2024 Bronco Youth Programs Request for Proposals (RFP)
Deadline for Submission: 5:00 p.m. Friday, September 8, 2023

RFP Name: 2024 Bronco Youth Programs
Contract Term: January 1 – December 31, 2024
Link to full proposal form document on BidNet:
https://www.bidnetdirect.com/colorado/cityandcountyofdenver

Proposals that are incomplete and/or not received by the deadline will not be considered. It is the responsibility of the applicant to verify the proposal was received by the deadline. A confirmation will be sent to the contact email listed in the Bidnet profile once the proposal has been successfully submitted in BidNet.

Bidnet registration instructions:

Information sessions will be held in-person and virtually. Applicants are strongly encouraged to participate in one of the information sessions being offered. A recorded version will be posted online for potential partners unable to attend either session. It is highly recommended you thoroughly review the RFP guidelines to determine if you may be eligible to apply for this RFP before attending the information session.

Eligibility Requirements:
1.) Not-for-profit community-based organizations [with an active 501(c)(3) status]
2.) Developing organizations such as small LLCs or sole proprietors
3.) Organizations in good standing with the Colorado Secretary of State
4.) Organizations with demonstrated prior experience in providing successful programs
5.) Organizations serving youth ages prenatal to 24
6.) Organizations delivering programming within the City & County of Denver

Information Session Dates:
Thursday, August 24, 2023: IN-PERSON Information Session (10:00am – 11:30am MST)
RSVP to attend: https://www.surveymonkey.com/r/P6PML8Y

Monday, August 28, 2023: VIRTUAL Information Session (5:00pm – 6:00pm MST)
RSVP to attend: https://www.surveymonkey.com/r/RLDXRF9

All questions to be answered at the information sessions must be submitted by August 18, 2023. All additional questions must be submitted in writing via BidNet by 5:00 p.m. on Wednesday, August 30, 2023. Please submit via this link: https://www.bidnetdirect.com/colorado/cityandcountyofdenver
Tentative RFP Timeline (subject to change):

- **Tuesday, August 15, 2023:** RFP released
- **Friday, August 18, 2023:** Questions to be answered at information sessions due by 12:00pm MST
- **Thursday, August 24, 2023:** IN-PERSON Information Session (10:00am – 11:30am MST) (Central Park Recreation Center – 9651 E. Martin Luther King Blvd., Denver, CO 80238)
- **Monday, August 28, 2023:** VIRTUAL Information Session (5:00pm – 6:00pm MST)
- **Tuesday, August 29, 2023:** DAAconnect Trainings (9:00am and 1:00pm MST)
- **Wednesday, August 30, 2023:** Additional Questions due by 5:00pm MST
- **Friday, September 1, 2023:** Q/A posted on-line
- **Thursday, September 7, 2023:** DAAconnect Trainings (9:00am and 1:00pm MST)
- **Friday, September 8, 2023:** Proposals due in Bidnet by **3:00pm MST**
- **Friday, November 1, 2023:** Anticipated announcement of funding

DAA Training Dates:

- **Tuesday, August 29th @ 9am:** [https://www.eventbrite.com/e/daaconnect-youth-program-locator-partner-directory-setup-training-tickets-696833657227?aff=odttdddcreator](https://www.eventbrite.com/e/daaconnect-youth-program-locator-partner-directory-setup-training-tickets-696833657227?aff=odttdddcreator)

- **Tuesday, August 29th @ 1pm:** [https://www.eventbrite.com/e/daaconnect-youth-program-locator-partner-directory-setup-training-tickets-696838351267?aff=odttdddcreator](https://www.eventbrite.com/e/daaconnect-youth-program-locator-partner-directory-setup-training-tickets-696838351267?aff=odttdddcreator)

- **Thursday, September 7th @ 9am:** [https://www.eventbrite.com/e/daaconnect-youth-program-locator-partner-directory-setup-training-tickets-696843225847?aff=odttdddcreator](https://www.eventbrite.com/e/daaconnect-youth-program-locator-partner-directory-setup-training-tickets-696843225847?aff=odttdddcreator)

- **Thursday, September 7th @ 1pm:** [https://www.eventbrite.com/e/daaconnect-youth-program-locator-partner-directory-setup-training-tickets-69684238877?aff=odttdddcreator](https://www.eventbrite.com/e/daaconnect-youth-program-locator-partner-directory-setup-training-tickets-69684238877?aff=odttdddcreator)

Staff Contacts:

Katherine Jarvis, Deputy Director, Katherine.jarvis@denvergov.org

Terra Swazer, Contract Administrator, Terra.Swazer@denvergov.org

1. **Who We Are**

The Office of Children’s Affairs (OCA) supports Denver agencies, the community and its service providers in ensuring all children and youth have their basic needs met, are ready for kindergarten and have the opportunity to succeed academically and professionally.
Current programs include:

A) Access to nutritious food
B) High-quality childcare and out of school time programs
C) Early childhood initiatives
D) Youth mental health
E) Maternal-child health
F) Youth transportation
G) Youth violence prevention and mentorship
H) Cultural experiences
I) Pathways to post-secondary education and careers

2. Notification of Open Records Act
All material submitted regarding this proposal becomes the property of the City and County of Denver and is subject to the Colorado Public (Open) Records Act (CORA). If the applicant believes any material in its proposal constitutes trade secrets, privileged information, or confidential commercial or financial data, then the applicant should mark those items as confidential or proprietary. The City is not bound by the applicant’s determination as to whether materials are subject to disclosure under CORA; and reserves the right to independently determine whether the materials are required to be made available for inspection or otherwise produced under CORA. If the City receives a request for such information marked as confidential, it will notify the applicant. If a suit is filed to compel disclosure of such information, the City will notify the applicant, and the applicant shall be responsible for taking appropriate action to defend against disclosure of its confidential information. The City and County of Denver has the right to use any or all information/material presented in the application, subject to limitations for proprietary or confidential information. Disqualification or denial of the proposal does not eliminate this right. The contents of the proposal may become contractual obligations if the project is funded, subject to mutual modifications in the contracting process.

3. Mandatory Contractual Terms
By submitting a proposal in response to this RFP, the vendor, if selected for award, shall be deemed to have read and accepted the terms of this RFP, as well as the mandatory contractual terms included in the sample contract in Exhibit G. Comments/questions about the sample contract can be submitted online in Bidnet. The final award recipients will be required to enter into a contract with the City and County of Denver in form substantially similar to the sample contract prior to services taking place. In all cases, the Office of Children’s Affairs has the right to negotiate all contract terms.

The Office of Children’s Affairs reserves the right to terminate, modify, or suspend any or all parts of the RFP process and can reject any or all proposals at its sole discretion, and to waive informalities and minor irregularities in proposals received and to accept any portion or all items proposed if deemed in the best interest of the City and County of Denver. Expenses for developing a proposal are entirely the responsibility of the proposer, and the City shall not be liable in any manner for any costs incurred in connection with preparation, submittal, or subsequent negotiation. As the Office determines appropriate, it may issue additional requirements to this RFP, posted at www.denvergov.org/childrensaffairs
4. **Use of Funds:**
Funds must be used to supplement (not supplant, replace, or redirect) any Federal, State, and local funding currently provided for the program. The proposer 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 RFP and with all laws, policies, procedures, ordinances, and regulations of the City and County of Denver.

**Funds can be used for a variety of purposes** including:

- A.) Personnel: staffing support
- B.) Fringe: benefits for personnel as a percentage of personnel salaries listed in category A
- C.) Travel: field trip expenses, reasonable transportation costs
- D.) Supplies & Materials: expenses for program supplies and materials
- E.) Subcontracts: subject matter experts, services your organization does not directly provide
- F.) Other Direct Costs: other direct program costs that are not covered in other categories
- G.) Indirect Costs: No more than 10% of the amount requested is allowed for indirect/administrative costs. No more than 5% of the amount requested is allowed for purchasing food/beverages for program snacks/meals. Funds can only be used for the purposes outlined in the service agreement. **Applicants who may not already meet the minimum insurance requirements may include insurance costs in the proposed budget.**

Partnerships are highly encouraged. Please note that it is the vendor’s responsibility to ensure all vendors/subcontractors that provide direct service to participants meet the minimum insurance, minimum safety and other requirements outlined in this RFP and in the sample contract.

**Funds cannot be used for the following:**

- A.) Making large capital purchases, such as the purchase of busses or vans
- B.) Supporting childcare slots or scholarships
- C.) Supporting religious practices, such as religious instruction, worship or prayer. Faith-based organizations may offer such practices, but at a separate time and location from the program applying for funding, and using separate funding source(s)
- D.) Equipment – items valued over $5000 individually
- E.) Construction

5. **Program Location(s):**
While eligible programs can be located anywhere in the City and County of Denver, OCA is committed to funding programs within the Child Well-Being Opportunity Neighborhoods as indicated in Figure 1 below, or the 2022 Child-Well Being Index, Exhibit F. **The physical street address of program service**
delivery to the identified target population must be included in the proposal and will be verified.

Figure 1

<table>
<thead>
<tr>
<th>Child Well-Being Opportunity Neighborhoods</th>
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<tbody>
<tr>
<td>Athmar Park</td>
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<tr>
<td>Barnum</td>
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<tr>
<td>Barnum West</td>
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<tr>
<td>Chaffee Park</td>
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<td>Clayton</td>
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<td>Cole</td>
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<td>Elyria Swansea</td>
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<td>Five Points</td>
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<tr>
<td>Globeville</td>
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<tr>
<td>Goldsmith</td>
</tr>
<tr>
<td>Harvey Park</td>
</tr>
<tr>
<td>Harvey Park South</td>
</tr>
</tbody>
</table>
6. About this RFP

Purpose of Funding: The Office of Children’s Affairs (OCA) is committed to supporting organizations that serve youth and young adults through a variety of initiatives that provide the following:

- Youth Violence Prevention
- Youth Mental Health
- Recreation Activities
- Academic Support
- Career Pathway Exploration
- Other

B. Available Funds
This RFP is awarding $1.2 Million to community-serving organizations in Denver. Funds will not be awarded less than $25,000 (minimum). This RFP is a stand alone request for 2024.

