



MICHAEL B. HANCOCK  
Mayor

# CITY AND COUNTY OF DENVER

DEPARTMENT OF LAW  
KRISTIN M. BRONSON  
CITY ATTORNEY

1437 Bannock Street  
Room 353  
Denver, Colorado 80202  
Phone: 720-865-8600  
FAX: 720-865-8796

## REQUEST FOR QUALIFICATIONS (RFQ) – OUTSIDE/CONFLICTS COUNSEL

### SCHEDULE OF EVENTS

• RFQ Issued	Friday, October 6, 2017	
• Deadline to Submit Qualifications Statement	Monday, October 23, 2017	Local (Mountain) Time <b>3:00 P.M.</b>
• Notification of Invitation to Interview	Monday, October 30, 2017	
• Interviews with Selection Committee	Monday, November 6, 2017 through Thursday, November 9, 2017	
• Notification of Selection of Qualified Pool	Monday, November 20, 2017	

### FIRM SIGN HERE

Firm Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Printed or Typed Name)

\_\_\_\_\_  
(Signature)

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

## **REQUEST FOR QUALIFICATIONS (RFQ) – OUTSIDE/CONFLICTS COUNSEL**

The Denver City Attorney is seeking the services of a qualified pool of law firms (“Qualified Pool”) to serve as special counsel (“Special Counsel”) to assist the City and County of Denver (the “City”) and the Department of Aviation (“DOA”) as outside counsel for conflicts, overflow or specialized expertise, in both transactional and litigation matters/cases, by providing the highest quality of professional legal services, as provided at Section 6.1.2 of the Denver City Charter, and in conformance with the Colorado Rules of Professional Conduct, in matters assigned to Special Counsel by the Denver City Attorney or the City Attorney’s designated representative. Based on qualified research, the Denver City Attorney recognizes that diverse teams provide for better decision making and a broad range of legal advice, and the City Attorney’s Office is committed to securing the best legal advice possible.

The City and DOA hereby request a Qualifications Statement that sets forth your firm’s qualifications to serve as Special Counsel for the following types of matters as determined by the City Attorney (“Special Counsel Matter(s)”):

### **Transactional and Regulatory Matters**

These matters are related to the application of federal aviation and airport law to the Denver International Airport (“Airport”). Specific tasks will be as directed by Denver in collaboration with DOA and may include assistance with the proper interpretation and application of, for example and without limitation, the following federal laws and regulations and FAA policies and guidance:

- Airport Improvement Program Grant Assurances concerning Denver’s and DOA’s treatment of, and relationship with, airlines, concessionaires, Airport tenants and users, and contractors
- Statutory and Grant Assurance prohibition on the diversion of airport revenue
- FAA policy and guidance on air service incentives
- Use of Passenger Facility Charge revenues and Assurances related to PFC use
- Federal laws applicable to the Airport Concession Program and other commercial programs, including obligations concerning DBEs and ACDBEs
- Federal laws applicable to federally-funded Airport construction projects, including obligations concerning DBEs
- Federal law and DOT/FAA policy and guidance on the imposition of rates and charges to airlines and other Airport tenants and users
- Federal environmental laws, including the National Environmental Policy Act, Clean Air Act, and Clean Water Act, as applied to airport operations and development
- Federal aircraft noise-related statutes, including the Airport Noise and Capacity Act of 1990 and the Aviation Safety and Noise Abatement Act of 1979
- Federal laws and policies related to rail or roadway links to the Airport

- Other federal aviation and airport laws and regulations, including, without limitation, the Airline Deregulation Act, Anti-Head Tax Act, Airport and Airway Improvement Act, the Federal Aviation Administration Act (as amended), and the FAA Modernization and Reform Act of 2012

Special Counsel’s representation will not be limited to any specific Airport program or project, and may involve, for example and without limitation, the following: the Great Hall Redevelopment Project, Airport Concession Program, rental car facilities and Customer Facility Charges (“CFCs”) air service development programs and initiatives, airline use and lease agreements and amendments thereto, airfield capital projects, airspace redesign, ground access projects, on-Airport mineral extraction, commercial leasing, DEN Real Estate, and Airport City Denver.

## **Litigation Matters**

These matters are related to Denver International Airport (“Airport”). Specific tasks will be as directed by Denver in collaboration with DOA:

- Defense of employment lawsuits and class actions alleging violations of state and federal law, including without limitation, Title VII, ADA, FMLA, FLSA, CADA, and 42 USC sections 1983 and 1981;
- Defense of public sector employment lawsuits alleging constitutional violations, including without limitation, due process, equal protection, First Amendment, search and seizure and privacy;
- Representation of the DOA in administrative appeals of adverse employment actions, CRCP 106(a)(4) appeals and actions for injunctive relief;
- Defense of tort lawsuits, including but not limited to defense of cases involving the Colorado Governmental Immunity Act.

