



REQUEST FOR PROPOSALS

CEEA ON-CALL WORKFORCE DEVELOPMENT

RFP No. 202684866

June 22, 2026

REQUEST FOR PROPOSALS (RFP)

Airport Office Building
Denver International Airport
8500 Pena Boulevard, Room 8810
Denver, Colorado 80249-6340

Contract Administrator: Steven Joyce
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Request for Proposals # 202684866

PROPOSALS MUST BE RECEIVED BY: Monday July 20, 2026, at 2:00 PM Mountain Time

UNDER NO CIRCUMSTANCES WILL E-MAIL OR FACSIMILE RESPONSES BE ACCEPTED.

Schedule of Activities:

This projected schedule is an estimated timeline and is subject to change at the sole discretion of the City and County of Denver, through its Department of Aviation (City). All times listed in this document are understood to be Mountain time.

Event	Date
RFP Advertisement	Monday June 22, 2026
Last Date to Submit Written Questions	Monday June 29, 2026, at 2:00 PM Mountain Time
Proposal Due Date	Monday July 20, 2026, at 2:00 PM Mountain Time

Pre-Proposal Conference

We will not conduct a conference for this opportunity. A Pre-Proposal Presentation will be included with the RFP Solicitation in BidNet.

RFP Questions

The City will not answer any telephone inquiries about this RFP. Written questions are due by the deadline for questions listed in the Schedule of Activities above and shall be submitted electronically via the Rocky Mountain E-Purchasing System ("**BidNet**") website:

<https://www.bidnetdirect.com/colorado/cityandcountyofdenverdepartmentofaviation>.

The City requires all questions to be submitted individually on this site.

Note: BidNet limits the characters available to input for the City to respond to each question. For this reason, multiple questions may not be submitted as a single question, as the City is unable to respond to multiple questions in the space provided. Because of this limitation, the City reserves the right to reject groups of questions submitted in a single question box or to select and respond to only one question posed. A multi-part question containing an initial question and a follow-up is the exception to this rule. All questions and answers will be posted on the BidNet website as an addendum to the RFP following the deadline for submittal of questions.

Proposal Submittal

The proposal shall be prepared in accordance with the Preparation of Proposal as described in Section IV of this RFP. Proposers shall submit their proposal and all required forms via the BidNet website. Proposals are due by the date and time listed in the Schedule of Activities above.

Allow ample time for the electronic submission of your proposal. Following are links to a BidNet Electronic Bid Submission (“EBS”) guide and EBS Frequently Asked Question (“FAQ”) site. The City strongly encourages Proposers to review this information prior to starting your submission in addition to starting the submission process at least one business day prior to the proposal due date. The City will not extend the submission deadline due to any technical issues or outages you may experience.

EBS FAQs:

<http://faq.bidnetdirect.com/electronic-bid-submission/>

Minority and Women-Owned Business Enterprise (“MWBE”) Participation

This project is covered under D.R.M.C. Chapter 28 Article V. Accordingly, DSBO has conducted an analysis examining the scope of work for this project, cost estimate and the existing availability of certified firms to perform the specified services as stated in the business utilization request form. DSBO has established that no DSBO program will apply.

General Statement of Work

The Center of Equity and Excellence in Aviation (CEEA) seeks to establish an On-Call Professional Services Contract to support the planning, development, implementation, and continuous improvement of workforce development, talent pipeline, leadership development, career pathways, and aviation industry engagement initiatives. This procurement will create a pool of qualified firms that can provide specialized expertise on an as-needed basis to advance CEEA's strategic objectives and support Denver International Airport's workforce development priorities. The driving need for this procurement is the increasing demand for workforce development programming and talent pipeline initiatives across DEN, the aviation industry, educational institutions, and community partners. CEEA continues to expand its role as a regional and national aviation workforce development hub, requiring access to specialized expertise that is not always available through existing staff resources. An on-call contract structure provides flexibility to efficiently procure professional services as project needs arise while ensuring timely delivery of programs and initiatives. The proposed budget and fee structure were established based on anticipated programmatic needs over the contract term, historical expenditures for similar services, benchmarking of comparable professional services contracts, and projected growth in workforce development initiatives. The contract will establish a not-to-exceed capacity for multiple vendors, with individual task orders issued on an as-needed basis. Compensation will be based on negotiated rates and project-specific scopes of work, ensuring that services are procured competitively and aligned with available funding and operational priorities. This procurement will enable CEEA to efficiently access specialized expertise while maintaining flexibility, scalability, and fiscal responsibility in delivering workforce development and talent advancement initiatives that support DEN's Vision 100 goals and long-term workforce strategy.

PROPOSAL SUBMITTAL REQUIREMENTS

The following is a checklist for reference when compiling the proposal submission. The documents listed below are required. **Omission of the required documents will result in a non-responsive finding:**

- Proposal Narrative:
 - Complete responses to the Proposal Narrative Contents, as outlined in Section IV, which includes the required DEN Equity, Diversity, and Inclusion Plan (“**DEN EDI Plan**”)

- Sample Contract:
 - As this is a Fast Track procurement, the Sample Contract is **non-negotiable** and must be accepted **without exception**.
 - Proposals must include the following:
 - **Acceptance of Terms:** A clear, affirmative statement that the Proposer has reviewed the Sample Contract and **accepts all terms and conditions in their entirety, without modification, exception, or reservation**.
 - **No-Exceptions Certification and Acknowledgment of Non-Negotiability:** An explicit statement that the proposal is submitted as a “**no exceptions**” bid, and that the Proposer will execute the contract as provided.
 - **Acknowledgment of Non-Negotiability:** A statement acknowledging that the Sample Contract terms **will not be negotiated**, and submission of any exceptions, deviations, or additional terms may result in the proposal being deemed **non-responsive**.

- Proposal Forms - all complete and signed
 - Proposal Acknowledgement Letter – filled out completely and acknowledged all addenda
 - Proposal Data Form
 - Disclosure of Legal & Administrative Proceedings & Financial Conditions

- Financial Forms - to be submitted as separate electronic files from the proposal
 - Exhibit B – Pricing Forms Table

REQUEST FOR PROPOSAL

NO. 202684866

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I. CITY, AIRPORT, AND PROJECT OVERVIEW

The values of equity, diversity, inclusivity, accessibility (“**EDIA**”), and sustainability are inherent to the City’s strategy to develop and maintain prosperous communities. Accordingly, these values are imbedded into all the City’s procurement processes to ensure competitive procurements that offer equitable opportunities for all potential Proposers, including greater contracted and significant participation for historically underutilized businesses to ensure the City’s long-term economic, social, and environmental health. Through equitable procurements, the City is committed to working to remove barriers and increase access to City contracting opportunities for all historically underutilized and small businesses. It is a core value to promote economic equity by engaging a more inclusive community of Proposers and contractors, both as prime and sub-contractors to address socioeconomic disparities. The City strives to improve opportunities that ensure fair and just access to jobs, housing, education, mobility options, and healthier communities. It is the City’s expectation that all successful Proposers demonstrate their commitment to these City values through their procurement responses and post contract and/or lease activities.

Each procurement opportunity is to be approached with ethical and honest behavior. The City will solicit, evaluate, and award contracts based upon the Proposer’s alignment with the City’s values as it relates to its approach, proven experience, ability to perform work, costs, and pricing. In addition, the City is committed to selecting Proposers that demonstrate a history of equity, diversity, integrity, stewardship, innovation, humanity, and community representation. The City seeks to partner with Proposers who can demonstrate, through quantifiable data, that EDIA efforts are embedded within their policies, procedures, practices, initiatives, and exhibit actionable results and ensures that of those that they partner with. In short, the City deems EDIA as a core principle for which best value will be determined and work awarded to.

The City’s values may be demonstrated through but are not limited to: (a) workforce expansion; (b) utilization of and work with the historically underutilized business community, separate from required certified goals; (c) environmental sustainability and (d) EDIA and Equal Employment Opportunity (“**EEO**”) programs for staff.

The City plays a unique role as a gateway to the world for the region, our passengers, our communities, and our partners. As such, the City has a generation of operators, concessionaires, designers, builders, planners, and small businesses that are stronger and more successful because of this work. The City has also helped build new businesses that have flourished and grown into mature industry leaders. As part of its Vision 100 plan, the City intends to expand this legacy by looking to the community that has succeeded in the past at DEN to bring the next generation forward.

In its review of this opportunity, the City believes that the scope of work and firms in the industry lends itself to unique partnership opportunities, and therefore, strongly urges firms that have historically proposed as prime contractors to serve as subcontractors to small and historically underutilized firms in their contract with the City, or to create joint ventures with small and historically underutilized firms. A focus of this partnership should be for the contracting partners to build a meaningful relationship that is not merely transactional to meet a numerical goal. The objective is to afford the small and historically underutilized firm the opportunity to learn from the large contractor, grow its financial capacity, build its generational wealth and its portfolio, and increase its capability to perform new commercially useful functions on future contracts.

In accordance with procedures described herein, you are hereby invited to submit a response to the subject project, which is described in the Scope of Work incorporated herein. The response must be prepared and submitted in accordance with the requirements and procedures contained in this RFP document and the City’s ordinances, rules, policies, and procedures. Compliance with these requirements by the Proposer is mandatory and is a condition of responsiveness. Any failure to satisfy these requirements will be a sufficient basis for the City

to disqualify the Proposer. The City shall not be liable for any of the Proposer's expenses associated with its preparation of the proposal or City's consideration of it.

II. SCOPE OF WORK

Exhibit A – Scope of Work

On-Call Professional Development Services Contract
Denver International Airport

Background

Denver International Airport (“DEN”) is one of the world’s busiest airports and Colorado’s primary economic engine, generating over \$47 billion in annual economic impact. As part of its Vision 100 strategic plan to prepare for 100 million annual passengers within the next 7–10 years, DEN is committed to investing in leadership capacity, employee development, and workplace excellence.

The Center of Equity and Excellence in Aviation (“CEEA”) oversees DEN’s Employee Career Pathways initiatives. These initiatives support inclusive, forward-thinking, and scalable employee development through leadership training, coaching, facilitation, and workforce engagement.

This On-Call Professional Development Services Contract will establish a pool of pre-qualified service providers to support DEN’s strategic training and engagement efforts. Selected contractors may be activated on a task-order basis to support the professional development of employees and/or directly align with the mission, vision, and strategic goals of DEN.

Components of DEN’s Service Needs

Selected on-call contractors will provide services within four key categories. Contractors may be activated to deliver services in one or more of the categories identified below, depending on DEN’s operational priorities and employee development needs.

Executive Coaching

Overview and Purpose

Executive coaching is a critical component of DEN’s professional development strategy, directly supporting the organizational priorities outlined in Vision 100, DEN’s roadmap to serving 100 million annual passengers in the next 7–10 years. As DEN continues to grow in scope, complexity, and global reach, it is essential to invest in the development and performance of senior and mid-level leaders across the organization.

The executive coaching program aims to support leaders in navigating change, improving performance, enhancing communication, and preparing for future responsibilities. Through one-on-one and small-group engagements, coaching services will equip DEN leaders to lead effectively, think strategically, and model behaviors that reinforce DEN’s values and culture.