C. Award Requirements

- Only one request per organization
- Programs must take place in the City and County of Denver, intended to support in-person programs in Denver’s Child Well-Being Index Opportunity Neighborhoods at no or extremely low cost to families
- Organizations are required to be listed in DAAconnect’s partner directory, and programs should be listed in the City’s Youth Program Locator. **Proof of an active profile is required at the time of proposal.** Please note training options listed in the schedule on page 1
- Reporting will be done through DAAconnect

D. Minimum Requirements:

- Organizational Safety and Soundness:
  - All organizations must meet and maintain the Minimum Insurance Requirements listed in Exhibit B and secure, at their own expense, a current Certificate of Insurance (ACORD) showing coverage for all required
insurance in hard copy prior to the initiation and execution of any contractual agreement.

- Any organization that is not licensed (childcare or NYO) by the Colorado Department of Human Services must meet Minimum Safety Requirements as outlined in Exhibit C.
- Organizations must track deliverables in the Scope of Work (outputs – unduplicated participants served and dosage (daily attendance), participant demographics, and outcomes – measured success state towards goals)
- Invoices must be submitted monthly, with appropriate back-up documentation provided, unless otherwise agreed upon.

- **DAAconnect Usage and Compliance:**
  - Organizations must track unique participation, including daily attendance and demographic data:
    - Participant identifiers:
      - First name,
      - Last name,
      - Date of Birth,
      - Student ID or a unique number
      - Ethnic/Racial Category (Asian, Black/African American, Hispanic/LatinX, Native American or Alaska Native, Native Hawaiian or Pacific Islander, White, Two or more races, Decline to Answer),
      - Gender identity (Male, Female, Gender Non-Conforming, Data Not Collected).
      - Unduplicated and daily attendance. See Attendance Tracking Expectations in Exhibit F.
      - Program dosage – number of hours, number of days, number of weeks the program was offered, as well as the start and end dates of the program. NOTE: dosage is defined as actual hours each participant attended (not proposed/budgeted/offered)

**All information listed above must be tracked in a manner that is compatible for uploading into DAAconnect, e.g. Excel, if unable to track in DAAconnect**

- Organizations will be required to create a profile in DAAconnect so they may upload youth identifiers and attendance to meet reporting requirements (Exhibit D).
- Organizations must ensure its DAAconnect profile is kept up to date so current activities are visible on the Youth Program Locator.

- Funded organizations may be asked to administer a youth or parent survey (provided by OCA), host a site visit, and/or participate in an organizational level survey or interview to share successes and challenges.
- Organizations may be asked to participate in meetings or events with OCA leadership and cohort of award recipients

**6. Proposal Review Process**

- Each proposal will undergo the following:
• A technical review (see checklist in section 9) to ensure the proposal meets the minimum requirements. Incomplete proposals or those that do not follow instructions will not be accepted and will be automatically disqualified. There is no guarantee that submission of a proposal will result in review, or funded at the requested level
• A program review – to ensure alignment with the RFP and OCA priorities
• An organizational review – to ensure target populations and target neighborhoods receive resources aligned with RFP and OCA priorities

• Reviewers will be asked to self-identify all conflicts of interest before the process begins. A conflict of interest exists when a reviewer is employed by, volunteers for, serves on the Board of, consults with or has founded an applicant organization. Reviewers with conflicts will not review those proposals
• The diverse review team will consist of members of the Children’s Cabinet and will score each proposal using a rubric based on the RFP
• The review team will meet to discuss each proposal, determine final scores, and make funding recommendations. All proposal decisions are final. The Office of Children’s Affairs reserves the right to make smaller discretionary awards to support specific portions of a proposal that is not being considered for full funding
  o Proposals will be rated on the following:
    1) Organizational capacity
    2) Organization description
    3) Program description
    4) Program location(s)
    5) Budget and Budget Narrative
    6) Goals and Outcomes

8. Post Award Requirements
• All award recipients are required to submit:
  • A finalized **Scope of Work** that will be used as part of the contracting process and outlines budget, outcomes, and specific goals
  • A **Certificate of Insurance** that meets the City of Denver’s Minimum Insurance Requirements (see Exhibit B) within two weeks of receiving the award notice
  Completed **W-9** form (with signature)
    • **IF AN ORGANIZATION HAS NOT HAD A CONTRACT WITH THE CITY & COUNTY OF DENVER WITHIN THE LAST 18 MONTHS:**
  • All award recipients must have a fully executed contract
    • (See Exhibit G for a Sample Contract) with the City prior to expending any funds. Funds will be distributed on a reimbursement basis only, monthly and must be accompanied by adequate documentation (payroll records, receipts, etc.). All modifications to the services and/or budget that exceed 5% in any category must be pre-approved in writing by sending an e-mail to the appropriate OCA staff
• **Minority and Women-Owned Business Enterprise (MWBE) Participation**
  Article V, of Chapter 28 of the Denver Revised Municipal Code (D.R.M.C.) grants authority to the Division of Small Business Opportunity (DSBO) to establish participation requirements under the Minority and Women-Owned Business Enterprise (MWBE)
Program as related to expenditures and related contracts by and through the City and County of Denver. The MWBE participation requirement for this project will be established after a proposer is selected. The requirement must be met with certified firms, § 28-127 D.R.M.C., or through the demonstration of a sufficient good faith effort. § 28-128 D.R.M.C.

MWBE Guidelines
The Division of Small Business Opportunity (DSBO) has designated a Minority and Women-Owned Business Enterprise (MWBE) requirement for this project, submittal requirements for which are set forth below. This procurement and resulting contract are governed by Article V, of Chapter 28 of the Denver Revised Municipal Code (D.R.M.C.) (the “DSBO Ordinance”) and accompanying rules and regulations (collectively, the “MWBE Program”). Throughout the life of the contract, the awarded Contractor (the “Contractor”) will be required to comply with the MWBE Program and their Approved MWBE Equity, Diversity, and Inclusion Plan (MWBE EDI Plan), also referred to as a Utilization Plan. Failure by the Contractor to comply therewith during the performance of the contract may be considered a material breach of the contract, which may result in the imposition of sanctions on the Contractor, as deemed appropriate by DSBO and the City.

MWBE Program

City and County of Denver’s MWBE Policy Statement
The City and County of Denver’s ("City") MWBE policy is to ensure nondiscrimination in the award and administration of the City’s construction contracts, professional services contracts, and the City’s procurement of goods and services. The awarded Contractor (the “Contractor”) shall comply with the requirements of Article V, of Chapter 28 of the Denver Revised Municipal Code (D.R.M.C.) (the “DSBO Ordinance”) and accompanying rules and regulations (collectively, the “MWBE Program”) in the award and administration of Subcontracts under any agreement resulting from this solicitation (“the Contract”). The Contractor shall not discriminate on the basis of race, color, religion, national origin, sex, age, or disability in the administration and performance of the Contract. The Contractor shall carry out MWBE Program requirements in the award and administration of its contracts as well as the flow down provisions of the MWBE program requirements intended to be incorporated in all MWBE subcontract agreements regardless of tier. It is the City’s intention to create a level playing field on which MWBEs can compete fairly for City-funded contracts. Failure by the Contractor to comply with or implement these requirements may be a material breach of the Contract, which may result in the termination of the Contract or such other remedy as the City deems appropriate. These legal remedies may include but are not limited to withholding of monthly progress payments, sanctions, and/or disqualifying the Contractor from future bidding. The City’s commitment to the MWBE Program is not intended to and shall not be used as a justification to discriminate against any qualified company or group of companies.

City’s Equity, Diversity, & Inclusion Values
The City is committed to advancing its vision of equity, diversity, inclusion, and sustainability through growing the capacity of historically underutilized businesses, which includes MWBE firms, providing significant contracting opportunities, and ensuring they benefit from said contracts.

MWBE Participation Goal
The MWBE participation goal will be established after contract award based upon scope of services and will maximize the MWBE opportunities available over the total contract
duration. The MWBE participation goal will be based on the total value of all work to be performed under the contract, which may include the value of all change orders, amendments, and modifications. In accordance with § 28-128 D.R.M.C., Contractors must make good faith efforts to meet the assigned goal.

The selected Proposer shall contact DSBO within five (5) business days after being notified of award to request the MWBE Participation Goal for the proposed project. Contact should be made in the form of an email to goals@denvergov.org and should reference project: 2024 Bronco Youth Programs.

Upon DSBO’s review of the proposed project, if DSBO does not establish an MWBE Participation Goal on the proposed project the MWBE requirements shall not be applied to any resulting agreement.

**MWBE Requirements**

Contractors must make adequate and substantial good faith efforts to meet the assigned goal in order to complete negotiations of an executable contract. **No agreement will be executed unless a successful Contractor has demonstrated the required good faith efforts it expects to make to meet the established goal.** Specifically, the Contract will be conditioned on the Contractor meeting the DSBO requirements discussed in this section.

Further, § 28-128 D.R.M.C. shall serve as the basis for evaluating compliance with the good faith efforts requirements. Contractor will be required to solicit the support and assistance of DSBO if they are unable to meet the MWBE participation goal assigned. The selected Proposer shall meet these requirements (e.g., the established participation goal), within ten (10) business days of the effective date of an established MWBE Participation Goal for the proposed project, by submitting the following:

1. **Commitment to MWBE Participation**

   Contractor shall include a completed DSBO form, entitled “Commitment to MWBE Participation,” stating their committed MWBE participation percent. The committed participation level will be inserted into any resulting contract and the Contractor must comply with that committed participation amount during the term of the contract.

2. **Good Faith Effort**

   If Contractor cannot meet the MWBE requirement established by DSBO or is able to only meet part of the requirement, they shall furnish to DSBO a comprehensive statement of their good faith efforts to meet the requirement, along with supporting documentation demonstrative thereof. This means that Contractor must show that it took all necessary and reasonable steps to achieve a MWBE goal or other requirement of this part which, by the scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient MWBE participation, even if they were not fully successful.

   The statement of Good Faith Efforts should address each of the categories outlined in § 28-128 D.R.M.C. and any additional criteria established by rule or regulation. As part of their Good Faith Efforts, Contractors are encouraged to solicit the support and assistance of DSBO by contacting DSBO at dsbo@denvergov.org. All Good Faith Efforts information must be complete, accurate, and adequately documented. Good Faith Efforts must be demonstrated to be substantive and not merely for formalistic compliance with § 28-128 D.R.M.C.