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The City may engage more than one firm for each type of Special Counsel Matters, both transactional and litigation in nature. The City reserves the right to combine any of the above types of Special Counsel Matters to increase efficiency and/or reduce costs to the City. Firms selected by the City Attorney to be in the Qualified Pool will be compensated at the rates set by the City Attorney in the Professional Services Agreement consistent with this RFQ.

The term of the engagement period will be from the date of appointment through December 31, 2020, unless otherwise terminated or extended by the City Attorney.

**Qualifications Statements responding to this RFQ are due by 3:00 p.m., prevailing Mountain Time, Monday, October 23, 2017.**

## I. SCOPE OF SERVICES

Special Counsel will work under the direction of the City Attorney, or the City Attorney's designated representative, and may work closely with the other City departments. Services that may be performed by Special Counsel include the following responsibilities:

1. Provide the highest quality and ethical legal defense and advice to the City.
2. Act as lead counsel and/or assist the City Attorney's designated representative in one or more Special Counsel Matter(s) as specified by the City Attorney or the City Attorney's designated representative.
3. Prepare on behalf of and in the best interest of the City, all documents necessary or appropriate for the assigned Special Counsel Matter(s), including without limitation, pleadings, motions, briefs, interrogatories, requests for admissions, requests for production of documents and related memoranda. Respond to or assist the City with responding to the aforesaid types of documents.
4. Appear at hearings, trials, status conferences, settlement conferences, arbitrations, mediations, appeals, and related meetings pertaining to the assigned Special Counsel Matter(s).
5. Interview and prepare City and non-City witnesses for depositions and testimony.
6. Provide legal advice to the City pertaining to the analysis of claims, case strategy and recommendations for disposition or trial.
7. Coordinate with the City Attorney's Office and DEN Legal in providing transactional assistance to the City and DOA. Special Counsel may be called upon to provide advice and counsel to the City and DOA staff, to draft contracts and agreements, to represent the City and DOA in formal and informal proceedings before the U.S. Department of Transportation and FAA, to negotiate with third parties on Denver's and DOA's behalf, to provide litigation support as set forth above, and to provide other assistance as directed. Special Counsel also may be called upon to work and coordinate with other consultants under contract with the City or DOA on Airport-related matters.
8. Perform all other requested legal services necessary and appropriate to represent the best interests of the City, and in many circumstances, the City's employees, on any particular Special Counsel Matter.
9. Special Counsel selected for the Qualified Pool will be ready, willing, and able to provide the abovementioned services and will agree to faithfully perform the services pursuant to a Professional Services Agreement between the City and Special Counsel, and in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals who perform legal services of a similar nature. All Special Counsel selected for the Qualified Pool agree that the City Attorney, or the City Attorney's designated representative, shall have the final authority over the use of all pleadings and documents to be prepared in the event of arbitration or litigation. Further, no settlement of any claim in arbitration or litigation shall be

made without written approval of the City Attorney, or the City Attorney's designated representative.

## **II. CAP ON HOURLY RATES AND TOTAL MATTER FEES**

The City intends to place a cap on hourly rates and costs charged by firms selected for the Qualified Pool. No increase in hourly fee rates shall be allowed during the first two years of the engagement. Creative proposals concerning hourly rates and blended fee structures are strongly encouraged. After the second year, the City Attorney will consider reasonable increases to the hourly rate cap. The City also intends to place a cap on the total fees and costs per each Special Counsel Matter in accordance with the Professional Services Agreement between the City and Special Counsel, a form of which is provided as an attachment to this RFQ. Any amount above the cap on total fees and costs per Special Counsel Matter shall be agreed upon by written amendment to the Professional Services Agreement. Only costs approved in advance by the City Attorney or the City Attorney's designated representative shall be reimbursable. Unless approved as a reimbursable cost, the rates charged by firms selected for the Qualified Pool shall be inclusive of all costs incurred by firms for work performed on behalf of the DOA.