Sessions will be tailored to support individual growth and organizational alignment. Sample focus areas include:

- Role transition coaching
- Performance optimization
- Career development and leadership readiness
- Communication, influence, and presence

Executive coaching engagements under this contract will be offered on an annual basis and are primarily available to the following groups:

- **Senior Leaders** (Executive Vice Presidents and Senior Vice Presidents)
- **DEN Directors**
- **Managers and identified high-potential staff**

CEEA will serve as the central coordinating entity for all executive coaching engagements under this contract. CEEA will:

1. Announce coaching opportunities
2. Collect and review interest forms
3. Request coaching bios and supplemental materials from contractor
4. Facilitate a matching process
5. Coordinate logistics, if needed.

Contractors shall provide the following deliverables to CEEA, as appropriate:

- Goal setting or leadership development plans (participant-facing)
- Aggregate insights or trends (anonymized) to inform DEN's broader leadership development strategy (if matched with 3 or more participants)
- Post-engagement reflections or feedback summaries to support continued growth

All materials shared must adhere to confidentiality expectations and coaching standards.

Contractors selected for the Executive Coaching category must meet the following requirements:

- Be a certified executive coach through an accredited and recognized institution or organization (i.e. International Coaching Federation, Hudson Institute, Center for Creative Leadership, etc.)
- Demonstrate a minimum of 5 years of coaching experience, preferably with leaders in government, infrastructure, or aviation industries
- Have a strong understanding of diversity, equity, and inclusion principles and the ability to apply them through a coaching lens
- Provide high-quality, confidential, and values-aligned coaching services tailored to DEN's evolving leadership needs

Contractors shall be activated based on DEN's annual coaching needs and available budget. Each coaching engagement typically includes three (3) to six (6) one-hour sessions per participant and may vary depending on the agreed-upon scope.

Workshop and Strategic Facilitation Services

Overview and Purpose

Workshop and strategic facilitation services are essential to advancing DEN's Vision 100 strategic plan, an ambitious roadmap to prepare for 100 million annual passengers in the next 7 years. To meet this goal, DEN must cultivate a highly skilled, agile, and collaborative workforce prepared to lead through complexity and drive enterprise-wide excellence.

These services help develop leadership capacity, improve team dynamics, and support culture transformation across the airport. From professional development workshops to strategic planning sessions and organizational retreats, this work equips departments, and employees with tools, mindsets, and capabilities to strengthen DEN's internal talent pipeline, foster innovation, and promote alignment with DEN's mission and values.

Contractors shall provide as-needed facilitation services throughout the calendar year based on DEN's evolving organizational needs and priorities. Services may include:

- Professional development workshops
- Strategic planning sessions
- Team retreats or alignment sessions
- Cross-functional collaboration workshops
- Organizational development engagements

- Aviation industry-focused learning experiences and curriculum
- Workforce development and career pathway programming
- Facilitation of aviation-specific educational or professional development content

Sessions and curriculum must be designed using adult learning principles and tailored to the DEN organizational and aviation operating environment. Contractors may deliver existing curriculum, adapt established content, or develop customized content specific to DEN's needs. Example content areas include, but are not limited to:

Leadership and Professional Development Topics:

- Emotional intelligence and interpersonal communication
- Problem-solving and innovation
- Team effectiveness and collaboration
- Leadership for frontline employees, people leaders, or emerging leaders
- Business acumen and critical thinking
- Culture building and DEI in practice
- Strategic goal alignment and planning

Aviation-Specific Curriculum and Workforce Development Topics:

- Aviation industry fundamentals and airport ecosystem awareness
- Airport operations and aviation business functions
- Aviation workforce and career pathway exploration
- Aviation leadership and management practices
- Emerging trends and innovations in aviation and transportation
- Aviation safety culture and operational excellence
- Airline, airport, and industry stakeholder engagement
- Airport planning, infrastructure, and operational systems awareness
- Aviation policy, regulatory environment, and industry best practices
- Aviation-focused experiential learning opportunities and cohort-based programming

Contractors may include professional organizations, academic institutions, workforce development entities, industry associations, educational providers, or subject matter experts with demonstrated experience in leadership development, organizational facilitation, and/or aviation-focused curriculum development and instruction.

Contractor Deliverables and Responsibilities

Phase 1: Design & Development

For the design and development phase of each engagement, as described above, the Contractor shall:

1. Schedule and conduct all meetings with the CEEA Team and identified DEN stakeholders.
2. Design a session or workshop facilitation format and delivery techniques that are tailored to support the achievement of each component's program goals and objectives utilizing adult learning best practices.
3. Develop curricula and content for each training session or workshop, including a format, timetable, and specific activities with defined objectives and expected outcomes. Each workshop should also include shareable content for participants to reference. The Contractor shall provide the CEEA Team with additional copies of all materials.
4. Include in the curricula and content hands-on group exercises and experiences that simulate the creative problem-solving process. These exercises should be based on real-world DEN or aviation infrastructure scenarios, allowing participants to apply their learnings to actual DEN operating processes and culture.

5. If Contractor assigns supplemental reading materials as part of the session or workshop programming, ensure that the topics discussed in these materials are incorporated and discussed within the relevant session or workshop.

Phase 2: Facilitation

For the facilitation phase of each component of the provided service, as described above, the Contractor shall:

1. Facilitate workshops as described above using the objectives, content, and exercises designed and developed during Phase I.
2. Provide each workshop participant with a copy of a well-organized and appropriately bound participant workbook containing relevant content, exercises, and handouts that participants will use during session or workshop programming.

Phase 3: Post-Facilitation Summary, Feedback, and Refinement

For the evaluation, feedback, and refinement phase of each provided service, as described above, the Contractor shall:

1. Submit the required executive summaries within 7 business days after each session or workshop concludes.
2. Prepare and deliver a survey to program participants designed to collect anonymous, qualitative feedback from each participant at the end of each facilitated session or workshop. Contractor shall summarize the results of these participant evaluations and provide such summaries to the CEEA Team within 7 business days after each workshop concludes.

These sessions may be offered to a range of DEN audiences and sessions may be delivered in-person, virtually, or in hybrid formats depending on DEN's preference. Target audience will range from:

- Frontline employees
- Emerging leaders
- People leaders (Directors, Supervisors, and Managers)
- Senior leaders (Executive Leadership Teams)
- Cross-departmental workgroups

Contractors are also encouraged to propose new types of services, and topic areas that align with DEN's evolving workforce development and organizational priorities.

Contractors selected for the Workshop and Strategic Facilitation Services category must meet the following requirements:

- Demonstrated experience designing and facilitating adult learning experiences and/or strategic planning engagements within complex environments (government, aviation, infrastructure, or large organizations)
- Skilled in engaging diverse audiences, navigating organizational complexity, and applying inclusive facilitation practices
- Ability to tailor content and approach to meet the specific needs of both strategic leaders and operational teams

Contractors must be available for periodic engagements throughout the year and demonstrate flexibility in scheduling, session design, and delivery formats.

Selection Committee Participation and Evaluation

Overview and Purpose

Denver International Airport (DEN) is committed to cultivating a pipeline of visionary leaders who are prepared to drive innovation, build strategic partnerships, and support the airport's long-term success as outlined in Vision 100.

One essential strategy for developing this leadership pipeline is participation in external leadership development programs such as fellowships, national institutes, or advanced executive education experiences. To ensure a fair process for selecting leaders to represent DEN in these programs, CEEA will establish on-call selection committee panels composed of neutral, third-party evaluators.

These external committee members play a critical role in upholding the integrity, objectivity, and strategic alignment of DEN's nomination and selection process.

Contractors selected for this service area will be activated on an as-needed basis throughout each calendar year to support the review and recommendation of candidates for senior-level leadership development programs.

Committee service includes participation in one or more of the following activities:

1. **30-Minute Briefing Session:** CEEA will host a virtual or in-person briefing for all on-call committee members prior to the selection process. This session will provide an overview of the program being recruited for, the selection timeline, criteria, interview protocols, and key goals.
2. **Candidate Materials Review:** Committee members will receive anonymized application packets, resumes, or written prompts for review in advance of interviews. CEEA will provide scoring rubrics and evaluation guidance.
3. **Candidate Interviews:** Committee members will participate in 30–45-minute virtual interviews with each candidate. The total number of interviews will vary depending on the candidate pool size.
4. **Candidate Summary Development:** Following interviews, each committee member will draft a short summary of candidate strengths, concerns, and program fit, based on interview and application review.
5. **Debrief and Consensus Meeting:** Committee members will join a facilitated debrief session to discuss the candidate pool and align on top recommendations.
6. **Final Recommendation:** Based on interview data and group consensus, the committee will be expected to recommend 1–2 final candidates per program cycle to move forward for DEN nomination.

CEEA in Aviation Team will:

- Manage all internal communications, recruitment, and outreach for candidate applications
- Provide a clear timeline of activities for each component of the recruitment process
- Deliver briefing materials, including:
 - Program overview and objectives
 - Evaluation rubrics and scoring tools
 - Interview protocols and questions
- Facilitate all logistics for interviews, meetings, and final debrief sessions
- Draft and finalize a formal executive summary report capturing the evaluation process, committee feedback, and final recommendations

Contractors serving as on-call selection committee members must:

- Demonstrate neutrality and professional objectivity in candidate evaluation

- Commit to attending all scheduled components of the review process, including the program briefing, interviews, and debrief
- Be capable of offering clear, concise, and constructive feedback on candidate qualifications
- Maintain confidentiality throughout the process and refrain from any conflicts of interest or biases

Contractors will be notified at least three (3) weeks in advance of selection committee activation. Participation is not guaranteed but based on DEN's program cycles and recruitment needs.

General Professional Services

Overview and Purpose

In alignment with DEN's Vision 100 strategic initiative to prepare for 100 million annual passengers in the next 7–10 years, DEN is committed to fostering a forward-thinking, inclusive, and skilled workforce. To support this long-term transformation, CEEA must remain agile in how it leverages professional services that address evolving workforce needs, learning priorities, and strategic opportunities.

This flexible services category enables the activation of on-call contractors to deliver professional services outside the defined categories of executive coaching, workshop facilitation, and selection committee participation. This ensures DEN can address emerging needs, pilot new initiatives, and build targeted capacity as part of its broader employee career pathways strategy.

Professional services under this category extend beyond the defined areas of coaching, workshop facilitation, and selection committee participation. These engagements may vary in scope, format, and audience, and will be defined collaboratively between the contractor and CEEA.

Examples of services may include, but are not limited to:

- **Workplace culture and engagement initiatives** (i.e. inclusive leadership conversations, team dynamics improvement, or belonging-focused dialogue)
- **Personality and behavioral assessments** (i.e. DISC, MBTI, or CliftonStrengths administration and interpretation)
- **Career progression mapping** and succession planning consultation
- **Project management and data literacy training**
- **Learning Management System (LMS) content design** and train-the-trainer support
- **Employee communications and professional branding services**, such as headshot or photography sessions for development programs or internal use
- **Strategic consulting** in areas such as workforce engagement, organizational effectiveness, or program evaluation

Each engagement will have a mutually defined scope of work, deliverables, and timeline, ensuring alignment with DEN's strategic objectives and workforce development framework.