To award a Work Order to a Contractor that has failed to meet the MWBE requirement, DSBO will determine whether Contractor made good faith efforts to actively, effectively, and aggressively seek MWBEs to meet the MWBE requirement prior to submittal submission, which determination shall include consideration of Contractor’s MWBE-EDI-Plan strategies to meet their MWBE participation commitment. Failure of Contractor to
show good faith efforts shall render their submittal ineligible for further consideration with the City.

3. **MWBE Equity, Diversity, and Inclusion Plan (MWBE EDI Plan)**

A proposed MWBE Equity, Diversity, and Inclusion Plan (MWBE EDI Plan) is required by the selected Proposer only. Contractor shall have ten (10) business days following the effective date of an established MWBE Participation Goal for the Proposed Project to submit the Contractor’s MWBE EDI Plan, unless submitting documentation of a good faith effort that states that they can only meet 0% of the MWBE requirement. The MWBE EDI Plan is a separate document that details Contractor’s approach and strategy to equity, diversity, and inclusion in the operation of their business as well as the overall administration of the MWBE requirements, including expectations for their lower tier MWBE Contractors.

Contract execution will be conditioned upon a DSBO-approved MWBE EDI Plan. Upon approval by DSBO of the MWBE EDI Plan, the proposed MWBE EDI Plan shall be referred to as the “Approved MWBE EDI Plan.” Thereafter, the Contractor may be required to prepare and submit to DSBO an updated MWBE EDI Plan, on a minimum of an annual basis, for DSBO approval throughout the term of the contract.

Submitter’s MWBE EDI Plan shall include, but is not limited to:

A. **An MWBE Coordinator.** Identify a MWBE Coordinator that will have direct and independent access to DSBO, the project manager and/or chief operating officer. This coordinator should be identified as one of the Contractor/Consultant’s key personnel and submitted with the submittal package. This Coordinator will manage MWBE requirements including meeting and compliance with reporting requirements. The Coordinator shall identify key personnel and their duties as it relates to escalation matters, the execution of the project, and certified business relations. The Coordinator as well as key personnel shall attend DSBO meetings (compliance meetings, DSBO Equity & Empowerment Council, etc.). The Coordinator will also manage outreach and development efforts to MWBE businesses to improve subcontracting/subconsulting opportunities and assist in the administration of the MWBE EDI Plan. Please elaborate on experience the MWBE Coordinator has related to: experience managing established subcontractor requirements. Experience should indicate success meeting local requirements and compliance with reporting requirements; experience managing outreach and development efforts to small and local businesses to improve subcontracting/subconsulting opportunities.

B. **MWBE Utilization Strategies.** Indicate the anticipated work for MWBEs, estimated value of that work and anticipated timeframe subcontracts will be signed with MWBEs. Describe the strategies and tactics Submitter will use to increase the participation of new and existing MWBE businesses in contracting opportunities.

C. **Technical Assistance and Support Services.** Describe the assistance and/or guidance that Submitter will provide to MWBE businesses that helps move this next generation of MWBE businesses forward. This assistance and/or guidance could include technical, financial, or support services to the MWBE businesses that allows them to have meaningful participation on this or other contracts with Submitter or other business
partners. Examples of such assistance and guidance may include, but are not limited to, quality control, bonding, insurance assistance, prompt payment, mentoring programs, joint ventures, workforce development, technical assistance, access to capital platforms, etc.

D. Procurement Process. Describe Submitter’s procurement process (including policies and procedures) and provide details on the principles that will be used throughout the process to remove barriers in an effort to promote equity and how you ensure that the MWBE Program requirements flow down to all tiers of subcontractor agreements. Indicate as project is designed/details known, how anticipated work will evolve into signed subcontracts with MWBEs and how required MWBE flow down provisions will be included.

E. Communication and Vendor Management. Describe the communication strategies and assistance Submitter will use with MWBE businesses to align their work with the contract requirements which may include, but are not limited to, training for internal and external staff to ensure effective communication, scheduling, safety requirements, terms and conditions, performance expectations, document control, and dispute resolution.

F. Past Performance. Provide examples where Submitter has been successful in promoting equity, diversity, and inclusion both internally and externally. Describe Submitter’s efforts and initiatives towards MWBE mentorship and development, employee recruitment, training, development, and succession planning to promote equity, diversity, and inclusion. Describe how Submitter has promoted these values to both businesses and communities that they serve. Describe times when Submitter has been successful in promoting the participation of MWBE businesses and any assistance provided to the MWBE businesses that promoted their overall growth and success. Examples of such promotion may include, but are not limited to, bonding and insurance assistance, mentor-protégé programs, prompt payment, workforce expansion, innovative and successful partnering with a MWBE firm (i.e., joint venture, performing as a subcontractor to a MWBE etc.), technical assistance, access to capital platforms and community outreach.

G. Submitter’s Culture. Describe how EDI has been promoted internally and rooted within your company through programs that include but are not limited to 1) company policy and programs that advance equity, diversity, and inclusion priorities, 2) employment practices of recruitment/hiring, employee development/advancement, training (i.e., implicit bias), and 3) expectations of valuing and actively collaborating through partnerships with subcontractors.

H. Future Initiatives. Provide a roadmap of the work Submitter intends to do over the next 5 years to promote equity, diversity, and inclusion both internally and externally. Describe practices Submitter intends to use in MWBE mentoring & development, employee recruitment, training, development, and succession planning to promote equity, diversity, and inclusion. Describe any plans Submitter has made to promote these values to both businesses and communities that they serve.
Authority
The DSBO Ordinance and rules and regulations promulgated pursuant thereto apply to this project. Compliance with those, and any additional requirement contained herein, are conditions of responsiveness. The DSBO Ordinance, its accompanying rules and regulations, and additional MWBE guidance are available here: https://www.denvergov.org/dsbo. Submitter is encouraged to contact the procuring agency/Buyer with specific questions related to compliance therewith, who will coordinate with DSBO to reply to Submitter’s questions.

9. Checklist

☐ Narrative/SOW (use template provided – Exhibit A)

☐ Budget (use template provided)

☐ Certificate of Good Standing from Colorado Secretary of State

☐ Copy of Fiscal Sponsorship/Partnership Agreement, if applicable
## Organization Information

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<tr>
<th>Organization Name, as registered with the Colorado Secretary of State:</th>
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<tbody>
<tr>
<td>Doing Business As (d/b/a), if applicable</td>
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<tr>
<td>Fiscal Sponsor, if applicable</td>
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<tr>
<td>Mailing Address, as registered with the Colorado Secretary of State:</td>
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## Organization Contacts

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<tr>
<th>REQUIRED CONTACTS</th>
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<th>TITLE</th>
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<tr>
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<tr>
<td>Contract Contact</td>
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**Invoice schedule:** Monthly (Invoices to be submitted with appropriate back-up to OCAinvoices@denvergov.org)

## To be completed by OCA

**OCA Program:** 2024 Youth Programs

<table>
<thead>
<tr>
<th>Program</th>
<th>Fund</th>
<th>Org</th>
<th>Program Code or Grant ID</th>
<th>Total Budget</th>
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**MAXIMUM CONTRACT AMOUNT**

**Contract Term:** January 1, 2024 – December 31, 2024

**If selected by Competitive Process, Title of RFX:** 2024 Bronco Youth Programs RFP

## A.) Organization Description:

1) **Summary Information**

   a) Briefly describe your organization, its background and connection to the community/communities you serve (100 words)

   b) Describe how your organization uses data to continuously improve your program. (100 words)
c) Describe how your organization supports and retains staff. (100 words)

d) Is your organization certified with the City & County of Denver – Division of Small Business Opportunity (DSBO)? ☐ yes ☐ no

**Disclaimer: Certification with DSBO has no bearing on eligibility nor funding decisions**

2) **Equity, Diversity & Inclusion:** (150 words)

a) Provide the percentage of Leadership and Staff who are racial and/or ethnic minorities in the tables below. (200 words)

<table>
<thead>
<tr>
<th>Organization Leadership</th>
<th>Please check all that apply</th>
</tr>
</thead>
<tbody>
<tr>
<td>81% – 100%</td>
<td>☐</td>
</tr>
<tr>
<td>61% – 80%</td>
<td>☐</td>
</tr>
<tr>
<td>41% - 60%</td>
<td>☐</td>
</tr>
<tr>
<td>21% – 40%</td>
<td>☐</td>
</tr>
<tr>
<td>0% – 20%</td>
<td>☐</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Organization Staff</th>
<th>Please check all that apply</th>
</tr>
</thead>
<tbody>
<tr>
<td>81% – 100%</td>
<td>☐</td>
</tr>
<tr>
<td>61% – 80%</td>
<td>☐</td>
</tr>
<tr>
<td>41% - 60%</td>
<td>☐</td>
</tr>
<tr>
<td>21% – 40%</td>
<td>☐</td>
</tr>
<tr>
<td>0% – 20%</td>
<td>☐</td>
</tr>
</tbody>
</table>

b) Which approach(es) to Language Access does your organization use to serve youth with limited English proficiency?

<table>
<thead>
<tr>
<th>Approach</th>
<th>Please check all that apply</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hire staff that speak languages other than English</td>
<td>☐</td>
</tr>
<tr>
<td>Contract for interpretation and translation services</td>
<td>☐</td>
</tr>
<tr>
<td>Utilize technology (Google Translate)</td>
<td>☐</td>
</tr>
<tr>
<td>Partner with other community-based organizations that speak languages other than English</td>
<td>☐</td>
</tr>
<tr>
<td>Other</td>
<td>☐</td>
</tr>
<tr>
<td>None of the above</td>
<td>☐</td>
</tr>
</tbody>
</table>
3) **Collective Impact:** (200 words)

   a.) Describe how your organization leverages partnerships to enhance your program and benefit participants. Provide specific examples. (200 words)

**B.) Program Description:**

1) How long has your organization been delivering this program?