## **III. THE QUALIFICATIONS STATEMENT**

Firms wishing to provide legal services should respond to this RFQ by submitting a written Qualifications Statement setting forth the firm's qualifications by sequentially addressing the following:

1. Identify the type(s) of Special Counsel Matter(s) for which the firm wishes to be considered.
2. Describe the firm's location, form of business organization, and list all partners and associates who may be involved in Special Counsel Matters. The successful firms must either be headquartered in Denver or have a Denver-area regional office from which person(s) assigned to City matters shall work. Relationships with non-Denver firms are acceptable so long as person(s) assigned to City matters are located within two (2) hours travel time of the metro Denver area. Firms may jointly apply.
3. Describe the firm's relevant experience over the last three (3) years for the type(s) of Special Counsel Matter(s) for which the firm is interested. Indicate whether the experience was as counsel to other municipal or governmental entities. Indicate the outcome of each example of experience. For each example cited, give the name, title and telephone number of the primary client individual involved in the matter as a reference. References should be exclusive of any City official or employee unless no other experience is applicable.
4. Identify the specific individual(s) who would provide legal services to the City and specify which individual(s) would be the lead counsel. Identify the nature of the work each individual would perform, together with a brief description of the individual's relevant experience in the type(s) of Special Counsel Matter(s) for which the firm is interested, including experience and knowledge of federal, state, and City laws and regulations as each may relate to the Special Counsel Matter(s). Firms selected to be in the Qualified Pool must notify the City Attorney or the City Attorney's designated representative prior to the reassignment of any key staff involved with the engagement.

5. Specify individual hourly fees for legal services and other costs and the extent to which such fees and costs are discounted for government clients. By way of example, for costs and fees, specify: travel costs, secretarial rates, paralegal rates, copy charges, facsimile charges, courier fees and legal research charges. Delineate the legal services fees and other costs for common litigation expenses. No increase in fees or costs shall be allowed during the first two years' engagement. Any increase in hourly fees or costs thereafter must be approved in writing by the City Attorney. Please describe how any requests for fee or cost increases would be calculated.
6. Specify a maximum amount for fees and expenses for each type of Special Counsel Matter for which the firm wishes to be considered to be selected for the Qualified Pool. Specify if there is a size or type of Special Counsel Matter or other factors that would lead to a significant change in the stated maximum amount of fees, and if so, set forth how the fees or costs would change. Stated fees shall include routine continuing post-litigation or disposition advice and documentation.
7. As a condition of responsiveness to the solicitation, contractors and consultants must complete and return the Diversity and Inclusiveness in City Solicitations Information Request Form for inclusion in the evaluation of their responses to City solicitations.

Using the attached form, entitled "Diversity and Inclusiveness in City Solicitations Information Request Form", please state whether you have a diversity and inclusiveness program for employment and retention, procurement and supply chain activities, or customer service and provide the additional information requested on the form. The information provided on the Diversity and Inclusiveness in City Solicitations Information Request Form will provide an opportunity for City contractors/consultants to describe their own diversity and inclusiveness practices. Contractors/consultants are not expected to conduct intrusive examinations of its employees, managers, or business partners in order to describe diversity and inclusiveness measures. Rather, the City simply seeks a description of the contractor/consultant's current practices, if any.

Diversity and Inclusiveness information provided by City contractors/consultants in response to City solicitations for services or goods will be collated, analyzed, and made available in reports consistent with City Executive Order No. 101. However, no personally identifiable information provided by or obtained from contractors/consultants will be in such reports.

8. Disclose any relationship and all compensation arrangements that your firm or any individual in your firm has or has had within the past eighteen (18) months that could create or appear to create a conflict of interest if your firm is selected to the Qualified Pool. Include sufficient information about the potential conflict or the representation of a client in matters adverse to the City so that the City may determine if such conflicts are so significant as to warrant the Qualifications Statement not to be considered. The firm shall also certify that if selected it will not take any engagement which could result in a conflict of interest without first receiving the informed consent, confirmed in writing, of the City Attorney.
9. Provide the form and amount of your firm's Malpractice Insurance coverage.

#### IV. **SELECTION**

The following criteria will be used to evaluate the Qualifications Statements submitted in the response to the RFQ.

1. Experience and success in providing legal services related to the Special Counsel Matters sought.
2. Demonstrated understanding of and ability to provide the services requested by the City.
3. Firm's commitment to diversity and inclusiveness principles and programs as contemplated by City Executive Order No. 101.
4. Meeting the conditions specified in this RFQ.
5. Cost of the proposed services to the City.

#### V. **TERM OF ENGAGEMENT AND AGREEMENT**

The term of the engagement period will be from the date of appointment through December 31, 2020, subject to the termination provisions set forth in the Professional Services Agreement between the City and the firm. The engagement period may be extended for one (1) period of two (2) years, up to and including December 31, 2022, by mutual, written agreement of the City and the Qualified Pool firm.

