



DENVER

DEPARTMENT OF FINANCE

REQUEST FOR PROPOSALS FOR

Westwood Community Center

City and County of Denver Division of Real Estate

Initial Release: February 6, 2026



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DEPARTMENT OF FINANCE
CITY AND COUNTY OF DENVER

REQUEST FOR PROPOSALS
WESTWOOD COMMUNITY CENTER

NOTICE OF AVAILABILITY OF REQUEST FOR PROPOSALS

IT SHALL BE CONCLUSIVELY PRESUMED THAT THE PROPOSER DID, BEFORE SUBMITTING A PROPOSAL, CLOSELY REVIEW THE RFP, ALL EXHIBITS AND ATTACHMENTS, AND OTHER ITEMS RELEVANT TO THE RFP.

RESPONSES DUE:

Proposals must be submitted electronically via email; see Section C – *Submittal Requirements* for details. Responses must be received no later than:

12:00 PM MST, March 27, 2026

SUMMARY OF REQUEST FOR PROPOSALS

GENERAL DESCRIPTION: The City and County of Denver Department of Finance is seeking proposals from qualified nonprofits to lease and operate the Westwood Community Center. The selected organization(s) will activate the space in alignment with the Westwood Neighborhood Plan and community input.

PRE-PROPOSAL MEETING & TOUR: Proposers are encouraged to attend the pre-proposal meeting which shall take place in-person February 25, 2026, at 10:00 A.M. MT at the Westwood Community Center, 1000 South Lowell Blvd, Denver, CO 80219. Interested attendees are asked to RSVP to RealEstate@denvergov.org by February 24, 2026.

DESIGNATED CONTACT: Michelle Luko, Department of Real Estate Asset Manager, is the Designated Contact for this Request for Proposals. All inquiries and questions regarding proposals should be directed to her in writing at Michelle.Luko@denvergov.org.

REVIEW PROCESS: The Director of Real Estate issued this solicitation pursuant to the authority vested in the Executive Director by the Charter of the City and County of Denver. The Executive Director of Real Estate reserves the right to terminate, suspend, or modify the selection process; reject any or all submittals; modify the terms and conditions of this selection process; and/or waive any informalities, irregularities, or omissions in any submittals, as the City's best interests may appear.

Lisa Lumley, Director of Real Estate

SECTION A: INVITATION TO SUBMIT PROPOSAL

A.1 INVITATION TO SUBMIT A PROPOSAL

By issuance of this Request for Proposals (“RFP”), the City and County of Denver (the “City”), acting through the Director of Real Estate (the “Director”), invites all qualified proposers to submit a proposal for the award of a Lease Agreement for the purpose of operating and providing services at the Westwood Community Center, located at 1000 South Lowell Blvd, Denver, CO. Community Center is approximately 24,644 square feet.

Proposers are expected to familiarize themselves with the details in connection with the proposed operations. Any person, firm, entity, joint venture, or corporation desiring to submit a proposal shall examine this RFP and shall judge for themselves their own qualifications and all the circumstances and conditions affecting their proposal. Failure on the part of any proposer to make such thorough examination or to thoroughly investigate the conditions of the proposal shall be grounds for a declaration that the successful proposer did not understand the RFP. Proposals shall be disqualified if the proposer is in default or past due under any previous or existing agreement with the City, if any unresolved monetary claims by the City exist against the proposer, or if the proposer is unable to show evidence of their financial capabilities to execute the work of this contract.

Should a proposer find a discrepancy or omission in this RFP, or should a proposer be in doubt as to the meaning of any provision of this RFP, the proposer should promptly notify the Designated Contact in writing, and any necessary clarifications or addenda will be provided in writing to all proposers. All communications regarding this proposal shall only be through the designated contact. No communication is to be directed to any other City personnel. **THE CITY WILL NOT BE RESPONSIBLE FOR ANY ORAL INSTRUCTIONS OR INTERPRETATIONS GIVEN BY OR TO ANYONE.**

The instructions contained within are not intended to completely define the proposed contractual relationship between the City and County of Denver and the successful proposer. The successful proposer and the City and County of Denver will execute a formal contract to be completed post award.

In making a final selection recommendation, the competitive selection process provided under this RFP will focus consideration on the qualifications and prior history of similar performance of each submitting proposer, in accordance with the evaluation criteria set forth in E.1. Written responses to this RFP will enable the City to select the most qualified candidate. The Director will appoint a selection committee to evaluate the proposals. The selection committee will recommend a finalist or finalists to the Director who will decide on the successful proposer and will approve the contract before submittal to the Denver City Council and Mayor for ordinance approval, if applicable, and Mayoral signature of the contract. **NO RIGHTS TO PROVIDE SERVICES SHALL ARISE UNLESS AND UNTIL THE CONTRACT IS APPROVED BY ORDINANCE (IF APPLICABLE) and signed by the Mayor.**

The City reserves the right to postpone or cancel this RFP, or reject any and all proposals, if in its judgment it deems it to be in the best interest of the City to do so.

The Director of Real Estate reserves the right to waive any technical or formal errors or omissions and to reject any and all proposal(s), or to award contract for the items hereon, either in part or whole, if he deems it to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by proposer in the preparation of proposals or for any work performed in connection therein.