<table>
<thead>
<tr>
<th>Time</th>
<th>Please check all that apply</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 – 2 years</td>
<td>☐</td>
</tr>
<tr>
<td>3 years to 5 years</td>
<td>☐</td>
</tr>
<tr>
<td>6 years to 10 years</td>
<td>☐</td>
</tr>
<tr>
<td>11+ years</td>
<td>☐</td>
</tr>
</tbody>
</table>

2) Program Area: (choose the category that most closely describes your program)

<table>
<thead>
<tr>
<th>Category</th>
<th>Please select only 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Youth Violence Prevention</td>
<td>☐</td>
</tr>
<tr>
<td>Youth Mental Health</td>
<td>☐</td>
</tr>
<tr>
<td>Recreation Activities</td>
<td>☐</td>
</tr>
<tr>
<td>Academic Support</td>
<td>☐</td>
</tr>
<tr>
<td>Career Pathway Exploration</td>
<td>☐</td>
</tr>
<tr>
<td>Other: please describe</td>
<td>☐</td>
</tr>
</tbody>
</table>

3) Indicate the PRIMARY population this program intends to serve, including basic demographics of participants. (200 words)

<table>
<thead>
<tr>
<th>Age</th>
<th>Please select one</th>
</tr>
</thead>
<tbody>
<tr>
<td>prenatal to 5</td>
<td>☐</td>
</tr>
<tr>
<td>6 years to 10 years</td>
<td>☐</td>
</tr>
<tr>
<td>11 years to 14 years</td>
<td>☐</td>
</tr>
<tr>
<td>15 years to 18 years</td>
<td>☐</td>
</tr>
<tr>
<td>19 years to 24 years</td>
<td>☐</td>
</tr>
</tbody>
</table>
Race/Ethnicity

<table>
<thead>
<tr>
<th>Race/Ethnicity</th>
<th>Please check all that apply</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asian</td>
<td>☐</td>
</tr>
<tr>
<td>Black/African American</td>
<td>☐</td>
</tr>
<tr>
<td>Hispanic/LatinX</td>
<td>☐</td>
</tr>
<tr>
<td>Native American or Alaska Native</td>
<td>☐</td>
</tr>
<tr>
<td>Native Hawaiian or Pacific Islander</td>
<td>☐</td>
</tr>
<tr>
<td>White</td>
<td>☐</td>
</tr>
<tr>
<td>Two or more races</td>
<td>☐</td>
</tr>
</tbody>
</table>

Gender Identity

<table>
<thead>
<tr>
<th>Gender Identity</th>
<th>Please check all that apply</th>
</tr>
</thead>
<tbody>
<tr>
<td>Male</td>
<td>☐</td>
</tr>
<tr>
<td>Female</td>
<td>☐</td>
</tr>
<tr>
<td>Gender non-conforming</td>
<td>☐</td>
</tr>
</tbody>
</table>

4) Describe your organization’s strategies for the following: (200 words)
   i) Recruitment
   ii) Enrollment
   iii) Retention

<table>
<thead>
<tr>
<th>Program reach</th>
<th>Please select one</th>
</tr>
</thead>
<tbody>
<tr>
<td>One to 20 youth</td>
<td>☐</td>
</tr>
<tr>
<td>20 to 50 youth</td>
<td>☐</td>
</tr>
<tr>
<td>50 or more youth</td>
<td>☐</td>
</tr>
</tbody>
</table>

5) Describe how your organization engages the participant voice to inform program delivery based on the box(es) checked in the table below, and how the collected information is incorporated (200 words)

<table>
<thead>
<tr>
<th>Strategy</th>
<th>Please check all that apply</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surveys</td>
<td>☐</td>
</tr>
<tr>
<td>Focus Groups</td>
<td>☐</td>
</tr>
<tr>
<td>Other:</td>
<td>☐</td>
</tr>
</tbody>
</table>

6) Describe the policies and practices in place to keep participants physically and emotionally safe in the program. (200 words)
7) Describe the days and times your program(s) is/are offered.

<table>
<thead>
<tr>
<th>Time of day</th>
<th>Please check all that apply</th>
<th>Total number of hours per day</th>
<th>Total number of hours per week</th>
<th>Total number of weeks</th>
</tr>
</thead>
<tbody>
<tr>
<td>After school</td>
<td>☐</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Before school</td>
<td>☐</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spring</td>
<td>☐</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Summer</td>
<td>☐</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fall</td>
<td>☐</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>During school days</td>
<td>☐</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-contact days</td>
<td>☐</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

8) Physical location(s) of your program(s).

<table>
<thead>
<tr>
<th>Name (if rec center, church, etc)</th>
<th>Street Address</th>
<th>City</th>
<th>Zip</th>
<th>Council District</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Geographical Location

<table>
<thead>
<tr>
<th>Please check all that apply</th>
<th>Geographical Location</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Citywide</td>
</tr>
<tr>
<td></td>
<td>Child Well Being Index Opportunity Neighborhoods:</td>
</tr>
<tr>
<td></td>
<td>Athmar Park</td>
</tr>
<tr>
<td></td>
<td>Barnum</td>
</tr>
<tr>
<td></td>
<td>Barnum West</td>
</tr>
<tr>
<td></td>
<td>Chaffee Park</td>
</tr>
<tr>
<td></td>
<td>Clayton</td>
</tr>
<tr>
<td></td>
<td>Cole</td>
</tr>
<tr>
<td></td>
<td>College View</td>
</tr>
<tr>
<td></td>
<td>East Colfax</td>
</tr>
<tr>
<td></td>
<td>Elyria Swansea</td>
</tr>
<tr>
<td></td>
<td>Five Points</td>
</tr>
<tr>
<td></td>
<td>Globeville</td>
</tr>
<tr>
<td></td>
<td>Goldsmith</td>
</tr>
<tr>
<td></td>
<td>Harvey Park</td>
</tr>
</tbody>
</table>
9) Describe your program(s) offered. (200 words)

<table>
<thead>
<tr>
<th>Organization size</th>
<th>Please select one</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single content area</td>
<td>☐</td>
</tr>
<tr>
<td>Multiple content areas</td>
<td>☐</td>
</tr>
</tbody>
</table>

C.) Budget & Budget Narrative: A detailed budget for the entire contract period of 1/1/2024 – 12/31/2024

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>Narrative: include position, salary or hourly rate, % of time</td>
</tr>
<tr>
<td>Fringe</td>
<td>Narrative: include the % of total listed in personnel section</td>
</tr>
<tr>
<td>Travel</td>
<td>Narrative: based on IRS rate</td>
</tr>
<tr>
<td>Equipment</td>
<td>Narrative: only for approved purchases that exceed $5000 INDIVIDUALLY</td>
</tr>
<tr>
<td>Supplies &amp; Materials</td>
<td>Narrative: include estimated number and cost calculations</td>
</tr>
<tr>
<td>Subcontracts</td>
<td>Narrative: include service provider, rate and deliverable (service provider with a fiscal sponsor will be listed here)</td>
</tr>
<tr>
<td>Other Direct Costs</td>
<td>Narrative: include all costs that are for this program only that are not included in any other category</td>
</tr>
<tr>
<td>Indirect Costs</td>
<td>Narrative: include all costs that apply to the entire organization</td>
</tr>
</tbody>
</table>
D.) Goals & Outcomes:

1.) Describe proposed program outcome(s) and related goals. (350 words)

a.) Outcomes:

Please identify at least 1 proposed OUTCOME from the list of PROTECTIVE FACTORS below:

- Provide quality education early in life
- Promote environments that support healthy development
- Connect young people to caring adults and activities
- Strengthen the development of social, emotional and academic skills for youth and adults
- Provide access to mental health supports
- Support work development and opportunities for employment
- Other: ___________________________

b.) Goals:

(Please use a SMART goal format (Specific, Measurable, Attainable, Relevant, Time-Bound))

Programs must identify at least one measurable goal which directly relates to the proposed outcome.

Please see examples in Exhibit G

<table>
<thead>
<tr>
<th>Outcome #1: [enter the 1st choice from protective factors above]</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Goal</strong></td>
</tr>
<tr>
<td>a. 80% of participants report feeling safe during program</td>
</tr>
<tr>
<td>b.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Outcome #2 (optional): [enter the 2nd choice from protective factors above]</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Goal</strong></td>
</tr>
<tr>
<td>a. 80% of participants report feeling safe during program</td>
</tr>
<tr>
<td>b.</td>
</tr>
</tbody>
</table>
Compliance & Reporting Requirements

General Requirements:

1) All modifications to the services and/or budget that exceeds 5% in change to any line item must be pre-approved in writing by the Office of Children’s Affairs.
2) Funds must be used to support direct program services as outlined in the RFP.
3) Funding is intended to serve as a supplement, to support keeping doors open for programs by and/or increase/expand existing programming, not to supplant other funding sources.
4) Programs that are not licensed by the Colorado Department of Human Services must meet Minimum Safety Requirements as outlined in Exhibit C of the RFP.
5) Programs must ensure all direct service staff participate in the State’s Mandatory Reporter Training.
6) Programs serving Denver Public School students must provide evidence of an active DPS Partnership Agreement and are highly encouraged to have a DPS Data Sharing Agreement and download reports to use applicable data points as part of its reporting.
7) Organizations must ensure its DAAsconnect profile is kept up-to-date so current activities are visible on the Youth Program Locator if applicable.
8) Organizations must report on goals and outcomes in DAAsconnect.
   • Organizations will be required to host one site visit for Office of Children’s Affairs staff each year.
   • Organizations are expected to display signage and/or online banners noting that the program receives funding from the Office of Children’s Affairs. The City will provide electronic files that can be printed and/or displayed on websites and other materials.
   • Organizations may be required to meet with an Office of Children’s Affairs representative to debrief, share lessons learned about process, programming impact, etc.

Data Tracking/Reports/Surveys:

1) For each site, programs must electronically track individual attendance for unduplicated students to include the following data:
   a) DPS student ID (if DPS student ID is not available for a participant, a unique identifier will be assigned instead)
   b) Number of days attended
   c) Unduplicated and daily attendance
   d) First name
   e) Last name
   f) Date of birth
   g) Race and Ethnicity
      i) Asian, Black/African American, Hispanic/Latinx, Native American or Alaska Native, Native Hawaiian or Pacific Islander, White, Two or more races, Decline to Answer
   h) Gender identity
      i) Male, Female, Gender non-conforming, Data not collected
   i) Require parental consent to share data with the City and its partners for evaluation purposes.
   j) Track the overall number hours, days, and weeks the program is offered. Attendance data must be uploaded by spring, summer, fall to DAAsconnect.
2) Data Collection Waivers for Inclusion in Youth Registration Packets if Organization is not using DAAsconnect to register students:
   • Sharing Data with the City and County of Denver
I give permission to the Organization to release my Child’s identifying information (first name, last name, date of birth, race/ethnicity, gender identity, and student ID), attendance records, grades, survey responses and state assessment test (or other test) scores to the City and County of Denver, for the purposes of evaluating the success of the programs and to improve services for my Child.