A Professional Services Agreement, or amendment thereto, will be executed at the beginning of appointment to each specific Special Counsel Matter. The Professional Services Agreement will (a) reflect the fees and expenses set forth in the Qualifications Statement unless otherwise approved by the City Attorney; (b) require the firm to certify that it will not take any engagement which could result in a potential conflict of interest without receiving prior informed consent, confirmed in writing, of the City Attorney; and (c) state that fees and expenses are billable as agreed to in writing by the City Attorney. The standard form of Professional Services Agreement currently used by the City is attached. By submitting a Qualifications Statement your firm confirms that the standard form is acceptable.

#### VI. **ADMINISTRATIVE ITEMS**

Please provide Qualifications Statements of fifteen (15) pages or less, plus exhibits and appendices of ten (10) pages or less. Every page of your Qualifications Statement, except the cover page and section title or divider pages must be numbered. Include on the first page the name, title, address, telephone number, fax number and email address of the firm's contact person for the RFQ process.

The City complies with open record statutes and therefore proprietary information should be identified as such. Costs of responding to this RFQ are solely the responsibility of the firm.

The City shall have the right at its sole discretion to waive any deficiency in any Qualifications Statement and to reject any or all Qualifications Statements. The issuance of this RFQ in no way constitutes a commitment by the City to select any firm to the Qualified Pool.

Finalists **may** be invited for an interview. Persons who will be assigned to perform legal services for the City must attend any such interview. The City reserves the right to engage Special Counsel without interviews or further discussion of the Qualifications Statements.

By submitting a Qualifications Statement, the firm certifies that it has fully read and understands the RFQ and has full knowledge of the scope, terms and conditions of services to be provided.

**Ten (10) copies of your Qualifications Statement must be submitted by 3:00 p.m. prevailing Mountain Time, Monday, October 23, 2017 to:**

Office of the Denver City Attorney  
DEN Legal  
8500 Peña Boulevard, 9<sup>th</sup> Floor  
Denver, Colorado 80249  
Attn: Lynn Sargent

**VII. ADDITIONAL INFORMATION**

In connection with the performance of work under this contract, the Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identification, gender expression, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts. Further, it is the policy of the City to prohibit such discrimination in all employment practices and the City encourages all firms to take affirmative steps or implement programs to ensure that employment opportunities are made available and that employees are treated during employment without regard to of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identification, gender expression, marital status, or physical or mental disability. Such steps may address, but should not be limited to, the following areas: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

For additional information about this RFQ process, contact:

Lynn Sargent  
Office of the Denver City Attorney  
DEN Legal  
8500 Peña Boulevard, 9<sup>th</sup> Floor  
Denver, Colorado 80249  
(303) 342-2540  
e-mail: Lynn.Sargent@flydenver.com



## SAMPLE FORM OF PROFESSIONAL SERVICES AGREEMENT

**THIS PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City”) and \_\_\_\_\_ a Colorado \_\_\_\_\_, with its principal place of business located at \_\_\_\_\_ (“Special Counsel”), collectively “the Parties.”

In consideration of the mutual agreements contained in this Agreement, and subject to the terms and conditions stated in this Agreement, the Parties agree as follows:

**1. COORDINATION WITH DEPARTMENT OF LAW:** To provide the best possible legal representation and reduce costs and expenses, Special Counsel agrees whenever possible to utilize the staff of the City Attorney’s Office, together with other City personnel. As directed by the City Attorney, Special Counsel agrees to utilize and coordinate with any consultant retained by the City on matters related to Special Counsel’s work. Special Counsel acknowledges that one or more Assistant City Attorneys will be assigned to provide additional legal representation to the City on certain matters. Special Counsel shall submit to the City for approval: budgets, work plans and case plans in such form as may be required by the City’s Department of Law and/or the City’s Department of Aviation.

**2. PROFESSIONAL SERVICES TO BE PERFORMED:** Special Counsel shall provide professional legal services, as provided by Subtitle B of the Denver City Charter at section 6.1.2 and in conformance with the Colorado Rules of Professional Conduct, in relation to \_\_\_\_\_ as particularly described in **Exhibit A**, attached hereto and incorporated by reference, and other related services as necessary. \_\_\_\_\_, \_\_\_\_\_, shall serve as lead attorney for Special Counsel and shall direct the provision of services under this Agreement. Special Counsel shall supply the City with a copy of all pleadings, motions, briefs, interrogatories, requests for admissions, requests for production of documents, memoranda, orders and judgments of the court or arbitrator, contracts, agreements, memoranda, or other documents prepared by Special Counsel or any subcontractor hired by Special Counsel under this Agreement. Special Counsel agrees that the City Attorney, or the City Attorney’s designated representative, shall have final authority over the use of all documents to be prepared in the above matters.