Contractors selected to deliver services under this category shall:

1. **Participate in a scoping meeting** with the CEEA Team to define the objectives, key stakeholders, timeline, and expected deliverables for the engagement
2. **Develop and submit a written work plan**, including:
 - Project or training objectives
 - Outline of services to be provided
 - Proposed methods or tools
 - Timeline and milestones
 - Anticipated deliverables
3. **Deliver services as agreed**, using a collaborative, inclusive, and outcomes-oriented approach

4. **Provide all necessary materials**, which may include slide decks, job aids, facilitator guides, participant handouts, digital assets, or summary reports
5. **Participate in post-engagement debriefs or evaluation meetings** to reflect on outcomes and inform future services

Contractors selected to deliver services under this category shall:

1. **Participate in a scoping meeting** with the CEEA Team to define the objectives, key stakeholders, timeline, and expected deliverables for the engagement
2. **Develop and submit a written work plan**, including:
 - Project or training objectives
 - Outline of services to be provided
 - Proposed methods or tools
 - Timeline and milestones
 - Anticipated deliverables
3. **Deliver services as agreed**, using a collaborative, inclusive, and outcomes-oriented approach
4. **Provide all necessary materials**, which may include slide decks, job aids, facilitator guides, participant handouts, digital assets, or summary reports
5. **Participate in post-engagement debriefs or evaluation meetings** to reflect on outcomes and inform future services

Each professional services engagement under this category will be activated through a mutually defined scope of work approved by the CEEA Team.

Eligibility Requirements

This solicitation is open to:

- Independent consultants, sole proprietors, or boutique firms with relevant expertise
- Regionally accredited academic institutions and professional schools
- Nonprofit or for-profit professional development providers

Minimum requirements include:

- At least 5 years of experience in training, coaching, facilitation, or organizational development (7+ years preferred)
- Experience working with aviation, government, or infrastructure organizations is strongly preferred
- Demonstrated ability to deliver high-quality, interactive, and inclusive adult learning experiences
- Knowledge of diversity, equity, and inclusion practices in a workplace setting
- Ability to provide customized responsive services based on client needs

Facilitators must have the skill to create safe and engaging environments for learners of all levels, and a track record of delivering measurable outcomes.

Invoicing and Payment Structure:

Contractors must submit one (1) Exhibit B per service category in which they wish to be considered. The flat fee proposal must include:

- Pre-engagement planning and preparation
- Design or development of materials
- Facilitation, consultation, or service delivery
- Post-engagement reporting or deliverables

- Miscellaneous or administrative costs (e.g., materials, technology, support staff)

Sample pricing structure may include:

- Half day workshop (3 – 4 hours)
- Full day workshop (6 – 8 hours)
- Coaching sessions (per hour)
- Selection Committee panel member (per hour)

Airfare, lodging, mileage, and meal costs must be pre-approved by the CEEA Team prior to incurring any travel-related expenses and will be reimbursed in alignment with federal per diem guidelines.

The contractor shall invoice DEN only for services that have been successfully delivered and accepted. No payment will be made for canceled or incomplete engagements unless prior written approval is obtained from CEEA. Invoices must include a summary of completed work, delivery dates, and confirmation of deliverables submitted.

This payment structure ensures DEN compensates contractors for verified and completed services, while maintaining flexibility and fiscal accountability in supporting the ongoing professional development and engagement of DEN's workforce.

Period of Performance

This on-call contract will have a base period of three (3) years, with the possibility of a one (1) year extension at DEN's discretion. Task orders may be activated at any time during the contract term based on DEN's evolving needs.

Each contractor in the on-call pool is not guaranteed work but will be considered based on alignment, availability, and DEN priorities.

End of Scope of Work

III. ADMINISTRATION INFORMATION

III-1 Issuing Office

The City, by the Contract Services Department (“**DEN Contract Procurement**”) is the issuing office for this RFP. This RFP is governed by the City’s ordinances and Procurement Rules in effect at the time of its issuance. DEN Contract Procurement is the sole point of contact concerning this RFP. All communication must be done through DEN Contract Procurement.

III-2 Introduction and Acceptance of RFP Terms

The Proposer, by submitting its proposal, acknowledges that it understands and will agree to the corresponding Exhibits and the Scope of Work, and that the Proposer shall be able to perform as required. Acknowledgement of this condition shall be indicated by the signature of the Proposer, or an officer of the Proposer legally authorized to execute contractual obligations, on **Attachment 1, Part 1** (the “**Proposal Acknowledgement Letter**”). A submission in response to this RFP acknowledges acceptance by the Proposer of all terms and conditions as set forth herein. The Proposer shall identify clearly and thoroughly any variations between its proposal and this RFP. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in this RFP.

Proposers shall undertake a detailed review of **Attachment 4** (the “**Sample Contract**”). The Proposer may submit questions regarding the contract using the same method designated for other questions related to this RFP. Proposers are strongly advised to seek legal counsel for advice regarding the Sample Contract. The City will not respond to legal questions, such as about the interpretation of a provision of the Sample Contract, or provide legal advice regarding the Sample Contract to Proposers. The City shall assume that the Sample Contract has been thoroughly reviewed and discussed with legal counsel prior to submission of the proposal. The City may consider the Proposer’s comments in considering whether to select Proposer as the apparent best Proposer. **CAVEAT: As a part of this Fast Track procurement process, the terms of the Sample Contract will not be negotiated. See the Proposal Submittal Requirements above for further details.**

The Sample Contract is subject to revision or modification by the City at any time before execution. The City reserves the right to modify any term or condition of the Sample Contract, and to add, delete or modify terms and conditions, as the City’s interests may require. **The Sample Contract contains provisions required by Federal, State, and/or City law and policy, and these provisions may not be revised or negotiated.**

III-3 Means of Communication

During the solicitation process for this RFP, all communication between DEN Contract Procurement and Proposers will be via postings on BidNet’s website.

DEN Contract Procurement will post notices, which include, but are not limited to, any modifications to administrative or performance requirements, answers to inquiries received, clarifications to requirements, addenda, and the announcement of the apparent successful Proposer. It is the responsibility of each potential Proposer to monitor the BidNet website regularly to be aware of changes, communications and/or addenda to bids.

The City will not be held responsible for misinformation received from private plan holders. Please use the City’s BidNet website to obtain solicitation information for the City.

III-4 Interpretation of Proposal Documents

The Proposer may request, in writing, a clarification or interpretation of any aspect of the RFP documents. Such requests must be made via the BidNet website by the due date and time specified in the Schedule of Activities listed on Page 2. The City will post all questions and answers on the BidNet website, following the deadline for submittal of questions, as an addendum to the bid. The City will not accept or respond to oral inquiries except for those made at the Pre-Bid Conference. The only 'official' responses are those that are posted to the BidNet website for this RFP.

III-5 Addenda

The City reserves the right to revise the RFP documents at any time up to the time set for submission of the proposals. Any such revision(s) shall be described in an addendum to the RFP and shall be posted on the BidNet website

If the City determines that the addendum may require significant changes to the Scope of Work, the deadline for submitting the proposals may be postponed by the number of days that the City determines will allow Proposers sufficient time to revise their proposals. Any new submittal deadline date for delivering proposals to the City shall be included in the addendum.

Proposers must acknowledge in the proposal submission that they received all addenda to the proposal documents (see Attachment 1, Part 1). Failure to acknowledge receipt of addenda may disqualify the proposal.

III-6 DEN Website

It shall be conclusively presumed that the Proposer did, before submitting a proposal and prior to the final proposal deadline, read all addenda, posted decisions, and other informational items relevant to the RFP which appeared on the BidNet website. Proposer may also contact the City's Contract Administrator ("CA"), Steven Joyce, by email at contract.procurement@flydenver.com to confirm all posted information.

Please visit the BidNet website which contains such services and information as:

- A. Advertisements for RFx and IFB opportunities
- B. Status of RFx and IFB opportunities
- C. Addendums including vendor questions and responses
- D. Plan holder's/Document Taker's list
- E. Award information

III-7 Withdrawal of Proposal

A Proposer may withdraw its proposal by submitting to the City a written request signed by the Proposer's authorized representative. The withdrawal of a proposal does not prejudice the right of the Proposer to submit future proposals.

III-8 Rights of the City

The City reserves the right to cancel or modify this RFP at any time and to reject any or all proposals for any reason or for no reason. This RFP is an open and equitable invitation for proposals, and each proposal constitutes an offer to contract that the City may consider in its sole and absolute discretion. Any errors or omissions in a proposal may result in the rejection and disqualification of the entire proposal. Errors, omissions, and other acts that may result in proposal rejection and disqualification include, but are not limited to, failure to strictly comply with the RFP requirements or any applicable ordinances, rules, or policies; the submission of any inaccurate or false information; any improper communications or collusion

involving Proposers; default or termination for cause of any public or private contracts within the past five years; delinquent payment of monies owed to the City; or failure to submit proof of licensing or franchise authority and any related exclusivity requirements.

Notwithstanding the broad rights reserved to the City to reject and disqualify any or all proposals, the City may waive any immaterial deficiencies in proposals and may allow Proposers to cure any such deficiencies if an opportunity to cure is determined by the City to be in the City's best interests. If given an opportunity to cure, Proposers will be notified of the allotted time to correct the identified deficiency; failure to correct the deficiency in the time allotted may result in proposals being deemed non-responsive and disqualified. The City's waiver of an immaterial deficiency will in no way modify the RFP or excuse Proposers from full compliance with all RFP specifications. The City may exercise the foregoing rights at any time without notice and without any liability whatsoever to any Proposer or other party. By responding to this RFP, each Proposer is deemed to accept and agree to all of these terms and conditions and to waive any rights to challenge the City's determinations regarding proposal deficiencies in accordance with this section.

During the evaluation process, the City reserves the right to request additional information from any Proposer, to seek clarification of information provided, to conduct its own due diligence with respect to any Proposer or proposal, including self-guided tours of a Proposer's other operations, reference checks, credit checks, health department checks, or any other investigations deemed necessary.

III-9 Confidentiality of Records

Documents submitted pursuant to this RFP will be subject to the Colorado Open Records Act, C.R.S. §§ 24-72-201, *et seq.* Information clearly marked as confidential and proprietary will be kept confidential by the City, unless otherwise provided by law. The City will attempt to notify the Proposer if a request is made for pages of documents clearly marked as confidential and proprietary so that the Proposer may take any action it deems necessary to defend the request. The Proposer, not the City, shall be the entity responsible for defending against Colorado Open Records Act disclosures for any records claimed by the Proposer to be confidential and proprietary.

III-10 Proposer Agreements

Proposers may submit proposed supplemental terms and conditions that the Proposer wants the City to consider for inclusion in the contract. Such forms may include Proposer's software licensing agreements, maintenance contracts, and technical support agreements. By accepting delivery of these items, the City is not bound to accept them as part of an ensuing contract. The City may negotiate such supplemental terms and conditions that do not materially conflict with the contract terms and conditions detailed in this RFP and do not materially change the nature of this solicitation or adversely affect competition. If the parties cannot agree on the terms of the contract, including any terms desired by Proposer, the City may terminate negotiations with the Proposer and enter into a contract with another responsive Proposer.