I Agree: YES NO

• **Data Collection - Survey Data**
  I give permission for my Child to respond to surveys that assess my Child’s experience with the Organization and provide feedback on programs to gauge if programs are providing a positive impact on my child’s school performance and behavior.
  I Agree: YES NO

• **Data Collection - Data Retention**
  My child’s information will be retained for no more than five years and will be used to evaluate the success of the program. My child’s information will be kept confidential, de-identified to the extent possible, and be protected by law and industry standards. My authorization expires in five years but may be revoked or modified by me by contacting the organization at any time. My child’s participation in this program is not conditional to my signing this waiver.
  I Agree: YES NO
Minimum Insurance Requirements
for all Funded Programs

Insurance Requirements
All awardees will be required to submit proof of insurance required by the City prior to contract execution. (Sample Certificate on Page 2)

Required insurance includes:

1. **Commercial General Liability, with no exclusion for claims of sexual abuse or molestation.** Minimum limits: $1,000,000 per occurrence and $2,000,000 aggregate.

2. **Business Automobile Liability.** Minimum limits: $1,000,000 combined single limit. Note: Please discuss with the Contract Administrator if your agency does not carry this insurance coverage.

3. **Workers’ Compensation/Employer’s Liability.** Minimum limits: Workers’ Compensation – statutory; Employer’s Liability - $100,000 per occurrence bodily injury claims; $100,000 per occurrence bodily injury caused by disease claims; $500,000 aggregate for all bodily injuries caused by disease claims. Note: This coverage can be waived for grantees legally allowed to waive Workers’ Compensation coverage per Colorado law. Please discuss with the Contract Administrator if your agency does not carry Worker’s Compensation coverage.

4. **Cyber Liability:** minimum limits: $1,000,000

5. The City and County of Denver, its elected and appointed officials, employees and volunteers must be named additional insured on the Commercial General Liability and Business Auto Liability policies.

City and County of Denver
Contractor
Certificate of Insurance

Contractors, please provide this sample certificate to your insurance agent or broker.
Certificates must mirror this sample

Note the Additional Insured special instructions below.

The 'description' box must only contain project/contract detail such as the contract name and number and "As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured" with regards to the appropriate policies ONLY.

QUALIFYING LANGUAGE SUCH AS "SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY" and "IF REQUIRED PER WRITTEN CONTRACT" CAN NOT BE ADDED.

DO NOT ATTACH ADDITIONAL INSURED ENDORSEMENTS OR POLICIES.

If any additional language is added to this section, the certificate will be rejected. If the requirements can not be complied with, we reserve the option to move on to another contractor.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>INSURER(S) AFFORDING COVERAGE</th>
<th>NAIC #</th>
</tr>
</thead>
<tbody>
<tr>
<td>INSURER A:</td>
<td></td>
</tr>
<tr>
<td>INSURER B:</td>
<td></td>
</tr>
<tr>
<td>INSURER C:</td>
<td></td>
</tr>
<tr>
<td>INSURER D:</td>
<td></td>
</tr>
<tr>
<td>INSURER E:</td>
<td></td>
</tr>
<tr>
<td>INSURER F:</td>
<td></td>
</tr>
</tbody>
</table>

COVERS DAMAGED TO TRESPASSER; PERSONAL & ADJURY; GENERAL AGGREGATE LIMIT APPLIES PER: OCCUR; EACH OCCURRENCE; AGGREGATE.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

* Can also list "no exclusion for sexual assault or molestation" here

CERTIFICATE HOLDER

City of Denver, Office of Children’s Affairs
201 W Colfax Ave, Dept 1101
Denver, CO 80202-5329

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

SIGNATURE

© 1988-2015 ACORD CORPORATION. All rights reserved.
Minimum Safety for Requirements for Sites
NOT licensed by the Colorado Department of Human Services

Staff
1. Background Checks:
   a. The award recipient agrees to conduct a thorough and deliberate selection process to ensure a standard of excellence for all personnel, volunteers and contractors.
   b. All personnel, volunteers and contractors providing services to students through direct contact, at least once a month, shall be required to have a criminal background check completed through one of four options as described in 26-6-103.7(4), C.R.S. prior to delivering services. The results shall comply with the provisions of 24-72-305.3, C.R.S. and upon request, be available to the City and County of Denver.
   c. Within the first 60 days of service, personnel who provide services to students through direct contact, at least once per month shall be required to submit to a federal bureau of investigation fingerprint-based criminal history records check utilizing the Colorado bureau of investigation if the employee, volunteer, or applicant has resided in the state of Colorado less than two years.
   d. The award recipient shall request the state department to ascertain whether the person being investigated has been convicted of felony child abuse as specified in section 18-6-401, C.R.S., or a felony offense involving unlawful sexual behavior as designed in section 16-22-102(9), C.R.S. The results of the background check shall comply with the provisions of 24-72-305.3, C.R.S. and upon request be available to the City and County of Denver.
   e. During the term of the contract, all new personnel, subcontractors, and agents, whether paid or not, that are hired or added to perform the work or services directly with students shall be subject to these same requirements before performing services.

2. CPR/First Aid:
   a. At least one staff member certified in CPR/First Aid training must be on-site at all times.
   b. When off site (field trips, etc.) at least one staff person must be currently CPR/First Aid Certified.

3. Policies/Procedures:
   a. There is a plan in place to provide adequate staff coverage in case of emergencies.
   b. Program maintains appropriate staff/student ratios based on ages of participants and types and complexity of activities (i.e., academic intervention 1:10, larger scale health and fitness activities 1:25, etc.).
   c. The program should maintain appropriate and easily accessible youth records for a minimum of seven years, including: name, address, age, of student, emergency contact information, written authorization for participation, program
EXHIBIT C

attendance data, food allergies and other pertinent information. Ideally, these records should be kept electronically. All records containing participant information must be kept confidential and only released with the appropriate authorizations or if there is clear and immediate danger. d. All staff shall be free from illness and conduct that would endanger the health, safety, or well-being of children.
e. Policies and protocols are in place to guide staff interactions and interventions with children and youth (e.g., behavior management, appropriate verbal and physical interactions with youth) and all staff are trained in them.
f. Policies and protocols are in place to ensure that all staff and volunteers are trained as mandatory reporters. Any suspicions of child abuse and/or neglect must be reported to the appropriate authority, following Colorado state law.

Transportation/Field Trips
1. If the program provides transportation, there are established policies to transport youth safely; the policies comply with all legal requirements for vehicles and drivers. Vehicles used are in proper working order. Programs maintain appropriate levels of insurance coverage and comply with applicable laws of the Colorado Department of Revenue, Motor Vehicles Division.
2. Written permission from parents or guardians is required, including emergency contact information, and written authorization from parent or guardian for emergency medical care. This information should be in the possession of the supervising staff on the field trip.
3. At least one staff member on the field trip should be CPR/First Aid trained and certified and should have a first aid kit in their possession.
4. A list of all youth and staff on the field trip shall be kept at the organization site.
5. There must be an established means of communication between staff and the program office when children are being transported or away from the permanent site on a field trip.

Environment/Safe Place
1. Youth are appropriately supervised at all times according to youths’ ages, abilities, and needs and the level of risk involved in the activity to ensure both physical and emotional safety.
2. Systems are in place to protect children and youth when they move from one place to another.
3. The staff must know who is present at all times within the program site.
4. Each site shall maintain and post appropriate fire and health inspection certificates, if selling food at the establishment.
5. The site should have an age-appropriate policy on how participants are released from the program.
6. Written emergency procedures are required that explain at a minimum, how youth will be evacuated to a safe area in case of fire or other disaster and the reporting of reportable communicable illnesses to the local health department pursuant to regulations of the Colorado Department of Public Health and Environment. Appropriate drills (fire, tornado, lockdown, and emergency evacuation) should be held during the programming period.
7. At least one first aid kit should be fully stocked and readily available on-site at all times.
8. The program should have policies in place regarding use of sunscreen and bug repellent. Policies need to be clearly communicated to parents and guardians, if applicable.
9. The program should have policies in place for medication dispensation, if applicable.
10. Hygienic practices regarding hand washing and toileting shall be in compliance with the requirements of the Colorado Department of Public Health and Environment.
11. The program space and equipment is clean, well-maintained, free of hazards, safe, and age-appropriate.

Food
1. Areas used for food preparation, dish and utensil washing, and storage shall be in compliance with the requirements of the City and County of Denver’s Department of Environmental Health.
2. Youth member dietary allergy information shall be referenced and adhered to when preparing food for any and all participants.
3. Drinking water shall be readily accessible at all times.
Participant Tracking Requirements: Data, Attendance, and Data Collection Waivers

As an award recipient, you will be required to collect and report the following information, which you will be responsible for entering into the DAACconnect Management Information System (see additional details in the section below):

1. **Participant Identification Data**
   - i. First Name
   - ii. Last Name
   - iii. Date of Birth
   - iv. DPS ID number (if a DPS student)
   - v. Race/ethnicity
   - vi. Gender Identity

2. **Attendance/Participation Tracking**

3. **Waivers for Data Collection**

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1. **Participant Identification Data:**

   For each participant that is served with award funds, the award recipient must collect and report the following information on the participant: first name, last name, date of birth and the Denver Public Schools (DPS) Identification number. If the participant is not a DPS student, the DPS ID does not need to be collected.

   **WHY?** The four data points (first name, last name, date of birth, and DPS Student ID) are required to enter the participant into DAACconnect, to track program participation and to provide an unduplicated count required for award reporting. Collecting this data helps both the award recipients’ and the City’s data integrity by keeping accurate, complete, and reliable records of the participants in their programs.