3. **TERM:** The Agreement will commence upon mutual execution of this Agreement and will expire on \_\_\_\_\_ (the “Term”).

4. **PAYMENT OF FEES AND EXPENSES:**

a. The City shall pay to Special Counsel, and Special Counsel agrees to accept as full payment fees not to exceed \_\_\_\_\_ (\$\_\_\_\_\_.\_\_), which shall be paid from time to time on the basis of monthly statements rendered by Special Counsel to the City.

b. **Fees.** Special Counsel shall be paid for actual time devoted to work for the City, including meetings with City officials, review, preparation for and appearance on behalf of the City in any negotiations, proceedings, conferences and telephone conferences at the following rates:

\_\_\_\_\_ \$\_\_\_\_\_ per hour  
\_\_\_\_\_ \$\_\_\_\_\_ per hour

Additional attorneys and paralegals employed by Special Counsel providing services under this Agreement may be billed at hourly rates pre-approved by the City.

c. **Expenses and Costs:** There are no reimbursable expenses or costs allowed under this Agreement.

d. **Maximum Contract Amount:**

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

(2) The City’s payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the 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. STATEMENT OF SERVICES RENDERED:** The Special Counsel shall submit to the City a monthly invoice describing all services rendered and costs incurred by Special Counsel under this Agreement for the period covered by said invoice in such format as designated by the City Attorney or his designated representative. Each such invoice shall contain at least the following information: the date and nature of the services rendered, the name and position of the provider of such service, the amount of time, in hours and tenths or fractions of hours, attributable to each such service, and the total number of hours billed to the City for the period covered by the invoice. All invoices shall reference the Contract Control number of this Agreement as designated below on the City's signature page. The City reserves the right to require such additional documentation as it deems appropriate to support the monthly invoice of Special Counsel. Any questions regarding the eligibility of an expense must be resolved in writing by the City prior to the incurrence of such expense by Special Counsel. A partner of the Special Counsel shall verify the monthly invoice. Invoices are confidential attorney-client privileged documents and shall remain as such until and unless otherwise directed by the City Attorney. The City shall use its best efforts to pay invoices within thirty (30) days of receipt. The Special Counsel shall attach to all invoices and billings provided hereunder a completed copy of the Invoice Review document, a blank copy of which is attached as **Appendix 1** and incorporated by reference. The City reserves the right to require such additional documentation as it deems appropriate to support the monthly invoice of Special Counsel.

**6. STATUS OF SPECIAL COUNSEL:** The status of the Special Counsel under this Agreement shall be that of licensed attorneys at law, providing professional legal services to the City under this Agreement, and neither Special Counsel nor its agents or personnel shall be considered employees of the City for any purpose whatsoever.

**7. TERMINATION:** The City may terminate this Agreement at any time, with or without cause. Termination shall be subject to Court consent, if such consent is required. If the Special Counsel's services are terminated, it shall be paid only for that portion of services satisfactorily completed in accordance with this Agreement at the time of notice of such action.

**8. EXAMINATION OF RECORDS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine any pertinent books, documents, papers and records of the Special Counsel, involving transactions

related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.

**9. 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 Special Counsel. 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.

**10. INSURANCE:**

**a. General Conditions:** Special Counsel 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. Special Counsel shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-”VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies 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 shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City’s contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Special Counsel. Special Counsel 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 Special

Counsel. The Special Counsel shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

**b. Proof of Insurance – Workers’ Compensation, Commercial General Liability, and Professional Liability:** Special Counsel shall provide a copy of this Agreement to its insurance agent or broker. Special Counsel may not commence services or work relating to the Agreement prior to placement of coverage. Special Counsel certifies that the certificate of insurance attached as **Exhibit B**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement with the exception of the Personal Automobile insurance requirement. 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 Special Counsel’s breach of this Agreement or of any of the City’s rights or remedies under this Agreement. The City’s Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

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

**d. Waiver of Subrogation:** For all coverages, Special Counsel’s insurer shall waive subrogation rights against the City.

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

**f. Workers’ Compensation/Employer’s Liability Insurance:** Special Counsel 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. Special Counsel expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Special Counsel's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Special Counsel executes this Agreement.

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

**h. Personal Automobile Insurance:** Special Counsel shall ensure personal automobile insurance is in force with limits of \$100,000 bodily injury per person; \$300,000 bodily injury per accident; \$50,000 property damage for all vehicles used in performing services under this Agreement. The policy will include a business use endorsement. Special Counsel represents, as material representations upon which the City is relying, that Special Counsel does not own any motor vehicles and that in performing Services under the Agreement, Special Counsel's owners, officers, directors, and employees use their personal vehicles. Contractor shall ensure that any person operating a motor vehicle in performing Services under the Agreement shall keep in full force Personal Auto Liability coverage with minimum required limits.