A.2 SCHEDULE OF EVENTS

RFP Release	February 6, 2026
Pre-Bid Site Visit – all respondents are invited and encouraged to attend; enter at west end of building	February 25, 2026, 10:00 a.m. MT to 11:00 a.m. MT
Deadline for Respondents to Submit Questions	March 4, 2026, 10:00 a.m. MT
Deadline for City to Respond to Questions	March 18, 2026, 10:00 a.m. MT
Deadline for Submission of Proposals	March 27, 2026, 12:00 PM. MT

SECTION B: SCOPE OF WORK

B.1 GENERAL DESCRIPTION

The City and County of Denver, through the Department of Finance and the Director of Real Estate, is seeking proposals from qualified not-for-profit organizations to lease and operate the Westwood Community Center, located at 1000 South Lowell Boulevard, Denver, CO 80219. The facility includes approximately 24,644 square feet across three connected buildings and is intended to serve as a vibrant, community-focused space aligned with the Westwood Neighborhood Plan (2021) and ongoing community priorities.

The selected lessee will be responsible for activating the space with inclusive programming that directly benefits neighborhood residents. Proposals should demonstrate a commitment to collaborating with and leading other nonprofit partners, and reflect values such as community service, partnership, transparency, respect, and responsible stewardship of public resources. Proposals that include plans to retain and integrate existing subtenants within the building will be prioritized. Priority uses identified by the community include resources for seniors, adult

education, youth programming, and access to technology. Other proposals with clear community impact will be considered.

The Premises will be leased as-is; no landlord improvements will be made. The lessee will be responsible for installing technology infrastructure, including WiFi. The City reserves the right to complete construction related to the community space and library and will coordinate with the lessee as needed.

B.2 BACKGROUND

The Westwood Community Center consists of three connected buildings constructed in 1976, with a 2005 addition. The total space available for lease is approximately 24,644 square feet, excluding the Montessori child education building and the Westwood Library branch, both of which will remain in place.

Building A (West) – ~6,065 sq. ft. with reception area, offices, conference room, and restrooms.

Building B (Middle) – ~6,810 sq. ft. with dining hall, kitchen, classrooms, restrooms, and storage.

Building C (East) – ~11,769 sq. ft. with gymnasium, locker rooms, stage, studio, and office.

The Premises will be leased as-is; no landlord improvements will be made. The lessee will be responsible for installing technology infrastructure, including WiFi. The City reserves the right to complete construction related to the community space and library and will coordinate with the lessee as needed.

The Westwood Neighborhood Plan, developed with extensive community input and adopted by City Council, guides future development in the area. The leasing of the Westwood Community Center represents a key opportunity to support neighborhood priorities and foster collaboration among local organizations. The selected lessee is expected to maintain alignment with the Plan throughout the lease term and demonstrate the capacity to operate the facility for a minimum of three years.

B.3 SERVICES

Minimum services and operating requirements for the life of the contract are as follows:

- Operation of the Westwood Community Center to fulfill the greatest public purpose for residents of the Westwood neighborhood and surrounding communities.
- The lessee will provide inclusive programming, services, and community engagement activities that reflect neighborhood priorities and respond to evolving community needs.
- The Center shall be open 5–7 days per week. Proposers must suggest hours of operation that are responsive to community use and subject to mutual agreement with the City.
- A full-time, experienced manager must be appointed to represent and act on behalf of the lessee in all matters related to operations.

- The Premises must be maintained in a clean, safe, and orderly condition at all times. The lessee is responsible for timely trash and recycling disposal, including during and after special events.
- The lessee is responsible for the conduct, professionalism, and appearance of its staff, volunteers, contractors, and representatives. All personnel must be easily identifiable and behave respectfully and professionally.
- Any proposed signage must be submitted in writing to the Director of Real Estate for prior approval and must comply with applicable zoning, code, and landmark requirements.
- The lessee must comply with the City's sustainability goals, including energy and water conservation, recycling, and use of environmentally responsible materials.
- The lessee is encouraged to collaborate with other nonprofit organizations and community partners to maximize impact and ensure programming reflects shared values of service, equity, and stewardship.
- The lessee may sublease portions of the Premises to other nonprofit organizations or community-serving entities, provided that such arrangements do not generate profit and are consistent with the mission and public purpose of the Westwood Community Center. All subleases must be disclosed to and approved by the City in writing.
- The lessee will be required to submit an annual report to the City detailing the public benefit provided through its operations, including programming highlights, community impact, partnerships, and service metrics.

B.4 OPERATIONS & SECURITY

Operator shall submit to the City for approval, on or before commencement date, detailed written operation and security procedures for the Community Center. City shall have a minimum of twenty-one (21) days to review such procedures.

Operations shall fully comply with all applicable rules and regulations.

City shall not be responsible for loss or damage to any property or person occasioned by theft, fire, Act of God, public enemy, or other causes beyond its control.

B.5 OPERATION EXPENSES

The lessee shall be responsible for covering the cost of all operational expenses associated with the use and management of the Westwood Community Center, including but not limited to:

- Possessory interest taxes, if levied
- Daily janitorial services
- Exterior litter pickup
- Excess trash hauling, if beyond the standard schedule of twice-weekly dumpster service
- Snow removal from building entries and sidewalks surrounding the building
- Security personnel or systems, if required by the lessee's operations
- Telecommunications and Wi-Fi services, including installation and ongoing service fees
- Extra or replacement keys or access devices, as needed

- Repair of any damage to the Premises caused by the lessee, its staff, invitees, or subtenants

The Operator shall be responsible for any portion of a single repair or maintenance item costing up to \$2,500. The City shall be responsible for any costs exceeding \$2,500 for a single repair or maintenance item.

The City will be responsible for all other building expenses related to standard daily operations, including but not limited to:

- Electricity
- Gas
- Water and sewer
- Fire system and fire phone line
- Pest control

All operational responsibilities must be carried out in accordance with City policies and sustainability goals.