2. **Attendance/Participation Tracking:**

   Attendance or participation tracking is required for any participant served with award funds. It is required to record the ‘summary attendance’ for participant, for each term (fall, spring, and summer). An attendance roster will be provided to the award recipient and the roster will be uploaded into DAACconnect, where the system will record attendance information, including an unduplicated count, which is required on the Award Report. The roster will require the participant identification data and the number of times each participant attended the program in each term. The award recipient is responsible for tracking the number of times each participant attended the program. Below is an example of the attendance roster:
WHY? Tracking individual attendance is important in supporting program level planning and decision making, gauging the demand for services, and monitoring the quality and effectiveness of a program. It is also critical in determining the “dosage” or threshold at which individual programs and program types have an impact on participant outcomes. Overall, tracking individual participant attendance will provide a critical data element for use within the award recipient’s own evaluation efforts.

OPTION: Award recipients have the option to use the DAAconnect system for daily attendance tracking. If DAAconnect is used for daily attendance, award recipients would take attendance daily in the system, thus eliminating the need for the attendance roster.

3. Waivers for Data Collection:

The following waivers must be collected from each youth participant’s parent/guardian or each adult participant and stored on file with the award recipient:

Sharing Data with the City and County of Denver
I give permission to the Organization to release my Child’s identifying information (first name, last name, date of birth, and student ID), attendance records, grades, survey responses and state assessment test (or other test) scores to the City and County of Denver, for the purposes of evaluating the success of the programs and to improve services for my Child.

I Agree:   YES     NO

Data Collection - Survey Data
I give permission for my Child to respond to surveys that assess my Child’s experience with the Organization and provide feedback on programs to gauge if programs are providing a positive impact on my child’s school performance and behavior.

I Agree:   YES     NO

Data Collection - Data Retention
My child’s information will be retained for no more than five years and will be used to evaluate the success of the program. My child’s information will be kept confidential, de-identified to the extent possible, and be protected by law and industry standards. My authorization expires in five years but may be revoked or modified by me by contacting the organization at any time. My child’s participation in this program is not conditional to my signing this waiver.

I Agree:   YES     NO
OPTION: Award recipients have the option to use the DAAconnect system for program registration and daily attendance tracking. If DAAconnect is used for program registration, the data collection waivers above are inclusive of the DAAconnect registration process, and therefore do not need to be separately collected or stored.

**WHY?** As personally identifiable information (PII data) of participants is being collected for attendance tracking purposes, the City and County of Denver requires organizations to provide specific waivers regarding data collection for parents/guardians or adult participants to review and sign.
GOALS IN SMART FORMAT
(Please use a SMART goal format (Specific, Measurable, Attainable, Relevant, Time-Bound)

Programs must identify at least 1 measurable goal that directly ties to the proposed outcome(s)

Goal
75% of youth who indicate to staff that they are experiencing trauma, depression, suicidal ideation, substance misuse, etc. will participate in at least one session with the Love Center on-site mental health specialist, to become more self-aware of emotions and how to manage them.

Measurement
As evidenced through personal report and self-assessments, youth identified as “at risk” will be paired with the appropriate mental health therapist to engage in on-site mental and behavioral health services.
Youth survey
Day-leadership staff survey of youth behavior.
Staff behavior management notes.

Timeline
Assessments will be completed at intake; youth will receive services on an as needed basis throughout the duration of their participation. Results will be made available by December 31, 2023 and at each change in program through the end of the fiscal cycle.

By December 31, 2023 and at each change in program through the end of the fiscal cycle.

Among middle and high school students who participate in the year-round after-school program, 60% of them will demonstrate improved social-emotional skills associated with problem-solving and conflict resolution as.

Measurement
Through the curriculum-based mentor program and consistent engagement in programming, we expect to see these improvements overtime. Our staff and IC will observe and maintain appropriate reporting in improvements.
Youth Survey, and (SAYO?) SELPQA

Timeline
By December 31, 2023 and at each change in program through the end of the fiscal cycle.
EXHIBIT F

It is the culmination of factors that present significant challenges to children and families. The child with fewer obstacles to overcome in everyday experiences is likely to have more opportunities for both academic and life success.

Eleven indicators that measure differences in education, health, and community opportunities were statistically aggregated to provide a snapshot of opportunity for Denver children by neighborhood. These indicators include:

- Births to Women without a High School Diploma;
- Teen Births;
- Overweight or Obese Children;
- Kindergarten Readiness;
- Third Graders Not Reading at Grade Level;
- Ninth Graders Chronically Absent;
- Adults without a High School Diploma;
- Children in Single-Parent Families;
- Child Poverty;
- Violent Crime; and
- Unemployment.
EXHIBIT G

AGREEMENT

THIS AGREEMENT is made and entered into by and between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado (the “City”) and______________________________, with an address of __________________ (“Contractor”); which may individually be referred to herein as a “Party” or jointly as “Parties”.

The parties agree as follows:

1. **COORDINATION AND LIAISON:** The Contractor shall fully coordinate all services under the Agreement with the Executive Director of the Office of Children’s Affairs (“Executive Director”) or, the Executive Director’s Designee.

2. **SERVICES TO BE PERFORMED:**
   
   2.1 As the Executive Director directs, the Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth in Exhibit A, the Scope of Work, to the City’s satisfaction.
   
   2.2 The Contractor is ready, willing, and able to provide the services required by this Agreement.
   
   2.3 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 January 1, 2024 and will terminate on December 31, 2024 (the “Term”). Subject to the Executive Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director.

4. **COMPENSATION AND PAYMENT:**
   
   4.1 **Fee:** The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement the amount of ____________________($__________) for fees. Amounts billed may not exceed the rates set forth in Exhibit A.

   4.2 **Reimbursable Expenses:** There are no reimbursable expenses allowed under the Agreement. All of the Contractor’s expenses are contained in the rates in Exhibit A.
4.3 **Invoicing:** Contractor 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.

4.4 **Maximum Contract Amount:**

4.4.1 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 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.

4.4.2 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 CONTRACTOR:** The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the 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.

6. **TERMINATION:**

6.1 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.

6.2 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, kickbacks, 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.

6.3 Upon termination of the Agreement, with or without cause, the Contractor 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.

6.4 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 Contractor’s possession, custody, or control by whatever method the City deems expedient. The 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. The Contractor shall mark all copies of work product that are incomplete at the time of termination “DRAFT-INCOMPLETE”.

7. **EXAMINATION OF RECORDS AND AUDITS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor’s performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. 20-276.

8. **COLORADO 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 Contractor. 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:**

9.1 **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, including any extension thereof, and during any warranty period. 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 require notification to the City in the event any of the required 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, (Contractor/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. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

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

9.3 **Additional Insureds:** For Commercial General Liability and Auto Liability, Contractor and subcontractor’s insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

9.4 **Waiver of Subrogation:** For all coverages required under this Agreement, with the exception of Professional Liability, Contractor’s insurer shall waive subrogation rights against the City.

9.5 **Subcontractors and Subconsultants:** Contractor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided.

9.6 **Workers’ Compensation and Employer’s Liability Insurance:** Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer’s Liability insurance with limits 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.

9.7 **Commercial General Liability:** Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of $1,000,000 for each bodily injury and property damage occurrence, $2,000,000 products and completed operations aggregate (if applicable), and $2,000,000 policy aggregate. Policy shall not contain an exclusion for sexual abuse, molestation or misconduct.

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

9.9 **Cyber Liability:** Contractor shall maintain Cyber Liability coverage with minimum 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. If Claims Made, the policy shall be kept in force, or a Tail policy placed, for three (3) years.

10. **DEFENSE AND INDEMNIFICATION:**

10.1 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 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 Contractor 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.

10.2 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.

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

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

11. **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.*

12. **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 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.

13. **ASSIGNMENT; SUBCONTRACTING:** The Contractor 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 Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

14. **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.

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

16. **NO AUTHORITY TO BIND CITY TO CONTRACTS:** The 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 Denver Revised Municipal Code.

17. **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.

18. **CONFLICT OF INTEREST:**

18.1 No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Contractor 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.

18.2 The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor 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 Contractor by placing the Contractor’s own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The 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 Contractor written notice describing the conflict.

19. **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 Contractor at the address first above written, and if to the City at:

    Executive Director of Office of Children’s Affairs
    201 West Colfax Avenue, Dept. 1101
    Denver, CO 80202

With a copy of any such notice to:

    Denver City Attorney’s Office
    1437 Bannock St., Room 353
    Denver, Colorado 80202
20. **DISPUTES:** All disputes between the City and Contractor 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 this Agreement, 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, protective hairstyles, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.

23. **COMPLIANCE WITH ALL LAWS:** Contractor 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:** 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.

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 Contractor 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 Contractor 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 Contractor 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 Contractor (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
Contractor’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 Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the 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. The 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.

30. **CONFIDENTIAL INFORMATION:**

   30.1 “Confidential Information” means all information or data disclosed in written or machine recognizable form and is marked or identified at the time of disclosure as being confidential, proprietary, or its equivalent. Each of the Parties may disclose (a “Disclosing Party”) or permit the other Party (the “Receiving Party”) access to the Disclosing Party’s Confidential Information in accordance with the following terms. Except as specifically permitted in this Agreement or with the prior express written permission of the Disclosing Party, the Receiving Party shall not: (i) disclose, allow access to, transmit, transfer or otherwise make available any Confidential Information of the Disclosing Party to any third party other than its employees, subcontractors, agents and consultants that need to know such information to fulfil the purposes of this Agreement, and in the case of non-employees, with whom it has executed a non-disclosure or other agreement which limits the use, reproduction and disclosure of the Confidential Information on terms that afford at least as much protection to the Confidential Information as the provisions of this Agreement; or (ii) use or reproduce the Confidential Information of the Disclosing Party for any reason other than as reasonably necessary to fulfil the purposes of this Agreement. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. The City will retain all right, title, and interest in its Confidential Information.

   30.2 The Contractor shall provide for the security of Confidential Information and information which may not be marked, but constitutes personally identifiable information, HIPAA, CJIS, or other federally or state regulated information (“Regulated Data”) in accordance with all
applicable laws, rules, policies, publications, and guidelines. If the Contractor receives Regulated Data outside the scope of this Agreement, it shall promptly notify the City.

30.3 Confidential Information that the Receiving Party can establish: (i) was lawfully in the Receiving Party’s possession before receipt from the Disclosing Party; or (ii) is or becomes a matter of public knowledge through no fault of the Receiving Party; or (iii) was independently developed or discovered by the Receiving Party; or (iv) was received from a third party that was not under an obligation of confidentiality, shall not be considered Confidential Information under this Agreement. The Receiving Party will inform necessary employees, officials, subcontractors, agents, and officers of the confidentiality obligations under this Agreement, and all requirements and obligations of the Receiving Party under this Agreement shall survive the expiration or earlier termination of this Agreement.