**i. Professional Liability:** Special Counsel shall maintain professional liability limits of \$1,000,000.00 per claim and \$1,000,000.00 aggregate policy limit.

**j. Additional Provisions:**

- (1) For Commercial General Liability, the policies must provide the following:
  - A. That this Agreement is an Insured Contract under the policy;
  - B. Defense costs are in excess of policy limits;
  - C. A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and

- D. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
- (2) For claims-made coverage:
- A. The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier
  - B. Special Counsel shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits.
- (3) At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Special Counsel will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

**11. DEFENSE AND INDEMNIFICATION**

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

**b.** Special Counsel’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. Special Counsel’s duty to defend and indemnify City shall arise even if City is the only party sued by Claimant and/or Claimant alleges that City’s negligence or willful misconduct was the sole cause of Claimant’s damages.

**c.** Special Counsel will defend any and all Claims 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.

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

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

**12. COLORADO GOVERNMENTAL IMMUNITY ACT:** In relation to the Agreement, the City is relying upon and has not waived the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, C.R.S. § 24-10-101, *et seq.*

**13. 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 § 20-107, *et seq.*, of the Denver Revised Municipal Code (D.R.M.C.). The Special Counsel 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.

**14. ASSIGNMENT; SUBCONTRACTING:** Except as specifically authorized hereunder, the Special Counsel shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the City Attorney's prior written consent. Except as specifically authorized hereunder, any assignment or subcontracting without such consent will be ineffective and void, and shall be cause for termination of this Agreement by the City. The City Attorney has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement on account of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Special Counsel shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

**15. 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



permitted assigns, provided assignments are consented to in accordance with the terms of the Agreement.

**16. 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 Special Counsel receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

**17. NO AUTHORITY TO BIND CITY TO CONTRACTS:** The Special Counsel lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the D.R.M.C.

**18. 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.

**19. CONFLICT OF INTEREST:**

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

**b.** Special Counsel acknowledges that it and its attorneys are bound by the Colorado Rules of Professional Conduct applicable to Colorado attorneys, including without limitation Rule 1.7, which addresses a lawyer's engagement under circumstances involving a conflict of interest. Special Counsel shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. Special Counsel represents that it has disclosed any and all current or potential conflicts of interest, which shall include transactions, activities or conduct that would affect the judgment, actions or work of the Special Counsel by placing the Special Counsel's own interests, or the interests of any party with whom the Special Counsel has a professional relationship or contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in

the event it determines a conflict exists, after it has given the Special Counsel written notice describing the conflict.

**20. NOTICES:** Notices concerning termination of the Agreement, alleged or actual violations of the terms of the Agreement, and matters of similar importance must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Special Counsel at the address first above written, and if to the City at:

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

With a copy to:

Denver City Attorney's Office  
DEN Legal  
8500 Pena Blvd., 9<sup>th</sup> Floor  
Denver, CO 80249

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

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

- a.** This Agreement is subject to D.R.M.C. Division 5 of Article IV of Chapter 20, and any amendments (the "Certification Ordinance").
- b.** The Special Counsel certifies that:
  - (1)** At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
  - (2)** It will participate in the E-Verify Program, as defined in § 8 17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

- c. The Special Counsel also agrees and represents that:
- (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
  - (2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Special Counsel that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
  - (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.
  - (4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Special Counsel to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
  - (5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Special Counsel will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.
  - (6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S, or the City Auditor, under authority of D.R.M.C. § 20-90.3.

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

**22. DISPUTES:** All disputes between the City and Special Counsel 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), *et seq.* For the purposes of that administrative procedure, the City official rendering a final determination shall be the City Attorney.

**23. 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, Denver 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.

**24. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, the Special Counsel 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 expression or gender identity, marital status, or physical or mental disability. The Special Counsel shall insert the foregoing provision in all subcontracts.

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

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

**27. 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.

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

**29. INTELLECTUAL PROPERTY RIGHTS:** The City and Special Counsel intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, music, sketches, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Special Counsel and any subcontractor hereunder 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 Special Counsel shall disclose all such items to the City. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a "work made for hire" and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a "work made for hire," the Special Counsel and any subcontractor hereunder (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.

**30. 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 Special Counsel'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.