B.6 OPERATOR QUESTIONS

Your proposal must specifically address each of the questions that are listed below. The quality and detail of your responses will figure significantly in the overall evaluation of your proposal. Operators are encouraged to give examples and provide additional information to support your compliance on each point. To standardize the format of all proposals, Operators are required to respond to all questions in **Attachment 1- Proposer Response Form**. Failure to comply with this requirement may be considered as non-responsive and rejected.

Section 1: Contact Details

- Organization Name
- Address
- Main Contact Name
- Email Address
- Phone Number(s)

Section 2: Qualifications & Experience

1. Describe your organization's experience operating a community center or similar facility.
2. Provide examples of past programming or services that demonstrate your capacity to serve diverse community needs.
3. Identify any existing agreements (leases, loans, or grants) your organization or affiliates have with the City, including the relevant City agency.
4. Describe your current community partnerships and how you plan to collaborate with other Denver-based nonprofit organizations.

Section 3: Vision & Approach

1. Describe your vision for the Westwood Community Center and how it aligns with the needs identified in the Westwood Neighborhood Plan and the 2021 Community Survey.
2. Outline your proposed programming and services. Are these new, existing, or being transferred to this location?
3. How will you ensure the Center remains publicly accessible and responsive to community feedback?
4. Describe your plan for establishing a long-term relationship with the surrounding community.
5. How will you identify and vet third-party organizations that may occupy space under a license or use agreement?
6. How does the composition of your board and leadership reflect the community you intend to serve?
7. How are decisions made within your organization, and what role will community members play?
8. How will you ensure your programs are not duplicative of other services in the area?

Section 4: Operations

1. Provide your proposed hours and days of operation, including any seasonal variations.
2. Describe your expected timeline for launching operations and your rationale.
3. Describe your operating plan, including:
 - a) Management structure
 - b) Number of full-time and part-time staff, staffing per shift, and any planned hires
 - c) Wage scale, benefits offered, and employee retention strategies
 - d) Staff experience and qualifications
 - e) Internal controls and recordkeeping
 - f) Security measures
 - g) Facility cleanliness and maintenance practices
 - h) Communication protocols with City staff and emergency personnel
 - i) Customer service philosophy and complaint resolution
 - j) Infrastructure needs (e.g., technology, furnishings, accessibility improvements) and how you plan to address them
 - k) Sustainability practices (e.g., recycling, energy conservation, use of compostable materials)
 - l) Marketing and outreach strategy

Section 5: Legal and Financial

- Disclose any current or pending litigation involving your organization.
- Describe your approach to tracking and reporting public benefit, including how you will meet the annual reporting requirement.
- Provide evidence of financial capacity to operate the Center for a minimum of three years.

Section 6: References

1. Provide the names and contact information for three (3) references for similar projects, who the City may contact, that are free to discuss all aspects of their experience working with your company.

B.7 Financial Capabilities & Basic Lease Terms

Proposers must demonstrate financial capacity to operate the Westwood Community Center for a minimum of three (3) years. The City is not requesting lease pricing or rental rate proposals for this facility. To standardize the format of all proposals and allow the City to uniformly evaluate financial capacity, proposers are required to submit:

Attachment 3 – Pro Forma Statement, detailing anticipated revenues and expenses for the initial lease term (2026–2028).

Failure to comply with this requirement may be considered non-responsive and may result in rejection of the proposal.

Basic Lease Terms

- The Premises will be leased for a nominal fee of ten dollars (\$10.00) per term.
- The Initial Term is three (3) years, with two (2) additional three-year renewal options.
- Rent for each renewal term will also be ten dollars (\$10.00).
- The Premises will be leased as-is; no tenant improvements will be provided by the City.

Termination Rights

- The City may terminate the lease immediately for cause, including default or failure to meet material obligations.
- The City may terminate the lease for any reason or no reason with ten (10) days' prior written notice to Landlord.
- If any related services agreement expires or is terminated, the City may terminate the lease and/or Tenant's right to possession of the premises effective immediately upon written notice.

The City will evaluate proposals based on the overall public benefit, operational sustainability, and alignment with community priorities.

SECTION C: SUBMITTAL REQUIREMENTS

C.1 PROPOSAL SUBMITTAL REQUIREMENTS

Proposers must complete **Attachment 1 – Proposer Response Form** in full, including all questions and requested references, and include it with their proposal submission.

Proposers should include the following additional attachments with their proposal submission. Refer **Attachment 8– Proposer’s Checklist**

- Letter of Introduction
- Provide copies of all existing business licenses in the market/City in which you are currently doing business
- Provide a business plan
- Attach a preliminary floor plan
- **Attachment 2 – Executive order 100A Compliance Form**
- **Attachment 3 – Pro Forma Statement** detailing anticipated gross revenues and expenses for 2026 - 2028
- **Attachment 4 – Disclosure of Principles**
- **Attachment 5 – Diversity & Inclusiveness Form**
- Franchise proposers: Provide information on financial capabilities, franchise operations, and the operations of the franchisor. Franchisees must include a letter from franchisor granting approval to propose.

C.2 TECHNICAL REQUIREMENTS FOR THE ELECTRONIC SUBMISSION

An electronic submission is required in order to obtain detailed information about each proposer, which will assist the evaluation committee in making a selection recommendation for the organization that best meets the needs of the City and the Project. IT SHALL BE CONCLUSIVELY PRESUMED THAT THE PROPOSER DID, BEFORE SUBMITTING A PROPOSAL, CLOSELY REVIEW THE RFP, ALL EXHIBITS AND ATTACHMENTS, AND OTHER ITEMS RELEVANT TO THE RFP.