30.4 Nothing in this Agreement shall in any way limit the ability of the City to comply with any laws or legal process concerning disclosures by public entities. The Parties understand that all materials exchanged under this Agreement, including Confidential Information, may be subject to the Colorado Open Records Act., § 24-72-201, et seq., C.R.S., (the “Act”). In the event of a request to the City for disclosure of confidential materials, the City shall advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If the Contractor objects to disclosure of any of its material, the Contractor shall identify to the City the legal basis under the Act for any right to withhold. If the matter is not resolved, the City will tender all material to the court for judicial determination of the issue of disclosure. The City further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of the Contractor’s intervention to protect and assert 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.

31. PROTECTED INFORMATION AND DATA PROTECTION:
31.1 **Compliance with Data Protection Laws:** The Contractor shall comply with all applicable international, federal, state, local laws, rules, regulations, directives, and policies relating to data protection, use, collection, disclosures, processing, and privacy as they apply to the Contractor under this Agreement, including, without limitation, applicable industry standards or guidelines based on the data’s classification relevant to the Contractor’s performance hereunder and, when applicable, the most recent iterations of § 24-73-101, et seq., C.R.S., IRS Publication 1075, the Health Information Portability and Accountability Act (HIPAA), the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all Criminal Justice Information, the Colorado Consumer Protection Act, and the Payment Card Industry Data Security Standard (PCI-DSS), (collectively, “Data Protection Laws”). If the Contractor becomes aware that it cannot reasonably comply with the terms or conditions contained herein due to a conflicting law or policy, the Contractor shall promptly notify the City.

31.2 **Safeguarding Protected Information:** “Protected Information” means data, regardless of form, that has been designated as private, proprietary, protected, or confidential by law, policy, or the City. Protected Information includes, but is not limited to, employment records, protected health information, student records, education records, criminal justice information, personal financial records, research data, trade secrets, classified government information, other regulated data, and personally identifiable information as defined by §§ 24-73-101(4)(b) and 6-1-716(1)(g)(I)(A), C.R.S., as amended. Protected Information shall not include public records that by law must be made available to the public pursuant to the Colorado Open Records Act § 24-72-201, et seq., C.R.S. To the extent there is any uncertainty as to whether data constitutes Protected Information, the data in question shall be treated as Protected Information until a determination is made by the City or an appropriate legal authority. Unless the City provides security protection for the information it discloses to the Contractor, the Contractor shall implement and maintain reasonable security procedures and practices that are both appropriate to the nature of the Protected Information disclosed and that are reasonably designed to help safeguard Protected Information from unauthorized access, use, modification, disclosure, or destruction. Disclosure of Protected Information does not include disclosure to a third party under circumstances where the City retains primary responsibility for implementing and maintaining reasonable security procedures and practices appropriate to the nature of the Protected Information, and the City implements and
maintains technical controls reasonably designed to safeguard Protected Information from unauthorized access, modification, disclosure, or destruction or effectively eliminate the third party's ability to access Protected Information, notwithstanding the third party's physical possession of Protected Information. If the Contractor has been contracted to maintain, store, or process personal information on the City’s behalf, the Contractor is a “Third-Party Service Provider” as defined by § 24-73-103(1)(i), C.R.S.

31.3 **Data Access and Integrity**: The Contractor shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards necessary and appropriate to ensure compliance with the standards, guidelines, and Data Protection Laws applicable to the Contractor’s performance hereunder to ensure the security and confidentiality of all data. The Contractor shall protect against threats or hazards to the security or integrity of data; protect against unauthorized disclosure, access to, or use of any data; restrict access to data as necessary; and ensure the proper use of data. The Contractor shall not engage in “data mining” except as specifically and expressly required by law or authorized in writing by the City. All data and Protected Information shall be maintained and securely transferred in accordance with industry standards. Unless otherwise required by law, the City has exclusive ownership of all data it discloses under the Agreement, and the Contractor shall have no right, title, or interest in data obtained in connection with the services provided herein.

31.4 **Data Retention, Transfer, Litigation Holds, and Destruction**: Using appropriate and reliable storage media, the Contractor shall regularly backup data used in connection with this Agreement and retain such backup copies consistent with the Contractor’s data retention policies. Upon termination of the Agreement, the Contractor shall securely delete or securely transfer all data, including Protected Information, to the City in an industry standard format as directed by the City; however, this requirement shall not apply to the extent the Contractor is required by law to retain data, including Protected Information. Upon the City’s request, the Contractor shall confirm the data disposed of, the date disposed of, and the method of disposal. With respect to any data in the Contractor’s exclusive custody, the City may request that the Contractor preserve such data outside of its usual record retention policies. The City will promptly coordinate with the Contractor regarding the preservation and disposition of any data and records relevant to any current or anticipated litigation, and the Contractor shall continue to
preserve the records until further notice by the City. Unless otherwise required by law or regulation, when paper or electronic documents are no longer needed, the Contractor shall destroy or arrange for the destruction of such documents within its custody or control that contain Protected Information by shredding, erasing, or otherwise modifying the Protected Information in the paper or electronic documents to make it unreadable or indecipherable.

31.5 **Software and Computing Systems:** At its reasonable discretion, the City may prohibit the Contractor from the use of certain software programs, databases, and computing systems with known vulnerabilities to collect, use, process, store, or generate data and information, with Protected Information, received as a result of the Contractor’s services under this Agreement. The Contractor shall fully comply with all requirements and conditions, if any, associated with the use of software programs, databases, and computing systems as reasonably directed by the City. The Contractor shall not use funds paid by the City for the acquisition, operation, or maintenance of software in violation of any copyright laws or licensing restrictions. The Contractor shall maintain commercially reasonable network security that, at a minimum, includes network firewalls, intrusion detection/prevention, enhancements or updates consistent with evolving industry standards, and periodic penetration testing.

31.6 **Background Checks:** The Contractor will ensure that, prior to being granted access to Protected Information, the Contractor’s agents, employees, subcontractors, volunteers, or assigns who perform work under this Agreement have all undergone and passed all necessary 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 Data Protection Laws, and possess all qualifications appropriate to the nature of the employees’ duties and the sensitivity of the data.

31.7 **Subcontractors and Employees:** If the Contractor engages a subcontractor under this Agreement, the Contractor shall impose data protection terms that provide at least the same level of data protection as in this Agreement and to the extent appropriate to the nature of the services provided. The Contractor shall monitor the compliance with such obligations and remain responsible for its subcontractor’s compliance with the obligations of this Agreement and for any of its subcontractors acts or omissions that cause the Contractor to breach any of its obligations under this Agreement. Unless the Contractor provides its own security protection for
the information it discloses to a third party, the Contractor shall require the third party to implement and maintain reasonable security procedures and practices that are appropriate to the nature of the Protected Information disclosed and that are reasonably designed to protect it from unauthorized access, use, modification, disclosure, or destruction. Any term or condition within this Agreement relating to the protection and confidentially of any disclosed data shall apply equally to both the Contractor and any of its subcontractors, agents, assigns, employees, or volunteers. Upon request, the Contractor shall provide the City copies of its record retention, data privacy, and information security policies.

31.8 **Security Breach:** If the Contractor becomes aware of an unauthorized acquisition or disclosure of unencrypted data, in any form, that compromises the security, access, confidentiality, or integrity of Protected Information or data maintained or provided by the City (“Security Breach”), the Contractor shall notify the City in the most expedient time and without unreasonable delay. The Contractor shall fully cooperate with the City regarding recovery, lawful notices, investigations, remediation, and the necessity to involve law enforcement, as determined by the City and Data Protection Laws. The Contractor shall preserve and provide all information relevant to the Security Breach to the City; provided, however, the Contractor shall not be obligated to disclose confidential business information or trade secrets. The Contractor shall indemnify, defend, and hold harmless the City 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 in connection with a Security Breach or lawful notices.

31.9 **Request for Additional Protections and Survival:** In addition to the terms contained herein, the City may reasonably request that the Contractor protect the confidentiality of certain Protected Information or other data in specific ways to ensure compliance with Data Protection Laws and any changes thereto. Unless a request for additional protections is mandated by a change in law, the Contractor may reasonably decline the City’s request to provide additional protections. If such a request requires the Contractor to take steps beyond those contained herein, the Contractor shall notify the City with the anticipated cost of compliance, and the City may thereafter, in its sole discretion, direct the Contractor to comply with the request at the City’s expense; provided, however, that any increase in costs that would increase the Maximum Contract Amount must first be memorialized in a written amendment complying with City procedures.
Obligations contained in this Agreement relating to the protection and confidentially of any disclosed data shall survive termination of the Agreement, and the Contractor shall continue to safeguard all data for so long as the data remains confidential or protected and in the Contractor’s possession or control.

32. **DATA ACCESS FOR COLLECTING AND STORING CITY DATA:**

32.1 Contractor shall provide permission to approved City analysts for access to Contractor’s server storing City data in relational database form. Contractor shall provide a fully developed data dictionary and relational database structure map. Every City datapoint stored in Contractor’s system shall be accessible to City analysts.

32.2 At a minimum, and upon request of the City, the Contractor shall regularly upload all new City records from all tables in tabular (rows and columns) form to a Secure File Transfer Protocol (SFTP) location accessible to the City. Contractor shall provide data on a frequent basis, minimally every twenty-four hours. Contractor shall provide data with a simple schema (ideally tab- or comma-delimited files) and instructions for populating them to a City server and database. Contractor shall provide a fully developed data dictionary and relational database structure map.

33. **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.

34. **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.

35. **USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** Contractor 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.
36. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE REQUIREMENTS:

36.1 This Agreement is subject to Article V of Chapter 28, Denver Revised Municipal Code ("D.R.M.C."); designated as §§ 28-117 to 28-199 (the "DSBO Ordinance"); and any Rules and Regulations promulgated pursuant thereto. The contract commitment (goal requirement) for MWBE participation established for this Agreement by the Division of Small Business Opportunity ("DSBO") is ___.