III-11 Minority and Women-Owned Business Enterprise (MWBE) Participation (or DBE, if applicable)

This project is covered under D.R.M.C. Chapter 28 Article V. Accordingly, DSBO has conducted an analysis examining the scope of work for this project, cost estimate and the existing availability of certified firms to perform the specified services as stated in the business utilization request form. DSBO has established that no DSBO program will apply.

III-12 Certification of Independent Price and Work Determination

By submission of this proposal, each Proposer, and in the case of a joint proposal, each party thereto, certifies that, in connection with this procurement:

- A. Prices and specific work processes in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor, or with any party contracted by the City to design and/or manage all or part of the program or work of which this RFP is a part;
- B. Unless otherwise required by law, the prices quoted and specific work processes described in this proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer, prior to opening, directly or indirectly, to any other Proposer or to any competitor or to any party contracted by the City to design and/or manage all or part of the program or work of which this RFP is a part; and
- C. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

Further, each person signing the Proposal Acknowledgement Letter for this proposal certifies that:

- D. They are the person in the Proposer's organization responsible for the decision as to the prices being offered herein and that they have not participated, and will not participate, in any action contrary to subsection (a) through (c) above; or
- E. They are not the person in the Proposer's organization responsible for the decision as to the prices being offered herein, but that they have been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to subsections (a) through (c), above, and as their agent does hereby so certify; and they have not participated, and will not participate, in any action contrary to subsections (a) through (c), above.

A proposal will not be considered for award where subsections (a), (c), (d) or (e), above, have been deleted or modified. Where (b) above has been deleted or modified, the proposal will not be considered for award unless the Proposer furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the CEO of the City's Department of Aviation, or their designee, determines that such disclosure was not made for the purpose of restricting competition.

III-13 Designation of Subcontractors

The Proposer shall describe the qualifications of each subcontractor which it intends to use and the percentage and scope of the work which will be assigned to each of them. Resumes for the subcontractor's key personnel must be included.

Proposers who submit a proposal in response to this RFP are precluded from participating as a subcontractor with any other Proposers who submits a proposal for this RFP. However, subcontractors may be named on more than one proposal. Subcontractors who are named in more than one proposal are prohibited from sharing information about a Proposer with other Proposers, or utilizing such information to assist in the preparation of another proposal.

III-14 Payment

Appropriate clarifications and additions to the Scope of Work may be made during negotiations with the successful Proposer. It is the intent of the City to enter into a contract in which the Proposer will be paid pursuant to the terms of the contract.

III-15 Disclosure of Legal and Administrative Proceedings and Financial Condition

- A. The Proposer shall submit (at time of submittal) a statement which shall disclose all legal or administrative proceedings that involve a civil claim in excess of Fifty Thousand Dollars (\$50,000) in which the Proposer, its principals, or key personnel were a party in the last five years. The Proposer shall include in the statement:
1. The caption of the action naming all parties;
 2. The case number, jurisdiction, and the date the action was filed;
 3. A brief description of the action, the amount of the claim, and whether the action involved performance under any public or private construction contract; and
 4. The outcome or disposition of the action.
- B. The Proposer shall submit (at time of submittal) a statement which shall disclose whether Proposer has filed for protection under the laws of the U. S. Bankruptcy Code within the last ten (10) years.
- C. The Proposer shall submit (at time of submittal) a statement as to whether the Proposer, its principals or key employees presently, or in the past, are or have been involved in any debarment or suspension proceedings. Please include a description of any proceedings which prohibited or limited the Proposer from bidding or entering into any contract with any federal, state, or local government entity. Include a brief description of the reason(s) for such action having been taken, the effective dates thereof, and the governmental agency.

If the Proposer is a partnership or joint venture, please include a statement disclosing the information listed in subparagraph A and B, above, for each partner or joint venturer. If the Proposer is fifty percent (50%) or greater owned by another entity or individual, please include a statement disclosing the above information for such entity or individual.

- D. The Proposer shall submit (at time of submittal) a statement as to whether the Proposer, its principals or key employees have been convicted of any crime related embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, fraud, unfair trade practices, violation of state or federal antitrust statutes, or other law indicating a lack of business integrity or business honesty or have been convicted of any other felony in any jurisdiction within the last five (5) years. Include the current status of any such principal or key employees.
- E. The Proposer shall submit (at time of submittal) its Dun & Bradstreet identification number. If the Proposer is a partnership or joint venture, it must submit the Dun & Bradstreet identification number for each partner of a joint venture, if applicable.
- F. If the Proposer is a publicly held company, it shall submit (at the time of submittal) a list of any holders of ten percent (10%) or more of its stock.
- G. During contract negotiations, the Proposer may be asked to submit the following:
1. An audited statement of overhead rates, payroll taxes, and operating (profit) margin used to calculate hourly billing rates for the City and approval. If the Proposer does not have audited overhead rates, a Core Staff Labor Rates for Professional Services sheet, may be requested for each entity without audited overhead rates. This statement shall cover the Proposer's most recently completed fiscal year and shall be signed by a certified public accountant as a Certified

Audited Statement in which the accountant expresses his or her opinion as to the fairness with which the statement represents the Proposer's financial position, results of operations and changes in financial position.

2. If the Proposer is a partnership or joint venture, a Certified Audited Statement is required for each partner or joint venture. If the Proposer does not have audited overhead rates, a Core Staff Labor Rates Sheet may be requested for each entity without audit overhead rates. If any individual owns thirty-two percent (32%) or more of the Proposer, a Certified Audited Statement is required for each such individual or if a Certified Audited Statement is not available, then the individual must supply copies of his or her federal tax returns for the prior two (2) years.
3. If a Proposer is a small business as defined by the United States Small Business Administration, the Proposer may elect to submit copies of its Federal tax return for the prior two (2) years and prepare a Core Staff Labor Rates Sheet, in lieu of a Certified Audited Statement.
4. A signed statement certifying that no material or significant changes have occurred since the date of completion of the Certified Audited Statement, or the filing of the Federal tax return and the date of the proposal.

III-16 Insurance Requirements

Proposer shall adhere to all insurance requirements stated in Attachment 3. The official repository for Certificates of Insurance ("COIs") within the City is PINS Advantage. Upon contract initiation, an email will be sent to the successful Proposer with instructions for uploading COIs to ensure insurance compliance. The City reserves the right to modify submission requirements at any time, including the use of third-party software and/or services, which may involve an additional fee to the Commercial Operator.

III-17 Governmental Immunity

Proposers and subcontractors understand and agree that the City, its officers, officials, and employees are relying on, and do not waive or intend to waive by any provisions of this procurement or subsequent contract, the monetary limitations, or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 - 120, or otherwise available to the City, its officers, officials, and employees.

III-18 Security

After receiving an executed contract, the Proposer shall be deemed a Contractor of the City. The Contractor and any of their subcontractor will be required to comply with the Airport security requirements as set forth in Part 20 of the DEN Rules and Regulations, available at <https://www.flydenver.com/about-den/governance/rules-and-regulations/>.

III-23 Wage Ordinances

The services being requested in this RFP may involve services that are covered pursuant to Article IV of Chapter 20, D.R.M.C., which is designed to address the issue of wage equity and cost of living affordability in the City. Proposer agrees that any contract with the City shall include a requirement that Proposer will comply with the provisions of the D.R.M.C. relating to minimum and prevailing wages, 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 resulting contract. Additionally, Proposer agrees that the contract shall require compliance with all current and future federal and state laws and City ordinances.

III-24 Conflicts of Interest

An organizational conflict of interest occurs when, because of the relationship between two organizations (which could involve the City) or one organization (including its subsidiaries or related organizations) performing or proposing for multiple scopes of work, there is or could be in the future a lack of impartiality, impaired objectivity, an unfair advantage over one or more firms competing for the work, or a financial or other interest in other scopes of work.

If the Proposer currently has existing contracts with the City for work at DEN, including any contracts held by Proposer's parent, affiliates, or subsidiary corporations, this could pose a conflict of interest and could place your proposal in jeopardy of being rejected for conflict of interest. If the Proposer believes a conflict of interest may exist but can be mitigated, please describe the steps it proposes that it will take to mitigate the conflict.

If the City identifies a conflict of interest that is not identified by the Proposer in its response, the City may find the Proposer to be non-responsive. If the City identifies a conflict during the course of the contract, and the Proposer failed to disclose such conflict, the City may terminate the contract for cause or convenience at the discretion of the City.

If a Proposer has a specific question regarding a potential conflict of interest and wishes to obtain the City's review of such specific question, the Proposer shall complete all fields in the DEN Conflict Question Submission Form, attached hereto as Attachment 5 and submit the completed form to the CA in accordance with the communication instructions contained in this RFP. The City will not review incomplete forms. Proposers shall ensure that all requested and necessary information is provided on the form.

III-25 Title VI Solicitation Notice

The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4), 28 CFR § 50.3, and 49 CFR Part 21, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, creed, age, or disability in consideration for an award.

III-26 Compliance with Americans with Disabilities Act

Vision 100 is DEN's strategic plan that serves as a blueprint to align decision-making and enable accountability so the City can thoughtfully prepare to serve 100 million passengers. To achieve the goals set forth in Vision 100, Proposers shall prioritize equity for people with disabilities by ensuring accessibility, including requirements set forth by the Americans with Disabilities Act (42 USC § 12101, et seq) ("**ADA**") and any subsequent amendments to the statute, as well as any related federal, state, and local disability requirements, supporting the City's efforts to ensure accessibility in Airport facilities and programs.

IV. PREPARATION OF PROPOSAL

IV-1 Preparation of Proposal - Proposal Forms

The proposal shall be submitted in accordance with, and meet all requirements set forth in, the Proposal Forms, which are attached hereto. The Proposer shall fill in all blank spaces in the applicable Proposal Forms and initial all interlineations, alterations, or erasures in its proposal. The Proposer shall not delete, modify, or supplement the printed matter on the forms, which are included in **Attachment 1**, or make substitutions thereon. The Proposer's completed Proposal Forms and Proposal Narrative shall constitute its proposal. It shall be conclusively presumed that the Proposer did, before submitting a proposal, read all addenda, posted decisions and other information items relevant to the RFP that appeared on BidNet website.

An authorized representative of the Proposer shall execute Attachment 1, Part 1 of its Proposal Forms – the "Proposal Acknowledgment Letter."

- If the Proposer is a corporation, it shall, upon execution of the contract, provide a certificate from the Secretary of State showing that the corporation is qualified to do business in the State of Colorado. For more information, please contact the Secretary of State for Colorado at (303) 894-2200 for information on obtaining such certification.
- If the Proposer is a partnership, the Proposer must include with its proposal evidence satisfactory to the City that the partner signing the proposal has the authority to do so.
- If the Proposer is a joint venture, the Proposer shall submit with its proposal a notarized copy of the joint venture agreement. The agreement must describe the scope and amount of work to be performed by each participant and must include a provision stating that each participant is jointly and severally liable to the City for completion of all work and to third parties for all duties, obligations, and liabilities arising from the joint venture's performance of the work.