All information responsive to this RFP must be submitted by email to:

realestate@denvergov.org

Proposals must be submitted in PDF format and received no later than the date and time indicated in the RFP. The subject line of the email should clearly state the name of the proposer and the RFP title.

Please note that this email inbox is used for multiple purposes. As such, proposers will not receive an automatic confirmation of receipt. It is the proposer’s responsibility to follow up within 24 hours of submission to confirm that their proposal was received. The City is not responsible for proposals not received due to technical issues, incorrect email addresses, or failure to follow up.

If a proposer is unable to submit electronically due to technical limitations, a request for an alternative submission method must be made in writing to the Designated Contact no later than the pre-proposal meeting date and time. Approval of alternative submission methods is at the sole discretion of the City.

ACCURACY AND COMPLETENESS OF INFORMATION:

Proposers are hereby notified that the City will rely on the accuracy and completeness of all information provided in making its selection. As such, proposers are urged to carefully review all information submitted to ensure clarity, accuracy, and completeness. The City reserves the right to make inquiries or follow up as necessary to verify the information provided. FAILURE TO PROVIDE ACCURATE OR COMPLETE INFORMATION THAT WOULD BE A SUBSTANTIAL CONSIDERATION IN MAKING A SELECTION MAY RESULT IN REJECTION OF A PROPOSAL OR TERMINATION OF A CONTRACT.

SECTION D: GENERAL REQUIREMENT

D.1 DISCLOSURE OF CONTENTS OF PROPOSALS

All proposals become a matter of public record and shall be regarded as Public Records, with the exception of those specific elements in each proposal which are designated by the proposer as Business or Trade Secrets and plainly marked “Trade Secrets”, “Confidential”, “Proprietary”, or “Trade Secret”. Items so marked shall not be disclosed unless disclosure is otherwise required under the Colorado Open Records Act (C.R.S. §§ 24-72-201 through 205) (“CORA”). If such items are requested under the Colorado Open Records Act, the City will use reasonable efforts to notify the proposer, and it will be the responsibility of the proposer to seek a court order protecting the records, and to defend, indemnify, and hold harmless the City from any claim or action related to the City’s non-disclosure of such information.

D.2 DIVERSITY AND INCLUSIVENS IN CITY SOLICITATIONS

Diversity and inclusiveness are essential components of successful economic development plans and efforts. As a condition of responsiveness to this solicitation, each proposer is required to complete the “Diversity and Inclusiveness in City Solicitations Information Request Form” **online** at <https://us.openforms.com/Form/57f3a8ea-39b7-4115-be17-1770f38d3cf6>. **Print/save and include a copy of the completed form with your proposal**; you will have the option to print/save the form after submission. Using the form, please state whether you have a diversity and inclusiveness program for employment and retention, procurement and supply chain activities, or customer service, and provide the additional information requested on the form. The information provided on the “Diversity and Inclusiveness in City Solicitations Information Request Form” will provide an opportunity for proposers to describe their own diversity and inclusiveness practices. Proposers are not expected to conduct intrusive examinations of their employees, managers, or business partners in order to describe diversity and inclusiveness measures. Rather, the City simply seeks a description of the proposer’s current practices, if any. Diversity and inclusiveness information provided by proposers in response to City solicitations for services or goods will be collated, analyzed, and made available in reports consistent with City Executive Order No. 101. However, no personally identifiable Information provided by or obtained from proposers will be in such reports.

D.3 APPLICABLE LAW

This selection process and the performance of any selected proposer shall be subject to, governed by, and construed in accordance with the laws of the State of Colorado and the Charter, Revised Municipal Code, rules and regulations, written policies, and Executive Orders of the City and County of Denver, as the same may be amended from time to time

D.4 PERMITS & LICENSING

Operator shall be responsible for securing any and all applicable licenses and/or permits required to operate the center. Proof of licensing should be displayed and current at all times. Refer to <https://www.denvergov.org/content/denvergov/en/denver-business-licensing-center/business-licenses.html>.

Provide copies of all existing business licenses for the current market / City in which you are currently doing business.

D.5 ASSIGNMENT AND SUBCONTRACTS

The lessee shall not assign, transfer, or convey any rights or obligations under the Lease Agreement without the prior written consent of the City and County of Denver. Subleasing of the Premises, in whole or in part, is permitted only with prior written approval from the City and must comply with all terms and conditions of the Lease Agreement. Any unauthorized assignment or sublease shall be void and may result in immediate termination of the Lease Agreement.

D.6 HOLD HARMLESS

The successful proposer will be required to provide appropriate indemnification and insurance. The agreement will not be executed until all required proof of insurance has been provided to the Director.

D.7 CONFLICTS OF INTEREST

All proposers must review and comply with the City's Code of Ethics governing City Officers' or Employees' interest in any contract with the City not related to the Officers' or Employees' employment with the City. The Code of Ethics Ordinance can be found here.

The proposer and its subsidiaries, affiliates, subcontractors, principals, or employees shall not engage in any transaction, activity or conduct which would result in a conflict of interest. If applicable, prior to submitting a proposal, the proposer must disclose to the Designated Contact any and all current or potential conflicts of interest, including transactions, activities, or conduct that would affect the judgment, actions, or work of the proposer by placing the proposer's own interests, or the interest of any party with whom the proposer has a contractual arrangement, in conflict with those of the City. The proposer should contact the Designated Contact with any questions regarding what may constitute a conflict. The City, in its sole discretion, shall determine the existence of a conflict of interest and may disqualify proposals in the event such a conflict exists.