**31. ADVERTISING AND PUBLIC DISCLOSURE:** Special Counsel shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Special Counsel's advertising or public relations materials without first obtaining the written approval of the City Attorney. 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 Special Counsel shall notify the City Attorney in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

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

**33. CITY EXECUTION OF AGREEMENT:** The Agreement will not be effective or binding on the City until it has been fully executed by all 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 or contemporaneous addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No subsequent novation, renewal, addition, deletion, or other amendment will have any force or effect unless embodied in a written amendment to the Agreement properly executed by the parties. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City. The Agreement is, and any amendments will be, binding upon the parties and their successors and assigns.

**35. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** The Special Counsel 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.

**[Signatures appear on the following pages.]**

**ATTACHMENTS:**

EXHIBIT A SCOPE OF WORK

EXHIBIT B CERTIFICATE OF INSURANCE

APPENDIX 1 OUTSIDE COUNSEL/PROFESSIONAL SERVICES INVOICE REVIEW

**APPENDIX 1. OUTSIDE COUNSEL/PROFESSIONAL SERVICES INVOICE REVIEW**  
 (TO BE COMPLETED BY OUTSIDE COUNSEL/PROFESSIONAL SERVICES PROVIDER AND ATTACHED TO ALL  
 BILLINGS)

Name of Firm: \_\_\_\_\_

Billing Attorney/Party: \_\_\_\_\_ For Services Rendered In (Month): \_\_\_\_\_

Date Invoice sent: (1) \_\_\_\_\_ City Attorney's Office Supervising Attorney/Manager: \_\_\_\_\_

Matter: \_\_\_\_\_ Invoice No. \_\_\_\_\_

Contract No.: \_\_\_\_\_ Contract Expiration Date: \_\_\_\_\_

\_\_\_ 1. **CONTRACT BILLING STATUS**

BILLINGS	FEES	DISBURSEMENTS/EXPENSES	TOTAL
Contract Cap Amt.			
Invoice Amts. to Date:			
Current Invoice Amt.			
Balance Remaining:			

\_\_\_ 2. **EFFECT OF CURRENT INVOICE ON CONTRACT CAP:**  
 Within 15% of Contract Cap? Yes \_\_\_ No \_\_\_

\_\_\_ 3. Please provide the anticipated billings (for services) for the next two months.  
 Amounts: \$ \_\_\_\_\_ and \$ \_\_\_\_\_.

\_\_\_ 4. Have there been any developments that call for review of the project work plan or indicate the  
 need to amend the contract cap amount? Yes \_\_\_ (2) No \_\_\_

\_\_\_ 5. Have there been any changes in hourly rates or disbursement charge rates since the last invoice?  
 Yes \_\_\_ (2) No \_\_\_

\_\_\_ 6. Did you submit documentation for items over \$500?

	Yes	No (2)	N/A	Name of Authorizing Party
Outside Photocopying	___	___	___	
Computer Research (Lexis/Nexis/Westlaw)	___	___	___	
Other (2) _____	___	___	___	

Signature of Firm's Billing Attorney/Party: \_\_\_\_\_ Date: \_\_\_\_\_

**Section below to be completed by CAO Supervising Attorney/Manager**

Date Form Reviewed	\$ _____	OK to pay	Signature
--------------------	----------	-----------	-----------

- (1) Please provide explanation if invoice is sent after 15th of month following services.  
 (2) Please explain.





Office of Economic Development  
 Division of Small Business Opportunity  
 201 W. Colfax Ave, Dept. 807  
 Denver, CO 80202  
 p: 720.813.1888  
 f: 720.813.1808  
[www.denvergov.org/dabo](http://www.denvergov.org/dabo)

## Diversity and Inclusiveness \* in City Solicitations Information Request Form

Type in your response, print out, sign and date; or print out and complete manually. Please print legibly.

Denver Executive Order No. 101 establishes strategies between the City and private industry to use diversity and inclusiveness to promote economic development in the City and County of Denver and to encourage more businesses to compete for City contracts and procurements. The Executive Order requires, among other things, the collection of certain information regarding the practices of the City's contractors and consultants toward diversity and inclusiveness and encourages/requires City agencies to include diversity and inclusiveness policies in selection criteria where legally permitted in solicitations for City services or goods.

Answer each question below. Missing or incomplete responses will be recorded as "no", "not applicable", or "none". A proposal or response to a solicitation by a contractor/consultant that does not include this completed form shall be deemed non-responsive and rejected.