IV-2 Preparation of Proposal - Proposal Narrative

A. GENERAL

The Proposer shall prepare its proposal in the format described below, and must ensure that each page of its proposal is identified with the:

- Contract Name
- RFP #
- Proposer's name
- Page number

B. FORMAT

Proposals shall meet the following formatting requirements:

- Proposals shall be printable on 8 ½" x 11" paper
- Proposals shall use the font type of Times New Roman and font size of 12 point. *(Exception: font size for graphics, organization chart, and call outs must be clear and easily readable, if not using the Times New Roman 12 point.)*
- **Proposals shall be in the order of the Proposal Narrative Content listed below.**
- Proposals shall include a table of contents.
- Proposals shall include tabbed or bookmarked sections as appropriate.
- **The proposal narrative shall not exceed 25 pages. Exceeding the page limit will result in a non-responsive finding.** This page limit does not include the cover letter, DEN EDI Plan, table of

contents, resumes, organization chart, additional pages (which must be separate) with comments or proposed changes to the Sample Agreement, additional pages to describe disclosure of legal and administrative proceedings and financial condition, tabs, or the City-required forms.

- Resumes shall be limited to one (1) page per individual. Please attach resumes to the end of your proposal.
- Proposals containing unnecessarily elaborate artwork are discouraged.
- Proposals shall be submitted as an electronic document in an un-secured/un-password protected Adobe Acrobat (.pdf) format.
- **Exhibit B (“Pricing Forms”)** shall be submitted separately from the main proposal

IV-3 **Proposal Narrative Contents**

This section describes the required contents for your proposal. The proposal is to be organized as follows:

Narrative Contents
1. Cost Effectiveness & Pricing
2. DEN Equity, Diversity, and Inclusion Plan (DEN EDI Plan)
3. Understanding the Project
4. Proposed Work Plan and Approach
5. Key Personnel and Ability to Respond
6. Company Experience and Qualifications

Cover Letter

The Proposer shall prepare a cover letter, not exceeding two (2) pages in length, which summarizes the key points in the proposal. The letter shall include the full name of the company or joint venture members, and all proposed subconsultants. If the Proposer is made up of more than one (1) company, the legal relationship between the companies must be described. The cover letter must include a statement committing the availability of the key personnel, identified in Section 4 below, to perform the work for the duration of the contract term. The letter must be signed by a person who is authorized to sign a contract with the City. This signatory shall be the same person identified in the Proposal Acknowledgement Letter as the authorized representative.

If the Proposer believes any information, data, process, or other material in its proposal should be considered confidential or proprietary by the City, the Proposer shall identify such material by page and paragraph, and the basis of which the Proposer believes the material is proprietary or confidential. Proposals with all materials marked “Confidential” or “Proprietary” will be treated as if none of the materials are confidential or proprietary.

1. Cost Effectiveness & Pricing

The Center of Equity and Excellence in Aviation (CEEA) prioritizes cost-effectiveness through intentional planning, streamlined coordination, and performance-based invoicing. Contractors are compensated only for successfully completed sessions or deliverables, ensuring DEN pays solely for services rendered.

Our pricing model is based on an all-inclusive flat fee structure, which consolidates pre-engagement planning, facilitation, materials, and reporting into one transparent rate. This approach reduces administrative burden, eliminates hidden costs, and ensures predictable budgeting.

Cost savings are also realized through the on-call structure, which provides DEN access to pre-qualified contractors by reducing the need for multiple procurements and allowing CEEA to allocate

funds efficiently based on evolving workforce priorities. CEEA maintains quality control through pre-approved contractor pools, structured intake processes, and post-session evaluations, minimizing rework and maximizing return on investment.

Cost-effectiveness is vital for the successful delivery of projects based on each task. Our team prioritizes efficiency and careful management of resources to ensure that project budgets are met without compromising on quality. Our team believes that cost-effectiveness stems from thorough planning, resource optimization and execution. Outline your approach to cost-effectiveness and efficiency.

1. Philosophy on cost-effectiveness and quality: Explain the quality control philosophy of your organization and strategy to minimize errors? Additionally, explain how you and your organization will minimize errors and re-work to avoid increased costs.
2. Staff Optimization: Outline your process for assigning the right team members to each task to optimize expertise and meet project goals. If applicable, describe methods used to manage subconsultants to maintain effectiveness and quality?
3. Past Work: Discuss how you will use previously completed work to inform current tasks and project delivery, ensuring quality, accuracy, and validity.
4. Competitive Edge and Cost Savings: Highlight what makes your team cost-effective and any unique processes or technology you use to reduce costs for clients. Please include any additional information that adds value to your proposal.

2. DEN Equity, Diversity, and Inclusion Plan (DEN EDI Plan)

The City is committed to advancing its vision of EDIA and sustainability through growing the capacity of our historically underutilized businesses, which include businesses owned by various ethnicities, genders, veterans, LGBTQ+, and individuals living with disabilities, as well as those in economically distressed or redlined neighborhoods. Aligning with the City's intention to contract with historically underutilized businesses, this contract's historically underutilized business engagement initiatives are intended as a part of the City's values and commitment to ensure historically underutilized businesses are actively and impactfully participating throughout the life of the project. The City believes that the utilization of historically underutilized businesses is a best value in the procurement of its contracts, and the award of contracts for this project will be determined, in part, on the Proposer's commitment to the growth and sustainability of historically underutilized businesses. As specified in the City's values, it is the City's expectation that the Proposer exemplify its alignment to the City's values as part of their business culture and practice.

The Proposer shall describe what they have done to engage with historically underutilized businesses in their ongoing operations. The engagement should be an innovative, comprehensive, open, and transparent approach that makes a significant impact through the promotion of EDIA to improve opportunities that ensure fair and just access to jobs, housing, education, mobility options, and healthier communities. This engagement may include, but is not limited to, utilization of historically underutilized businesses, mentor/protégé programs, prompt payment, workforce expansion, joint ventures, technical assistance, access to capital platforms, and community outreach.

Proposer's DEN EDI Plan should include, but is not limited to:

- A. **Equity, Diversity, and Inclusion Strategies.** Describe the strategies and tactics Proposer will use to increase the participation of new and existing historically underutilized businesses in contracting opportunities, and the degree to which these, and other strategies, drive or play a role in upholding a culture of equity, diversity, and inclusion in the Proposer's organization.
- B. **Technical Assistance & Support Services.** Describe the assistance and/or guidance the Proposer is currently providing, and/or plans to provide, to small businesses to help advance the next generation of historically underutilized businesses. Such assistance and/or guidance may include technical, financial, or other support services that enable these businesses to achieve meaningful participation on this project or other contracts with the Proposer and/or other business partners. Describe any community resource organizations with which the Proposer currently partners, or plans to partner or sponsor, to provide assistance and/or guidance to historically underutilized businesses. Examples of such assistance and guidance may include, but are not limited to, quality control, bonding, insurance, prompt payment, mentoring programs, joint ventures, workforce development, technical assistance, access to capital platforms.
- C. **Procurement Process.** Describe Proposer's procurement process (including policies and procedures) and provide details on the principles used throughout the process to remove barriers to promote equity, diversity, and inclusion, and how you ensure that these efforts flow down to all tiers of subcontractors and subconsultants.
- D. **Communication and Proposer Management.** Describe the communication strategies and assistance Proposer is using, and/or plans to use, with historically underutilized businesses to align their work with the contract requirements, which may include, but are not limited to, training for internal and external staff to ensure effective communication, scheduling, safety requirements, terms and conditions, performance expectations, and dispute resolution.
- E. **Past Performance.** Provide examples where the Proposer has been successful in promoting equity, diversity, and inclusion both internally and externally. Describe practices of Proposer's efforts and initiatives towards youth mentorship & development, employee recruitment, training, development, and succession planning to promote equity, diversity, and inclusion. Describe how the Proposer has promoted equity, diversity, and inclusion values to both historically underutilized businesses and communities that they serve.

Describe times when Proposer has been successful in promoting the participation of historically underutilized businesses and/or aided historically underutilized businesses in a way that promoted their overall growth and success. Examples of such promotion may include, but are not limited to, bonding and insurance assistance, mentor-protégé programs, prompt payment, workforce expansion, innovative and successful partnering with historically underutilized businesses (i.e., joint venture, performing as a subcontractor to a historically underutilized business, etc.), technical assistance, access to capital platforms, innovative teaming strategies between historically underutilized businesses and Proposer (i.e. DSBO approved joint ventures or historically underutilized businesses performing as a prime), and community outreach.

- F. **Proposer's Culture.** Describe how EDI has been promoted internally and rooted within the Proposer's company through programs, such as 1) company policy and programs that advance

equity, diversity, and inclusion priorities; 2) employment practices of recruitment/hiring, employee development/advancement, training (i.e., implicit bias); and 3) expectations of valuing and actively collaborating through partnerships with subcontractors/subconsultants.

- G. **Future Initiatives.** Provide a roadmap of the work Proposer intends to do over the next five (5) years to promote equity, diversity, and inclusion, both internally and externally. Describe practices Proposer intends to use in youth mentoring and development, and employee recruitment, training, development, and succession planning to promote equity, diversity, and inclusion. Describe any plans Proposer has made to promote these values to both businesses and communities that they serve.

3. Understanding the Project

Prepare a statement which describes the Proposer's understanding of the work involved in performing the Scope of Work. Discuss understanding of the proposed Scope of Work; the complexity, challenges and problems involved in planning and performing that work; approaches and philosophy for dealing with problems; sensitivity and experience dealing with key issues and any additional issues or matters relating to the Scope of Work which the Proposer believes should be addressed.

4. Proposed Work Plan and Approach

Contractors should outline a detailed and practical approach for delivering services as part of an on-call pool. This includes describing their:

- Engagement and planning process
- Curriculum or content development approach
- Delivery methods (in-person, virtual, hybrid)
- Quality assurance and evaluation processes
- Ability to collaborate with CEEA and report on outcomes

In addition, proposers must clearly identify and describe the training they have available for delivery. For each proposed training, include:

- Training title/name
- Overview of the training, including key topics and format
- Goals and intended outcomes of the training
- Target audience: frontline employees, supervisors, managers, directors, senior leaders
- Typical duration and delivery format (i.e. half-day, multi-session, virtual or in-person)

Proposers should demonstrate how they manage timelines, prepare or adapt content to meet client needs, communicate with stakeholders, and ensure each engagement meets DEN's expectations. Clear descriptions of tools, frameworks, or methodologies used to support training delivery and effectiveness are encouraged.

5. Key Personnel and Ability to Respond

Proposers should identify the individuals who will provide services, including their roles, qualifications, and expertise relevant to the service category. Bios, certifications, resumes and testimonials should be included; especially for Executive Coaches, who must hold recognized coaching credentials.

Contractors should explain their availability, responsiveness, and capacity to accept assignments on an as-needed basis throughout the year and describe any additional personnel who may support delivery.