D.8 NON-EXCLUSIVE CONTRACT

The awarded contract(s) shall be non-exclusive. In the City's best interests, the City reserves the right to purchase the same materials and services through other procurements.

D.9 ACCESS

City has right to close or restrict access building in event of emergencies/safety concerns.

D.10 SECRETARY OF STATE REGISTRATION

Prior to finalization of award and contracting, the successful proposer will be required to furnish a Certificate of Good Standing from the Colorado Secretary of State's Office as proof that they are properly registered to do business in the State of Colorado. See <http://www.sos.state.co.us/pubs/business/businessHome.html> for more information.

D.11 DENVER WAGE LAWS

The services being requested in this RFP may involve services that are covered pursuant to Division 3.75 of Article IV of Chapter 20 of the Denver Revised Municipal Code ("D.R.M.C."), which is designed to address the issue of wage equity and cost of living affordability in the City & County of Denver. The services may also be subject to the City's Wage Theft laws under Chapter 58 of the D.R.M.C. The successful proposer agrees that any contract with the City shall include a requirement that contractor will comply with the provisions of D.R.M.C. §§20-82 through 20-84, including, but not limited to, paying all covered workers no less than the City Minimum Wage for all covered services rendered in connection with the contract; and shall include a requirement that the contractor will comply with provision of D.R.M.C. §§58-1 through 58-26. Additionally, the successful proposer agrees that the contract shall require compliance with all current and future federal and state laws and City ordinances.

D.12 INSURANCE REQUIREMENTS

The successful proposer will be required to obtain and maintain insurance coverage acceptable to the City throughout the term of the agreement. A sample ACORD certificate is provided as **Attachment 6**, which includes the required format and additional insured language.

Based on the nature of the proposed use, the successful proposer may be required to carry some or all of the following types of insurance, subject to final review and approval by the City's Risk Management Office:

- Commercial General Liability (CGL)
- Property Insurance (for proposer-owned equipment or improvements)
- Workers' Compensation (as required by law)
- Business Automobile Liability (if vehicles are used in operations)
- Liquor Liability (if alcohol will be sold or served)
- Cyber Liability (if applicable based on operations)
- Builder's Risk or Installation Floater (if construction or installation work is proposed)
- All applicable coverages must include a waiver of subrogation in favor of the City. The City and its officers, agents, and employees must be named as additional insureds on all required policies.

Contractors, consultants, and any subcontractors engaged by the proposer must also maintain insurance coverage consistent with these requirements.

Proof of insurance must be submitted prior to lease execution, and updated certificates may be requested by the City at any time during the term of the agreement.

D.13 SUSTAINABILITY

Proposer is expected to minimize environmental impacts throughout day-to-day operations and align with the City's aggressive climate goals and sustainability efforts

D.14 FRANCHISE PROPOSERS

Franchise proposers must provide the required information on financial capabilities, franchise operations, and information on the operations of the franchisor. Franchisees must include a letter from franchisor granting approval to propose.

D.15 VENDOR PERFORMANCE MANAGEMENT

The City's Purchasing Department may administer a vendor performance management program as part this proposal and resulting contract. The purpose of this program is to create a method for documenting and advising the Purchasing Department of exceptional performance or any problems related to the purchased goods and services.

Propose as part of your response specific performance measures that may be used to develop a vendor performance management report card. Also provide any other data, criterion or methods that would be effective in measuring vendor performance over the life of this contract.

D.16 BACKGROUND CHECKS:

The successful proposer shall submit to The City's Background Checks policy and be required to successfully pass a criminal background check. Additionally, any and all employees that may work at City location shall submit to the same requirement.

D.17 ADDENDA

In the event it becomes necessary to revise, change, modify or cancel this RFP or to provide additional information, addenda will be issued to all recipients of this RFP.

D.18 ALTERNATE RESPONSES

It is our intent to solicit proposals that afford the City the most cost efficient, technically responsive proposal for the acquisition (Leasehold Interest) of the subject matter of this RFP. However, we recognize that there may be arrangements different from that requested hereunder that would offer additional benefits to the City while satisfying the applicable requirements of this RFP. Accordingly, you may submit alternative proposals for consideration, which offer such benefits in addition to the requested primary (baseline) proposal. These alternatives will be evaluated in conjunction with the primary (baseline) approach for each proposal.

D.19 ACCEPTANCE PERIOD

Proposals in response to this RFP shall indicate that they are valid for a period no less than 180 days from the Proposal Due Date indicated on the cover page of this RFP.

D.20 GRATUITIES AND KICKBACKS

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

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

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

D.21 NON-COLLUSIVE PROPOSER CERTIFICATION

By the submission of this proposal, the proposer certifies that:

- A. The proposal has been arrived at by the proposer independently and has been submitted without collusion with any other proposer.
- B. The contents of the proposal have not been communicated by the proposer, nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the proposer or its surety on any bond furnished herewith, and will not be communicated to any such person prior to the official opening of the proposal.
- C. No proposer shall submit more than one proposal for this purchase. It shall be the responsibility of each proposer to obtain the prior written permission of the Director of Real Estate before proposal opening in every situation in which the proposer, due to corporate association or other affiliation, may be found to be impermissibly associated with another proposer. Failure to observe this requirement could result in all such affiliated proposals being rejected.

