consultant under this Agreement shall survive the expiration or earlier termination of this Agreement. Consultant shall not disclose Proprietary Data or confidential information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.

c. **Disclaimer:** Notwithstanding any other provision of this Agreement, the City is furnishing Proprietary Data and confidential information on an “as is” basis, without any support whatsoever, and without representation, warranty or guarantee, including but not in any manner limited to, fitness, merchantability or the accuracy and completeness of the Proprietary Data or confidential information. Consultant 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, Consultant agrees to contact the City immediately.

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

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

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

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

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