6. Company Experience and Qualifications

Contractors should highlight their organizations or individual experience delivering leadership development, coaching, facilitation, or related services in complex environments. Proposers are encouraged to provide examples of previous projects, client references, program results, or measurable outcomes.

Experience with government agencies, aviation, infrastructure, or large operational organizations is beneficial but not required. Demonstrated success in adult learning, organizational development, or leadership programs is highly valued.

At a minimum, the following information shall be included as appropriate to the Scope of Work:

- Project name
- Project description
- Contract value
- Scope of Work
- Location
- Owner name, address, current contact person, and telephone number
- List any subconsultants and percentage of work performed
- Gross fees
- Outcome/result

V. EVALUATION OF PROPOSALS

V-1 Evaluation of Proposals

The City's Evaluation and Selection Committee ("**Evaluation Committee**") will review and evaluate the proposals in accordance with the Evaluation Criteria below, including the Proposer's demonstrated experience and qualifications as they relate to the scope of services required. The Proposer's ability to present its proposal in writing in a clear, concise, and organized manner will be considered in the evaluation. Responsive Proposers may be required to participate in interviews by the Evaluation Committee. The City may, in its sole discretion, consider a Proposer's comments on the Sample Contract or other proposed terms and conditions. The City shall, after taking into consideration the recommendations of the Evaluation Committee, attempt to negotiate a contract with the Proposer(s) which it considers the most qualified, responsive, and responsible.

Any scoresheets, notes, deliberations, and ultimate conclusions of the Evaluation Committee will be kept strictly confidential during and after award of the opportunity and are protected by the deliberative process privilege. The Evaluation Committee's function is to assist the CEO in determining which proposal(s) to recommend for award. However, the CEO has the sole and absolute discretion to recommend any proposal for award deemed to be in accordance with the best interests of the City. Proposers may not contact members of the Evaluation Committee for any reason whatsoever once this RFP is issued.

V-2 Past Performance

If a Proposer has performed prior work at the City, documented instances in which the Proposer failed to perform under the terms of the contract may be reviewed as part of the City's overall evaluation. This evaluation will consider past performance information submitted as a part Proposer's proposal, including, but not limited to, information regarding predecessor companies, key personnel who have relevant experience, and subcontractors performing major or critical aspects of the service(s), if such information is relevant.

V-3 Shortlisting and Interviews (If Necessary)

The Evaluation Committee will prepare an initial evaluation, in accordance with this Section V. The Evaluation Committee, may, at its discretion, invite the highest ranked Proposers for interviews. Such interviews and/or site visits will be at the Proposer's expense.

Interviews are an opportunity for members of the Evaluation Committee to ask questions and/or seek clarification of the Proposers' proposals. The Evaluation Committee may provide questions to Proposers in advance of the interview. In the interest of minimizing Proposers' costs, the following rules will apply to interviews:

Proposers invited to an interview **may not:**

- Bring merchandise, gifts, or any other leave-behinds for the Evaluation Committee;
- Introduce new information at interviews not in the original written proposal;
- Change or alter the proposed business terms or concept in any way.

Proposers may provide written answers to any questions provided in advance by the Evaluation Committee.

All invited Proposers may be asked to prepare a presentation, lasting no longer than 30 minutes, explaining the company's strong points in each area of the evaluation criteria. The presentation will be incorporated into the time allotted for the interview, no additional time will be provided.

The presentation must be in a compatible PC format utilizing standard MS Office Suite, including PowerPoint.

Following interviews, if any, each member of the Evaluation Committee may revise their initial evaluation. The Evaluation Committee's work is complete when the CEO authorizes direct negotiations with a Proposer.

V-4 Best and Final Offers

The City, at its discretion, may utilize a Best and Final Offer ("BAFO") stage after submission, and prior to award, to: clarify the Scope of Work; assure full understanding of, and responsiveness to, the solicitation requirement; and/or update pricing or any other component of the RFP identified by the City. In BAFO discussions, there shall be no disclosure of any information derived from proposals submitted by competing Proposers. The CA shall coordinate the Proposer's responses for review by the Evaluation Committee. The CA shall be the SOLE point of contact throughout the process for all Proposers. If the City requests a BAFO stage, Evaluation Committee members may revise their initial scores based upon additional information and clarification received in this phase. In lieu of revising scoring, the City reserves the right to evaluate BAFOs by use of a narrative.

V-5 Evaluation Criteria

In preparing responses, Proposers shall describe in detail how they propose to meet the specifications detailed in Section II, Scope of Work. Specific factors will be applied to the proposal information to assist the City in selecting the most qualified Proposer for this opportunity. Evaluation criteria that will be used as follows, listed in no particular order.

Evaluation Criteria		Evaluated Weights
1.	Cost Effectiveness & Pricing	25%
2.	DEN Equity, Diversity, and Inclusion Plan (DEN EDI Plan)	15%
3.	Understanding the Project	10%
4.	Proposed Work Plan and Approach	25%
5.	Key Personnel and Ability to Respond	10%
6.	Company Experience & Qualifications	15%
Total		100%

VI. ATTACHMENT 1, PROPOSAL FORMS

Attachment 1, Part 1 Proposal Acknowledgement Letter

**City and County of Denver
Denver International Airport**

Proposer: _____ Date: _____

Chief Executive Officer
City and County of Denver
Business Management Services
Gateway Office Building
Denver International Airport
8500 Peña Boulevard
Denver, Colorado 80249

In response to the Request for Proposal (RFP) dated June 18, 2026, for RFP NO. 202684866, the undersigned hereby declares that they have carefully read and examined the proposal documents and hereby proposes to perform and complete the work as required in the Scope of Work. Attached hereto are the completed responses to Parts 2 and 3 of the Proposal Forms.

The undersigned agrees that this proposal constitutes a valid offer to negotiate a contract with the City to perform the work described in the proposal documents.

After final agreement on the terms of the contract have been reached, the undersigned agrees to execute the contract, which will be prepared by the City, in a timely manner.

The undersigned acknowledges receipt and consideration of the following addenda to the proposal documents:

Addenda Numbers: _____

The undersigned certifies that they have examined, and they are fully familiar with, the proposal documents and have satisfied themselves with respect to any questions regarding the RFP which could in any way affect the undersigned's understanding of the Scope of Work or any estimate of the cost thereof.

Signature: _____

Type or print name: _____

Proposer's Business Address: _____

E-mail address: _____

Attachment 1, Part 2 Proposal Data Form

**City and County of Denver
Denver International Airport
(Please use this form)**

Proposer Name: _____

Proposer Address: _____

Phone: _____ Fax _____

Email: _____

Federal Identification Number: _____

Principal in Charge (Name & Title): _____

Project Manager for this RFP (Name & Title): _____

Equal Employment Opportunity Officer: _____

Name(s) of Professional and Public Liability Insurance Carrier(s):

**Parent Company Information
(If Applicable)**

Name of Company: _____

Address: _____

Phone: _____ Fax: _____

Contact Person: _____

Submittal is for (check one):

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Corporation

If this is a corporation, you are the (check one):

- ☐ Subsidiary
- ☐ Parent Company

State of Incorporation: _____

Is this a joint venture?

- ☐ YES
- ☐ NO

If this is a joint venture, a certified copy of the Joint Venture Agreement must accompany this proposal.

Licenses to perform work (issuing authority, date and validity—please provide copies of all listed):

References
(Provide three professional references below)

1. Company Name: _____
Contact: _____
Project Title: _____
Email: _____
Phone Number: _____

2. Company Name: _____
Contact: _____
Project Title: _____
Email: _____
Phone Number: _____

3. Company Name: _____
Contact: _____
Project Title: _____
Email: _____
Phone Number: _____

CERTIFICATION

The undersigned certifies that to the best of their knowledge, the information presented in this Proposal Data Form is a statement of fact and that the Proposer has the financial capability to perform the work described in the Proposer's documents.

Signature _____ Title _____

Print Name _____

Date _____

Attachment 1, Part 3 Disclosure of Legal and Administrative Proceedings and Financial Condition

**City and County of Denver
Denver International Airport
(Please use this form)**

If no disclosure is required in accordance with III-15, please sign affirmation statement.

The undersign affirms that _____ (Proposer) has not been involved in any legal or administrative proceedings which involve a claim in excess of Fifty Thousand Dollars (\$50,000.00); has not filed bankruptcy within the last ten (10) years; has not been debarred or suspended from bidding/proposing on any Federal, State or local government procurements; and neither the Proposer nor its key employees have been convicted of a bid/proposal-related crime, violation, or felony in the last five (5) years.

Signature _____ Title _____

Print Name _____

Date _____

If disclosure is required in accordance with III-15, please use the following space to provide information. If additional space is needed, please attach additional pages.

VII. **ATTACHMENT 2, EXHIBIT B – PRICING FORMS**

EXHIBIT B – PRICING FORMS

The Pricing Forms which apply to this contract are included as a separate MS Excel attachment in BidNet.

These pages are not included in the page numbering of this contract document

VIII. **ATTACHMENT 3, INSURANCE REQUIREMENTS**

INSURANCE REQUIREMENTS

The insurance requirements relative to this contract are contained in the pages immediately following this page.

These pages are not included in the page numbering of this contract document.

EXHIBIT C

CITY AND COUNTY OF DENVER INSURANCE REQUIREMENTS FOR DEPARTMENT OF AVIATION PROFESSIONAL SERVICES AGREEMENT

A. Certificate Holder and Submission Instructions

Commercial Operator must provide a Certificate of Insurance as follows:

Certificate Holder: CITY AND COUNTY OF DENVER
 Denver International Airport
 8500 Peña Boulevard
 Denver CO 80249

- ACORD Form (or equivalent) certificate is required.
- Commercial Operator must be evidenced as a Named Insured party.
- Electronic submission only, hard copy documents will not be accepted.
- Reference on the certificate must include the City-assigned Contract Number, if applicable.

The official repository for Certificates of Insurance (COIs) within DEN is PINS Advantage. Upon contract initiation, an email will be sent to the Commercial Operator with instructions to upload the COIs for insurance compliance. The City may at any time modify submission requirements, including the use of third-party software and/or services, which may include an additional fee to the Commercial Operator.

B. Defined Terms

1. “Agreement” as used in this exhibit refers to the contractual agreement to which this exhibit is attached, irrespective of any other title or name it may otherwise have.
2. “Commercial Operator” as used in this exhibit refers to the party contracting with the City and County of Denver pursuant to the attached Agreement.

C. Coverages and Limits

1. Commercial General Liability

Commercial Operator shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, independent contractors, and products and completed operations in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations aggregate; if policy contains a general aggregate, a minimum limit of \$2,000,000 annual policy aggregate must be maintained.

- a. Coverage shall include Contractual Liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.
- b. Coverage shall include Mobile Equipment Liability, if used to perform services under this Agreement.
- c. If a “per location” policy aggregate is required, “location” shall mean the entire airport premises.

2. Business Automobile Liability

Commercial Operator shall maintain a minimum limit of \$1,000,000 combined single limit each occurrence for bodily injury and property damage for all owned, leased, hired and/or non-owned vehicles used in performing services under this Agreement.