D.22 Rules and Regulations

The successful proposer shall comply with all City-established rules and regulations governing the use, operation, and shared access of the Westwood Community Center. These rules are intended to ensure safety, accessibility, and alignment with the public purpose of the lease. The lessee will be responsible for:

- Ensuring all occupants and users of the facility comply with posted rules and City policies.
- Coordinating with the City for any proposed changes to operational procedures or facility use.
- Maintaining a respectful and inclusive environment for all community members.

- Complying with any future updates to City rules and regulations as communicated by the City.

The City reserves the right to revise or update rules and regulations at any time. The lessee will be notified in writing of any changes and expected to comply within a reasonable timeframe.

D.23 Executive Order 100A Compliance

All proposers must comply with Executive Order Memorandum 100A, which outlines the City's requirements for financial transparency and accountability in agreements involving City-owned property.

As part of this requirement, proposers must complete and submit:

Attachment 2 – Executive Order 100A Compliance Form

This form must be submitted with the proposal and will be reviewed as part of the City's evaluation process. Failure to submit the completed form may be considered non-responsive and may result in rejection of the proposal.

SECTION E: EVALUATIONS

E.1 SELECTION COMMITTEE

The Selection Committee shall consist of Real Estate and other appropriate individuals as appointed by the Director. The Selection Committee shall review the written responses to the RFP, consider the causes for rejection or disqualification and the Evaluation Criteria listed in Section E.5, and make its recommendation to the Director. Proposers may be requested to participate in oral interviews to further assess their qualifications.

E.2 CONTACTS

Any proposer who contacts any member of the Selection Committee other than the Designated Contact from the date of issuance of the RFP and prior to the completion of the selection process may be disqualified from further participation in the selection process, at the Director's sole discretion

E.3 DIRECTOR'S DECISION

The Director will review the recommendation of the Selection Committee and decide on a successful proposer. As the City's best interests may appear, the Director reserves the right to terminate, suspend, modify the selection process; reject any or all submittals; modify the terms and conditions of this selection process; and waive any informalities, irregularities, or omissions in any submittal. the Director reserves the right to conduct negotiations with one or more proposers. The proposers will be notified of the Director's decision.

An agreement will be prepared for execution following the submittal of all required documentation by the successful proposer. The contract will then be submitted to the City Council and Mayor for approval by ordinance, if applicable, and Mayoral signature. NO

RIGHTS TO PROVIDE SERVICES SHALL ARISE UNTIL THE CONTRACT IS APPROVED BY ORDINANCE (IF APPLICABLE) AND SIGNED BY THE MAYOR.

E.4 CAUSES FOR APPLICATION REJECTION AND DISQUALIFICATION

- Failure to provide complete information and/or documentation as required
- Evidence of collusion or fraud
- Evidence of gratuity or kickback
- Default or termination of other contracts pertinent to proposer's ability and willingness to perform contractual obligations
- Delinquent federal, state, or local tax obligations
- Lack of ability to operate as required
- Omissions or fraudulent statements
- Outstanding debts to the City
- Breach or violation of terms and conditions of existing agreements, licenses, or permits with the City
- Conviction or indictment of a proposer, manager, or staff for a felony involving violence, including sexual offenses, and/or listing of same on the Colorado sex offender registry or a similar sexual offender registry of another state or the federal government
- Not being in good standing with the Secretary of State
- At its discretion, the City does not accept proposals submitted by other governmental agencies

E.5 EVALUATION CRITERIA

The criteria to be used for the proposal evaluation include but are not limited to:

- Qualifications and Experience
- Approach
- Financial Backing
- Response to questions/requests for information as listed in Section
- Pricing
- Diversity & Inclusiveness in City Solicitations

No weighting or relative importance of criteria is intended or implied by this list.

ATTACHMENTS:

ATTACHMENT 1 PROPOSER RESPONSES FORM

ATTACHED SEPARATELY

ATTACHMENT 2 PRO FORMA STATEMENT

EDITABLE VERSION ATTACHED SEPARATELY

ATTACHMENT 2 - Pro Forma Statement

PRO FORMA INCOME STATEMENT			
Edit the Pro Forma Income Statement as needed. It must include at a minimum the gross revenue, total cost of sales, gross profit, total operating expenses, and net income. Complete the explanation of factors and assumptions box below.			
PROPOSER NAME: _____			
	2026 (Year 1)	2027 (Year 2)	2028 (Year 3)
Gross Revenue			
Subleases			
Fundraising			
Grants			
Special Events			
Other			
Total Gross Revenue	\$ -	\$ -	\$ -
Cost of Sales			
Labor			
Other			
Total Cost of Sales	\$ -	\$ -	\$ -
Gross Profit (Gross Revenue minus Cost of Sales)	\$ -	\$ -	\$ -
Operating Expenses			
Staff Salaries			
Administrative Costs			
Janitorial/After Hour Expense			
Acquisition Expense			
Depreciation			
Insurance and bonding			
Repair and maintenance			
Storage			
Indirect cost			
Marketing and advertising			
Other Expenses			
Total Operating Expenses	\$ -	\$ -	\$ -
Net Income (Gross Profit minus Operating Expenses)	\$ -	\$ -	\$ -
Please provide any explanations of factors and assumptions below:			

EXAMPLE ONLY - editable
version attached separately

ATTACHMENT 3 DISCLOSURE OF PRINCIPALS

Pursuant to D.R.M.C. 20-69: all contract for professional or personal services which will exceed twenty-five thousand dollars (\$25,000.00); all proposals for use of real property of or by the City, the duration of which is one year or longer and which exceeds twenty-five thousand dollars (\$25,000.00) in revenue or cost; and all proposals for concession agreements for the use of City facilities or property must be accompanied by a separate detachable page setting forth the following information:

- (1) the names of any officer, director, owner or principal of the business entity, including the identity of any shareholder who owns or controls 5% or more of the business entity, and either 1) the names of his or her spouse, and children under eighteen years of age; or 2) a statement that he or she or his or her spouse, or children, if any, under the age of eighteen have or have not made a contribution, as defined in D.R.M.C. 15-32, or contribution in-kind, as defined in D.R.M.C. 15-32, to any candidate, as defined in D.R.M.C. 15-32, during the last five years and identifying by name himself or herself or any spouse or child under the age of eighteen who has made such a contribution or contribution in-kind to a candidate.
- (2) the name of any subcontractors or vendors whose share of the proposal exceeds \$100,000.00 of the contract or formal proposal amount; and
- (3) the names of any unions with which the vendor has a collective bargaining agreement.

See the following page for a form which may be used for such vendor disclosure.

The information required in (1) above must be provided at the time of proposal submittal, and the information required in (2) and (3) must be submitted in a timely fashion prior to award.

Failure to provide the required information in a timely fashion shall render any proposal to which D.R.M.C. 20-69 applies non-responsive.

While a vendor who has already disclosed such information need not provide such information with a second or subsequent proposal unless such information has changed, it shall be the responsibility of each such vendor to verify that such information is still current as of the date of such subsequent proposal and is in fact on file with the City Clerk **by so stating and signing the Disclosure Form**. Failure to provide or update the required information in a timely fashion shall render any proposal to which D.R.M.C. 20-69 applies non-responsive.

PROPOSER DISCLOSURE

Bidding Entity's/Proposer's Name

Date this form was completed

Address () _____

Telephone Number

City, State, Zip Code
Officer/Owner

Signature of

Section 20-69, D.R.M.C. requires the disclosure of the name of each officer, director, shareholder who owns or controls 5% or more of the business entity, principal, and owner of each bidding or proposing entity, and either the names of the spouses of those individuals and the names of their children under the age of eighteen (18), or a statement in lieu of the disclosure of the names of such spouses and children as set forth below in the "Certified Statement in Lieu of Disclosure". **The names of officers, directors, 5% shareholders, principals and owners must be disclosed in either event.** Required disclosures also include the names of any subcontractor/supplier receiving more than \$100,000.00 of work and the names of any unions with which the bidder/Vendor has a collective bargaining agreement.

This page may be photocopied if additional space is required.

The individuals listed below are disclosed as having the noted relationship with the business entity/Vendor listed above. Show appropriate letter in the box to the left. Use center box for relationship to another line number: A=Officer, B=Director, C=Principal, D=Owner, E=Controller of 5% or more of the stock, F=Spouse, G=Child under age 18, H=Subcontractor, I=Supplier, J=Union. Identify with an asterisk (*) all listed persons who have made a contribution or contribution in-kind, as defined by Section 15-32 D.R.M.C., within the last five years.

- | | |
|------------------|-------------------|
| 1. [] [] _____ | 8. [] [] _____ |
| 2. [] [] _____ | 9. [] [] _____ |
| 3. [] [] _____ | 10. [] [] _____ |
| 4. [] [] _____ | 11. [] [] _____ |
| 5. [] [] _____ | 12. [] [] _____ |
| 6. [] [] _____ | 13. [] [] _____ |
| 7. [] [] _____ | 14. [] [] _____ |

**BIDDER/CONTRACTOR/PROPOSER CERTIFIED STATEMENT
IN LIEU OF DISCLOSURE OF NAMES OF SPOUSES AND CHILDREN**

I hereby certify that, except as identified by an asterisk above, no officer, director, shareholder who owns or controls 5% or more of the business entity, principal, or owner or his or her spouse or child under eighteen years of age has made a contribution, as defined at Section 15-32 D.R.M.C., or a contribution in kind, as defined at Section 15-32 D.R.M.C., to a candidate, as defined at Section 15-32 D.R.M.C., during the last five years.