Business Email Address: \_\_\_\_\_

Please include the Email address of the contact person facilitating this solicitation for the City and County of Denver: \_\_\_\_\_

Agency Name:

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Arts and Venue               | <input type="checkbox"/> Purchasing Division  | <input type="checkbox"/> Sheriff Department  |
| <input type="checkbox"/> Auditor Office               | <input type="checkbox"/> Human Services       | <input type="checkbox"/> Technology Services |
| <input type="checkbox"/> Community Planning           | <input type="checkbox"/> Economic Development | <input type="checkbox"/> Other               |
| <input type="checkbox"/> Denver International Airport | <input type="checkbox"/> Parks and Recreation |  |
| <input type="checkbox"/> Environmental Health         | <input type="checkbox"/> Police Department    |  |
| <input type="checkbox"/> Fire Department              | <input type="checkbox"/> Public Works         |  |

Project Name: \_\_\_\_\_

BID / RFP No.: \_\_\_\_\_

Name of Contractor/Consultant: \_\_\_\_\_

What industry is your business? \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Business Phone No.: \_\_\_\_\_

Business Facsimile No.: \_\_\_\_\_

OED - Executive Order No. 101  
 Diversity and Inclusiveness in City Solicitations Information Request Form  
 Rev. 12/29/2015

1. How many employees does your company employ?

- |                                |                                   |
|--------------------------------|-----------------------------------|
| <input type="checkbox"/> 1-10  | <input type="checkbox"/> 51-100   |
| <input type="checkbox"/> 11-50 | <input type="checkbox"/> over 100 |

1.1. How many of your company's employees are:

Full-time \_\_\_\_\_ Part-Time \_\_\_\_\_

2. Do you have a Diversity and Inclusiveness Program?  Yes  No

If No, and your company size is less than 10 employees continue to question 11.  
Complete and sign the form.

If Yes, does it address:

- |  |                              |                             |
|--|------------------------------|-----------------------------|
| 2.1 Employment and retention?                | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 2.2 Procurement and supply chain activities? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 2.3 Customer service?                        | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

3. Provide a detailed narrative of your company's diversity and inclusiveness principles and programs. This may include, for example, (i) diversity and inclusiveness employee training programs, equal opportunity policies, and the budget amount spent on an annual basis for workplace diversity; or (ii) diversity and inclusiveness training and information to improve customer service.

4. Does your company regularly communicate its diversity and inclusiveness policies to employees?

If Yes, how does your company regularly communicate its diversity and Inclusiveness policies to employees? (select all that apply)

- Employee Training
- Pamphlets
- Public EEO postings
- Other
- Not Applicable

5. If you responded that you do not have a diversity and inclusiveness program, describe any plans your company may have to adopt such a program.

6. How often do you provide training in diversity and inclusiveness principles?

- Monthly                       Annually  
 Quarterly                     Not Applicable             Other \_\_\_\_\_

6.1 What percentage of the total number of employees generally participate?

- 0 - 25%                       51 - 75%  
 26 - 50%                     76 - 100%                 Not Applicable

7. State how you achieve diversity and inclusiveness in supply and procurement activities. This may include, for example, narratives of training programs, equal opportunity policies, diversity or inclusiveness partnership programs, mentoring and outreach programs, and the amount and description of budget spent on an annual basis for procurement and supplier diversity and inclusiveness.

8. Do you have a diversity and inclusiveness committee?  Yes  No

8.1 If Yes, how often does it meet?

- Monthly                       Annually                       No Committee  
 Quarterly                     Other \_\_\_\_\_

8.2 If you responded that you do not have a diversity and inclusiveness committee, describe any plans your company may have to establish such a committee.

9. Do you have a budget for diversity and inclusiveness efforts?  Yes  No

10. Does your company integrate diversity and inclusion competencies into executive/manager performance evaluation plans?  Yes  No

11. Would you like information detailing how to implement a Diversity and Inclusiveness program?  Yes  No

If yes, please email [X0101@denvergov.org](mailto:X0101@denvergov.org).

I attest that the information represented herein is true, correct and complete, to the best of my knowledge.

\_\_\_\_\_  
Signature of Person Completing Form

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Person Completing Form

**NOTE: Attach additional sheets or documentation as necessary for a complete response.**

**\*\*Diversity and inclusiveness program" means a program that invites values, perspectives and contributions of people from diverse backgrounds, and integrates diversity into its hiring and retention policies, training opportunities, and business development methods to provide an equal opportunity for each person to participate, contribute, and succeed within the organization's workplace. "Diversity" encompasses a wide variety of human differences, including differences such as race, age, gender, gender identity, sexual orientation, ethnicity, physical disabilities, appearance, historically underutilized and disadvantaged persons, as well as social identities such as religion, marital status, socio-economic status, lifestyle, education, parental status, geographic background, language ability, and veteran status.\*\***