- a. If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required. DEN has established an Airside Unescorted Excess Auto Liability Program to support Commercial Operators in meeting the \$10,000,000 auto liability requirement for unescorted airside driving privileges. This program offers \$9,000,000 in excess

coverage over a \$1,000,000 base liability. For more information, please visit: [DEN AirsideDrive Program](#).

- b. If Commercial Operator does not have blanket coverage on all owned and operated vehicles and will require unescorted airside driving privileges, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.
 - c. If transporting waste, hazardous material, or regulated substances, Commercial Operator shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
 - d. If Commercial Operator does not own any fleet vehicles and/or Commercial Operator's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Commercial Operator shall ensure that Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Commercial Operator. This provision does not apply to persons solely commuting to and from the airport.
 - e. If Commercial Operator will be completing all services to DEN under this Agreement remotely and not be driving to locations under direction of the City to perform services this requirement is waived.
3. **Workers' Compensation and Employer's Liability Insurance**
Commercial Operator shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits no less than \$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.
 - a. Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the Commercial Operator to determine their eligibility for providing this coverage, executing all required documentation with the State of Colorado, and obtaining all necessary approvals. Verification document(s) evidencing exemption status must be submitted with the Certificate of Insurance.
4. **Property Insurance**
Commercial Operator is solely responsible for any loss or damage to its real or business personal property located on DEN premises including, but not limited to, materials, tools, equipment, vehicles, furnishings, structures and personal property of its employees and subcontractors unless caused by the sole, gross negligence of the City. If Commercial Operator carries property insurance on its property located on DEN premises, a waiver of subrogation as outlined in Section F will be required from its insurer.
5. **Professional Liability (Errors and Omissions) Insurance**
Commercial Operator shall maintain a minimum limit of \$1,000,000 each claim and annual policy aggregate, providing coverage for all applicable professional services outlined in this Agreement.
6. **Unmanned Aerial Vehicle (UAV) Liability:**
If Commercial Operator desires to use drones in any aspect of its work or presence on DEN premises, the following requirements must be met prior to commencing any drone operations:
 - a. Express written permission must be granted by DEN.
 - b. Express written permission must be granted by the Federal Aviation Administration (FAA).
 - c. Drone equipment must be properly registered with the FAA.
 - d. Drone operator(s) must be properly licensed by the FAA.
 - e. Commercial Operator must maintain UAV Liability including flight coverage, personal and advertising injury liability, and hired/non-owned UAV liability for its commercial drone operations with a limit no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

7. **Excess/Umbrella Liability**

Combination of primary and excess coverage may be used to achieve minimum required coverage limits. Excess/Umbrella policy(ies) must follow form of the primary policies with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance.

D. Reference to Project and/or Contract

The City Project Name, Title of Agreement and/or Contract Number and description shall be noted on the Certificate of Insurance, if applicable.

E. Additional Insured

For all coverages required under this Agreement (excluding Workers' Compensation, Employer's Liability and Professional Liability, if required), Commercial Operator's insurer(s) shall include the City and County of Denver, its elected and appointed officials, successors, agents, employees, and volunteers as Additional Insureds by policy endorsement.

F. Waiver of Subrogation

For all coverages required under this Agreement (excluding Professional Liability, if required), Commercial Operator's insurer(s) shall waive subrogation rights against the City and County of Denver, its elected and appointed officials, successors, agents, employees, and volunteers by policy endorsement.

If Commercial Operator will be completing all services to the City under this Agreement remotely and not be traveling to locations under direction of the City to perform services, this requirement is waived specific to Workers' Compensation coverage.

If Commercial Operator and its employees performing services under this Agreement are domiciled in a monopolistic state this requirement shall not apply to Workers' Compensation policy(ies) issued by a state fund. However, Commercial Operator understands any subrogation against the City from its state-funded Workers' Compensation insurer arising from a claim related to this Agreement shall become the responsibility of the Commercial Operator under Section 14.01 Defense and Indemnification of this Agreement subject to the terms, conditions and limitations therein.

G. Notice of Material Change, Cancellation or Nonrenewal

Each certificate and related policy shall contain a valid provision requiring notification to the Certificate Holder in the event any of the required policies be canceled or non-renewed or reduction in required coverage before the expiration date thereof.

1. Such notice shall reference the DEN assigned contract number related to this Agreement.
2. Such notice shall be sent thirty (30) calendar days prior to such cancellation or non-renewal or reduction in required coverage unless due to non-payment of premiums for which notice shall be sent ten (10) calendar days prior.
3. If such written notice is unavailable from the insurer or afforded as outlined above, Commercial Operator shall provide written notice of cancellation, non-renewal and any reduction in required coverage to the Certificate Holder within three (3) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer(s) as verification. Commercial Operator shall replace cancelled or nonrenewed policies with no lapse in coverage and provide an updated Certificate of Insurance to DEN.
4. In the event any general aggregate or other aggregate limits are reduced below the required minimum per occurrence limits, Commercial Operator will procure, at its own expense, coverage at the requirement minimum per occurrence limits. If Commercial Operator cannot replenish coverage within ten (10) calendar days, it must notify the City immediately.

H. Cooperation

Commercial Operator agrees to fully cooperate in connection with any investigation or inquiry and accept any formally tendered claim related to this Agreement, whether received from the City or its representative. Commercial Operator's failure to fully cooperate may, as determined in the City's sole discretion, provide cause

for default under the Agreement. The City understands acceptance of a tendered claim does not constitute acceptance of liability.

I. Additional Provisions

1. Deductibles or any type of retention are the sole responsibility of the Commercial Operator.
2. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
3. Coverage required may not contain an exclusion related to operations on airport premises.
4. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under all policies where Additional Insured status is required.
5. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City under all policies where Additional Insured status is required.
6. If the Commercial Operator procures or maintains insurance policies with coverages or limits beyond those stated herein, such greater policies will apply to their full effect and not be reduced or limited by the minimum requirements stated herein.
7. All policies shall be written on an occurrence form. If an occurrence form is unavailable or not industry norm for a given policy type, claims-made coverage will be accepted by the City provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to the City, whichever is earlier, and continuous coverage will be maintained or an extended reporting period placed for three years (eight years for construction-related agreements) beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
8. Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by an authorized representative and must be submitted to the City at the time Commercial Operator signed this Agreement.
9. The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
10. Certificate of Insurance and Related Endorsements: The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements shall not act as a waiver of Commercial Operator's breach of this Agreement or of any of the City's rights or remedies under this Agreement. All coverage requirements shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Commercial Operator is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements.
11. The City shall have the right to verify, at any time, all coverage, information, or representations, and the insured and its insurance representatives shall promptly and fully cooperate in any such audit the City may elect to undertake including provision of copies of insurance policies upon request. In the case of such audit, the City may be subject to a non-disclosure agreement and/or redactions of policy information unrelated to verification of required coverage.
12. No material changes, modifications, or interlineations to required insurance coverage shall be allowed without the review and written approval of DEN Risk Management.
13. Commercial Operator shall be responsible for ensuring the City is provided updated Certificate(s) of Insurance prior to each policy renewal.
14. Commercial Operator's failure to maintain required insurance shall be the basis for immediate suspension and cause for termination of this Agreement, at the City's sole discretion and without penalty to the City.

J. Part 230 and the DEN Airport Rules and Regulations

If the minimum insurance requirements set forth herein differ from the equivalent types of insurance requirements in Part 230 of the DEN Airport Rules and Regulations, the greater and broader insurance requirements shall supersede those lesser requirements, unless expressly excepted in writing by DEN Risk Management. Part 230 applies to Commercial Operator and its subcontractors of any tier. Part 230 and the DEN Airport Rules and Regulations may be found: [DEN Airport Rules and Regulations](#).

K. Applicability of ROCIP Requirements

The City and County of Denver and Denver International Airport (hereinafter referred to collectively as "DEN") has arranged for certain construction activities at DEN to be insured under an Owner Controlled Insurance Program (OCIP) or a Rolling Owner Controlled Insurance Program (ROCIP) (hereinafter collectively referred to

as “ROCIP”). A ROCIP is a single insurance program that insures DEN, the Commercial Operator and subcontractors of any tier, and other designated parties (Enrolled Parties), for work performed at the Project Site. **Commercial Operator is NOT eligible for or provided insurance coverage under a ROCIP program. Commercial Operator must provide its own insurance as specified in this Agreement. If Commercial Operator is assigned work to be conducted within a ROCIP Project Site it must comply with the provisions of the DEN ROCIP Safety Manual, which is part of the Contract Documents and which is linked below to the most recent manual.**

[DEN ROCIP Safety Manual](#)

DEN is additionally providing links to the DEN ROCIP Insurance Manual and the DEN ROCIP Claims Guide solely for Commercial Operator’s information.

[DEN ROCIP Insurance Manual](#)

[DEN ROCIP Claims Guide](#)

Notice of Change to ROCIP: DEN reserves the right to assign work per task order to a specific ROCIP program, if more than one is active, as well as terminate or modify a DEN ROCIP or any portion thereof. Further, dependent on factors including, but not limited to, the official timing and duration of the ROCIP project for which services are provided or related to under this Agreement, DEN may need to transition from one ROCIP program to another and introduce corresponding requirements for Commercial Operators. DEN will provide Commercial Operator notice of changes regarding a ROCIP program as applicable to Commercial Operator’s work or responsibilities under the ROCIP Safety Manual.

IX. ATTACHMENT 4, SAMPLE CONTRACT

SAMPLE CONTRACT

The Sample Contract form and required Federal provisions are contained in the pages immediately following this page. The complete contract will include other exhibits in addition to the form and the Federal provisions.

Notice to Proposers:

City Required Contract Provisions

The following contract provisions are required in every contract issued by the City. The language of each clause is drafted in accordance with Federal, State, and City law and policy and are not subject to modification. Accordingly, Proposers should carefully review this Sample Agreement provided with the Request for Proposals, including these required provisions, in preparation of their Proposals.

2. Standard Federal Provisions contained in the Contract and the Exhibit or Appendix
3. Minority/Women Owned Business Enterprise (City-funded), Small Business Enterprise (City-funded) and Disadvantaged Business Enterprise (Federally-funded) requirements
4. MWBE Prompt Pay (if applicable) and City Prompt Pay
5. Prevailing Wage Ordinance
6. City Wage Ordinance provisions; worker retention provision if applicable
7. Insurance Requirements
8. Defense and Indemnification
9. Disputes/Dispute Resolution
10. Compliance with All Laws and Regulations/with Patent, Trademark and Copyright Laws
11. Compliance with all City Executive Orders including drugs/alcohol/tobacco
12. Governing Law and Venue
13. Bond Ordinances
14. Force Majeure
15. Taxes and Costs
16. Environmental Requirements
17. Records Retention and Other Standard City Provisions, including but not limited to:
18. Diversity and Inclusiveness
19. No Discrimination in Employment
20. Advertising and Public Disclosure
21. Colorado Open Records Act
22. Examination of Records and Audits, including Federal and City Auditor provisions
23. Conflict of Interest
24. Sensitive Security Information, DEN Security, Badging, and other Security Provisions

ON-CALL AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“**Agreement**”) is made and entered into as of the date stated on the City’s signature page below (the “**Effective Date**”) by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado acting on behalf of its Department of Aviation (the “**City**”), and Contractor, a Jurisdiction corporation authorized to do business in the State of Colorado (“**Contractor**”) (collectively the “**Parties**”).