Printed Name of Officer/Owner of Bidding/Proposing entity

Signature of Officer/Owner of Bidding/Proposing entity

ATTACHMENT 4 DIVERSITY & INCLUSIVENS S FORM

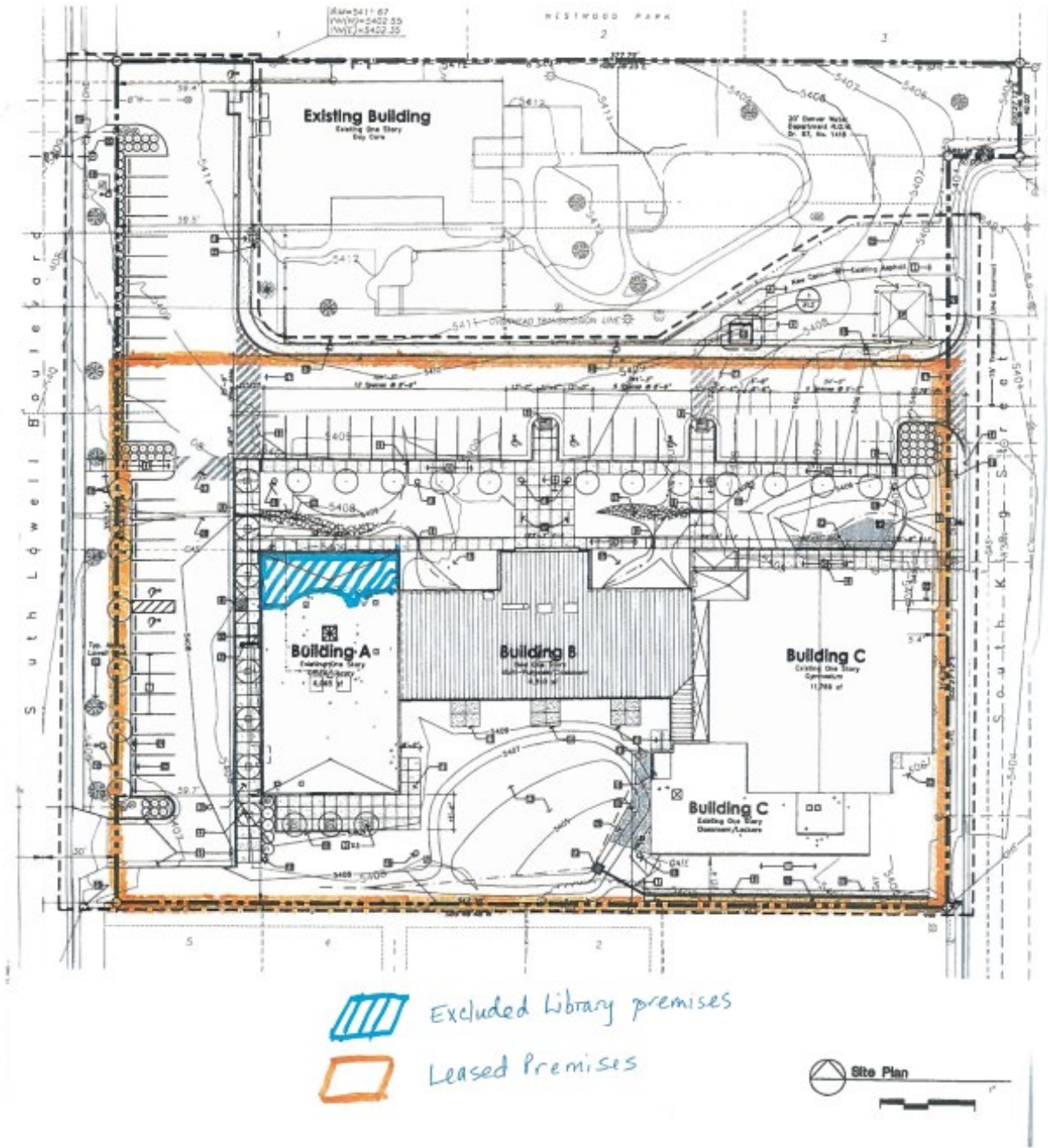
THE DIVERSITY AND INCLUSIVENESS IN CITY SOLICITATIONS INFORMATION REQUEST FORM MUST BE COMPLETED **ONLINE** AT

<https://us.openforms.com/Form/57f3a8ea-39b7-4115-be17-1770f38d3cf6>.

When prompted to “*Enter Email Address of City and County of Denver contact person facilitating this solicitation*” please enter dpr.proposals@denvergov.org

YOU MUST PRINT/SAVE A COPY OF YOUR SUBMISSION AND INCLUDE IT WITH YOUR PROPOSAL

ATTACHMENT 5 SITE PLAN



ATTACHMENT 6 ACORD CERTIFICATE



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

ACORD CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS 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 FOLLOWING INSURED(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(s) must 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).

PRODUCER: Insurer Error Name & Address

INSURED: Contractor's Legal Name and Address

COVERAGES

DESCRIPTION	CERTIFICATE NUMBER	REVISION NUMBER
COMMERCIAL GENERAL LIABILITY		
PRODUCT LIABILITY		
COMPLETION DELAY		
ADDITIONAL COVERAGES		
AND OTHER		
EXCESS UMBRELLA		
WORKERS COMPENSATION		
EMPLOYERS LIABILITY		
PERSONAL AUTO LIABILITY		
RESIDENTIAL AUTO LIABILITY		
CYBER LIABILITY INFORMATION		
SECURITY, PRIVACY LIABILITY		
NETWORK SECURITY, CYBER SECURITY		

Contract Name/Number: As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured as respects the Commercial General Liability and Business Auto

CERTIFICATE HOLDER: City & County of Denver, Applicable Dept Address, Denver, CO 80XXXX

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

***The Additional Insured language must state "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.**

Project/contract detail such as the contract name and number can be added to the description box.

Qualifying language such as "subject to the terms and conditions of this policy" and "if required per written contract" **CAN NOT BE ADDED.**

DO NOT attach additional insured endorsements or policies.

If the requirements can not be complied with, we reserve the option to move on to another contractor.

ATTACHMENT 7 PREVAILING WAGES SCHEDULE

ATTACHED SEPARATELY

ATTACHMENT 8 PROPOSER'S CHECKLIST

The following check list should be used to ensure required documentation is attached to the proposal. This form does not need to be submitted as part of your proposal.

REQUIRED DOCUMENTS & FORMS:

1. Proposer Response Form (Attachment 1)
 - a. Includes the on-site manager resume or job description attach separately
2. Pro Forma Statement (Attachment 2)
3. Disclosure of Principles (Attachment 3)
4. Diversity & Inclusiveness Form ONLINE (Attachment 4). Print or save completed form and include with your proposal
5. Have you attached a letter of introduction
6. Have you attached copies of all existing business licenses in the market/City in which you are currently doing business reviewed all proposal prices, checked unit costs, extensions and totals?
7. Have you attached your business plan
8. Franchise proposers, have you attached a letter from franchisor granting approval to propose.
9. Have you supplied any alternatives or additional information attached separately?