36.2 Under § 28-132, D.R.M.C., the Contractor has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with the MWBE participation upon which this Agreement was awarded, unless there is a change in the work by the City under § 28-133, D.R.M.C. The Contractor acknowledges that:

36.2.1 If directed by DSBO, the Contractor is required to develop and comply with an approved Utilization Plan and the requirements therein, in accordance with § 28-129(c), D.R.M.C. Along with the Utilization Plan requirements, the Contractor must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE participation goal. The Utilization Plan is subject to modification by DSBO.

36.2.2 If contract modifications are issued under the Agreement, whether by amendment or otherwise, the Contractor shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases under § 28-133, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification of the change to the City.

36.2.3 If there are changes in the work that include an increase in scope of work under this Agreement, whether by amendment or otherwise, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such change or modification shall be immediately submitted to DSBO for notification purposes.

36.2.4 Those amendments or other modifications that involve a changed scope of work that cannot be performed by existing subcontractors shall be subject to the original goal on the contract. The Contractor shall satisfy such goal with respect to the changed scope of work by
soliciting new MWBEs in accordance with §§ 28-133, D.R.M.C. The Contractor must also satisfy the requirements under §§ 28-128 and 28-136, D.R.M.C., with regard to changes in MWBE scope or participation. The Contractor shall supply to DSBO all required documentation under §§ 28-128, 28-133, and 28-136, D.R.M.C., with respect to the modified dollar value or work under the contract.

36.2.5 If applicable, for contracts of one million dollars ($1,000,000.00) and over, the Contractor is required to comply with § 28-135, D.R.M.C., regarding prompt payment to MWBEs. Payment to MWBE subcontractors shall be made by no later than thirty-five (35) days after receipt of the MWBE subcontractor’s invoice.

36.2.6 Termination or substitution of an SBE subcontractor requires compliance with § 28-136, D.R.M.C.

36.2.7 Failure to comply with these provisions may subject the Contractor to sanctions set forth in § 28-139 of the DSBO Ordinance.

36.2.8 Should any questions arise regarding DSBO requirements, the Contractor should consult the DSBO Ordinance or may contact the designated DSBO representative at (720) 913-1999.

37. **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 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.

**EXHIBITS**

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

[_SIGNATURE PAGES FOLLOW]
2024 Bronco Youth Program RFP Q & A

1.) Q: Are any of the Bronco Sale funds going to Aurora, and if so, is there a separate application for those?
   
   A: Aurora did receive a percentage of these funds as well. You can find information about their funding here: https://engageaurora.org/youth. Each city that contributed to the funding of Mile High Stadium (the new one) received funds after the sale of the franchise. Each city gets to decide how to distribute funds, but all cities are required to use them for "youth programs". They are all separate processes, and we are not able to provide insight into other City’s use of the funds.

2.) Q: Will OCA consider new programs for funding or is OCA hoping to support existing/ongoing programs?
   
   A: OCA will consider funding new and existing programs.

3.) Q: How does OCA define this: 2.) Developing organizations such as small LLCs or sole proprietors? In other words – what is considered a “small LLC”? Also, can any for-profit entity apply or are there any requirements/limitations?
   
   A: OCA defines “developing” as any organization that has been delivering programs between 0 – 5 years.

4.) Q: Can current OCA grant recipients apply for this fund? I.e., if an organization receives violence prevention program dollars, can they apply for the Broncos Fund, if the program is different?
   
   A: Yes, current grant recipients can apply for the Broncos Fund. Funds can be used for the same program as long as the funds are supplementing the program costs rather than supplanting.

5.) Q: Are funded programs required to be in or serve individuals who live in Opportunity Neighborhoods, or is that a preference?
   
   A: That is a preference.

6.) Q: Are DAA trainings mandatory for new providers?
   
   A: No, not mandatory, but recommended.

7.) Q: If the program is for youth between ages 18–24, do the same safety requirements apply?
   
   A: Yes. For organizations to secure the required insurance, they must meet the minimum safety requirements.

8.) Q: Does other funding with OCA, through Out of School Time activities for example, limit us from applying to this opportunity for the same program?
   
   A: No.
9.) Q: Can you clarify the word counts/sections they pertain to?
   
   A: Word limits are guardrails to remind organizations to be brief when elaborating on the information requested in each section. In some sections, there will be a table to fill out, and there is space to provide additional narrative with word count guidelines for the narrative.

10.) Q: Can an organization be named on multiple grants (primary applicant for one, a partner for another)?

   A: Yes, OCA encourages collaboration within the community.

11.) Q: Can you clarify and provide examples of eligible and non-eligible activities under the non-supplanting requirement? Can these funds support existing programs if there are budget gaps? A non-supplanting requirement suggests it will only be able to support program expansion or new programs.

   A: Supplanting means to replace. Organizations may not use awarded funds to replace other funds that are already committed to the program.

12.) Q: Will the grant cover stipends to students?

   A: No. Awarded funds may be used as incentives.

13.) Q: Re: Supporting programs currently funded by OCA. In terms of supplementing, does that mean that if a current award supports 5% of food, or 10% of a specific staff position, that this request could cover an additional 5% of food, or 10% of a specific staff position? Or can the amount of funding not be more than the total food or staff budget?

   A: Yes, the funding can cover an additional 5% of food or 10% of a specific staff position.

14.) Q: I know some funding requests may be lofty so what is the average awards?

   A: OCA’s average award has historically been $30,000, however OCA has increased the minimum contract amount to $25,000 and is not providing a maximum award amount, which will could increase the average award. Applicants are encouraged to apply for the amount needed to support their programming.

15.) Q: What is considered a startup organization? And does this apply to non-profits with active programs?

   A: Start-up organizations are organizations that have been in existence 0 – 2 years. Non-profits with active programs are not considered startups.

16.) Q: There are word counts next to some headers and then word counts next to questions under the headers, additional clarification would be great!

   A: Word limits are guardrails to remind organizations to be brief when elaborating on the information requested in each section. In some sections, there will be a table to fill out, and there is space to provide additional narrative with word count guidelines for the narrative.
17.) Q: You mentioned career or post high school assistance - is helping an after-school participant by giving a small Scholarship toward college allowable as part of this grant?

A: Scholarships are not eligible expenses. Organizations that provide assistance with searching for grants and scholarships from other sources are eligible.

18.) Q: On the application, we can only indicate one program area- one program addresses several sites- is the response weighted in the selection process? Is it worthwhile to give detail in the written response or address only one selection?

A: These program areas were determined by the Broncos Fund Subcommittee, and each organization should choose the program area that most closely describes your program. OCA recognizes that these may not be ideal. Please note: youth violence prevention includes and is not limited to programs that address all types of violence that youth may experience (gun, suicide, family, domestic, bullying, etc.) and many programs fall within this category.

19.) Q: Can DAA trainings be recorded?

A: No, they can contact the DAAconnect team directly to schedule time 1:1 to get registered in DAAconnect.

20.) Q: I know that the awards have a range for payout. Will the budget of the program depend on what is paid out?

A: The proposals will be reviewed by the Children’s Cabinet and funding decisions will be made by the independent review teams.

21.) Q: For program description, is that talking about the program located in Denver or when the program started in another state? The program started in Baltimore and has grown to other cities.

A: Organizations are encouraged to respond to this question as determined by their leadership.

22.) Q: What state specific documents are needed if we are based out of a different state? Do you need Colorado documents or will some of the out-of-state documents work?

A: Organizations are required to be registered with the Colorado Secretary of State Office to conduct business in the State of Colorado. Organizations that are not registered will be disqualified from the process.

23.) Q: Physical locations- We have partners on hold pending our funding. Do we list sites, or only partnerships that are operating at this time?

A: Organizations are encouraged to respond to this question as determined by their leadership. If an organization is awarded funding based on the location and partnerships, and those fall through, the awarded funding may be rescinded.

24.) Q: Please tell us more about the MWBE/DSBO compliance requirements for selected awardees.
A: DSBO requires that organizations who are for-profit entities AND are awarded more than $50,000 submit documentation to the DSBO office for a DSBO goal review. The review will determine whether any goals will be issued. OCA staff will assist those partners to whom these requirements apply through the process.

25.) Q: Our program services all ages 4-24 and families, but the application requires we select only one age group. Do we address the diversity of ages we serve in the written response or only in the group we serve?

A: The document requests which age group is the PRIMARY recipient of the program. If all apply, please indicate all and use the narrative section of the question to describe the program.

26.) Q: Can these funds supplement other city dollars granted to run programming (i.e., if we have 2A dollars that don't cover the full organizational cost of running a program can these funds round out the dollars needed to be fully funded)?

A: Yes.

27.) Q: Are online programs eligible to apply?

A: No. OCA is accepting proposals for in-person programming only.

28.) Q: We produce our own historic comic books we also provide an award for the best graphic novels of the year. Would we be allowed to use this funding to purchase copies of the graphic novels and to pay for the printing of comic books to distribute to students we engage with in Denver?

A: Yes.

29.) Q: The question asks about programs offered, but the table refers to "organization size" and offers single content area or multiple content areas. Can you clarify what you are looking for in this question? What is meant by single or multiple content areas? And should we include narrative that describes our proposed program?

A: Organization size is asking for the estimated number of programs/content areas offered by the organization. An example of a single content area is art. An example of multiple content areas is art and music. Please use the narrative section to describe the content area(s) of the organization.

30.) Q: For questions in Exhibit A that do NOT include a word/character count, can we include narrative? If so, is there a limit for the word/character count?

A: No, please do not include a narrative unless a word count is listed.
31.) Q: I totally missed the information session and wondering if there is a recorded version so that I can listen and learn. thank you.

A: OCA is working to upload the recorded session and related documents to the website: www.denvergov.org/childrensaffairs as Bidnet has a limit on the size of files. We apologize for the delay and inconvenience.

32.) Q: We are wondering if we can write the grant for two different parts of our program: Our Middle and High School Education program manager needs to fund $35,000 of dance programming in our schools, and our Early Childhood Education program manager needs a budget of $15,600 for the year. Is it okay to break up the grant to focus on these two specific age ranges in this way?

A: Yes.

33.) Q: In your Geographical Location chart, is it sufficient to check off the city-wide box, or would you prefer for us to go through each school that we have listed and check off the applicable Child Well Being Index Opportunity Neighborhoods as well (we serve most of them.)

A: Organizations are encouraged to respond to this question as determined by their leadership.