WITNESSETH:

WHEREAS, the City owns, operates, and maintains Denver International Airport (“**DEN**”); and

WHEREAS, the City desires to obtain On-Call Professional Development Services Contract to support DEN and its Center of Equity and Excellence in Aviation (CEEAA) in advancing workforce and leadership development initiatives by strengthening DEN’s internal talent pipeline, enhancing leadership capacity, and supporting organizational effectiveness; and

WHEREAS, the City desires an on-call scope of work to include four key categories (Executive Coaching – one-on-one and small-group coaching for senior and mid-level leaders; Workshop and Strategic Facilitation – design and delivery of professional development trainings, team retreats, and planning sessions; Selection Committee Participation – serving as neutral reviewers to support leadership and fellowship candidate selection processes; General Professional Services – flexible support for emerging workforce needs such as culture-building, assessments, project management, and learning design) to allow CEEAA to respond efficiently to workforce development priorities, build leadership capacity at all organizational levels, and advance DEN’s Vision 100 goal of preparing a world-class workforce to meet the demands of future growth; and

WHEREAS, the City has undertaken a competitive process to solicit and receive proposals for such services, and has selected the proposal submitted by Contractor; and

WHEREAS, Contractor’s proposal was selected for award of the CEEAA – On-Call Professional Development Services Project (the “**Project**”); and

WHEREAS, Contractor is qualified, willing, and able to perform the services, as set forth in this Agreement in a timely, efficient, and economical manner; and

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the Parties agree as follows:

1. LINE OF AUTHORITY:

The Chief Executive Officer of the Department of Aviation or their designee or successor in function (the “**CEO**”), authorizes and directs all work performed under this Agreement. Until otherwise notified in writing by the CEO, the CEO has delegated the authority granted herein to

the Center of Equity and Excellence in Aviation Division. The relevant Executive Vice President (the “EVP”), or their designee (the “**Director**”), will designate a Project Manager to coordinate professional services under this Agreement. Reports, memoranda, correspondence, and other submittals required of Contractor hereunder shall be processed in accordance with the Project Manager’s directions.

2. SCOPE OF WORK AND CONTRACTOR RESPONSIBILITIES:

A. Scope of Services. Contractor shall provide professional services and deliverables for the City as designated by the CEO, from time to time and as described in the attached ***Exhibit A*** (“**Scope of Work**”) and in accordance with Task Orders, schedules and budgets set by the City. Without requiring an amendment to this Agreement, the City may, through a Task Order or similar form issued by the CEO and signed by the Contractor, make minor changes, additions, or deletions to the Scope of Work without change to the Maximum Contract Amount.

B. Task Orders. The Project Manager will issue task orders for work to be completed under this Agreement (“**Task Orders**”). The terms of each Task Order must include but are not limited to information regarding schedule, staffing, and pricing. The Director may reduce or increase the scope of work and/or staffing required by a Task Order and the time and cost of performance shall be adjusted to reflect the time and cost resulting from the reduction or increase. In the City’s sole discretion, the Project Manager may elect to directly solicit or competitively procure the work under each Task Order.

C. Standard of Performance.

i. Contractor shall faithfully perform the work required under this Agreement in accordance with the standard of care, skill, efficiency, knowledge, training, and judgment provided by highly competent professionals who perform work of a similar nature to the work described in this Agreement.

ii. Contractor shall be liable to the City for all acts and omissions of Contractor and its employees, subcontractors, agents and any other party with whom Contractor contracts to perform any portion of the work under this Agreement, including any design elements of any authorized Task Order.

D. Time is of the Essence. Contractor acknowledges that time is of the essence in its performance of all work and obligations under this Agreement. Contractor shall perform all work under this Agreement in a timely and diligent manner.

E. Subcontractors.

i. In order to retain, hire, and/or contract with an outside subcontractor that is not identified in this Agreement for work under this Agreement, Contractor must obtain the prior written consent of the CEO. Contractor shall request the CEO’s approval in writing and shall include a description of the nature and extent of the services to be

provided; the name, address and professional experience of the proposed subcontractor; and any other information requested by the City.

ii. The CEO shall have the right to reject any proposed outside subcontractor deemed by the CEO to be unqualified or unsuitable for any reason to perform the proposed services. The CEO shall have the right to limit the number of outside subcontractors and/or to limit the percentage of work to be performed by them.

iii. Any final agreement or contract with an approved subcontractor must contain a valid and binding provision whereby the subcontractor waives any and all rights to make any claim of payment against the City or to file or claim any lien or encumbrance against any City property arising out of the performance or non-performance of this Agreement and/or the subcontract.

iv. Contractor is subject to Denver Revised Municipal Code (“D.R.M.C.”) § 20-112, wherein Contractor shall pay its subcontractors in a timely fashion. A payment is timely if it is mailed to the subcontractor no later than seven (7) days after receipt of any payment from the City. Any late payments are subject to a late payment penalty as provided in the Denver Prompt Payment Ordinance (D.R.M.C. §§ 20-107 through 20-118).

v. This Section, or any other provision of this Agreement, shall not create any contractual relationship between the City and any subcontractor. The City’s approval of a subcontractor shall not create in that subcontractor a right to any subcontract. The City’s approval of a subcontractor does not relieve Contractor of its responsibilities under this Agreement, including the work to be performed by the subcontractor.

F. Personnel Assignments.

i. Contractor or its subcontractor(s) shall assign all key personnel identified in this Agreement, including Task Order(s), to perform work under this Agreement (“**Key Personnel**”). Key Personnel shall perform work under this Agreement, unless otherwise approved in writing by the EVP or their authorized representative. In the event that replacement of Key Personnel is necessary, the City in its sole discretion shall approve or reject the replacement, if any, or shall determine that no replacement is necessary.

ii. It is the intent of the Parties that all Key Personnel perform their specialty for all such services required by this Agreement. Contractor and its subcontractor(s) shall retain Key Personnel for the entire Term of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed.

iii. If, during the Term of this Agreement, the Project Manager determines that the performance of any Key Personnel or other personnel, whether of Contractor or its subcontractor(s), is not acceptable or that any such personnel is no longer needed for performance of any work under this Agreement or Task Order(s), the Project Manager shall notify Contractor and may give Contractor notice of the period of time which the Project

Manager considers reasonable to correct such performance or remove the personnel, as applicable.

iv. If Contractor fails to correct such performance, then the City may revoke its approval of the Key Personnel or other personnel in question and notify Contractor that such Key Personnel or other personnel will not be retained on this Project. Within ten (10) days of receiving this notice, Contractor shall use its best efforts to obtain adequate substitute personnel who must be approved in writing by the Project Manager. Contractor's failure to obtain the Project Manager's approval shall be grounds for Termination for Cause in accordance with this Agreement.

3. OWNERSHIP AND DELIVERABLES:

Upon payment to Contractor, all records, data, deliverables, and any other work product prepared by Contractor or any custom development work performed by Contractor for the purpose of performing this Agreement on or before the day of the payment, whether periodic or final payment, shall become the sole property of the City. Upon request by the City, or based on any schedule agreed to by Contractor and the City, Contractor shall provide the City with copies of the data/files that have been uploaded to any database maintained by or on behalf of Contractor or otherwise saved or maintained by Contractor as part of the services provided to the City under this Agreement. All such data/files shall be provided to the City electronically in a format agreed to by the Parties. Contractor also agrees to allow the City to review any of the procedures Contractor uses in performing any work or other obligations under this Agreement, and to make available for inspection any and all notes, documents, materials, and devices used in the preparation for or performance of any of the scope of work, for up to three (3) years after termination of this Agreement. Upon written request from the City, Contractor shall deliver any information requested pursuant to this Section within ten (10) business days in the event a schedule or otherwise agreed-upon timeframe does not exist.

4. TERM AND TERMINATION:

A. **Term.** The Term of this Agreement shall commence on the Effective Date and shall expire 5 years from the Effective Date, unless terminated in accordance with the terms stated herein (the "**Expiration Date**").

B. If the Term expires prior to Contractor completing the work under this Agreement, subject to the prior written approval of the CEO, this Agreement shall remain in full force and effect until the completion of any services commenced prior to the Expiration Date. Contractor has no right to compensation for services performed after the Expiration Date without such express approval from the CEO.

C. Suspension and Termination.

i. Suspension. The City may suspend performance of this Agreement at any time with or without cause. Upon receipt of notice from the EVP, Contractor shall, as directed in the notice, stop work and submit an invoice for any work performed but not yet

billed. Any milestones or other deadlines shall be extended by the period of suspension unless otherwise agreed to by the City and Contractor. The Expiration Date shall not be extended as a result of a suspension.

ii. Termination for Convenience. The City may terminate this Agreement at any time without cause upon written notice to Contractor.

iii. Termination for Cause. In the event Contractor fails to perform any provision of this Agreement, the City may either:

- a.** Terminate this Agreement for cause with ten (10) days prior written notice to Contractor; or
- b.** Provide Contractor with written notice of the breach and allow Contractor an Opportunity to Cure.

iv. Opportunity to Cure. Upon receiving the City's notice of breach pursuant to Section 4(C)(iii)(b), Contractor shall have five (5) days to commence remedying its defective performance. If Contractor diligently cures its defective performance to the City's satisfaction within a reasonable time as determined by the City, then this Agreement shall not terminate and shall remain in full force and effect. If Contractor fails to cure the breach to the City's satisfaction, then the City may terminate this Agreement pursuant to Section 4(C)(iii)(a).

v. Compensation for Services Performed Prior to Suspension or Termination Notice. If this Agreement is suspended or terminated, the City shall pay Contractor the reasonable cost of only those services performed to the satisfaction of the CEO prior to the notice of suspension or termination. Contractor shall submit a final invoice for these costs within thirty (30) days of the date of the notice. Contractor has no right to compensation for services performed after the notice unless directed to perform those services by the City as part of the suspension or termination process or as provided in Section 4(C)(vi) below.

vi. Reimbursement for Cost of Orderly Termination. In the event of Termination for Convenience of this Agreement pursuant to Section 4(C)(ii), Contractor may request reimbursement from the City of the reasonable costs of orderly termination associated with the Termination for Convenience as part of its submittal of costs pursuant to Section 4(C)(v). In no event shall the total sums paid by the City pursuant to this Agreement, including Sections 4(C)(v) and (C)(vi), exceed the Maximum Contract Amount.

vii. No Claims. Upon termination of this Agreement, Contractor shall have no claim of any kind against the City by reason of such termination or by reason of any act incidental thereto. Contractor shall not be entitled to loss of anticipated profits or any other consequential damages as a result of termination.

D. Remedies. In the event Contractor breaches this Agreement, Contractor shall be liable to the City for all costs of correcting the work without additional compensation, including but not limited to additional costs incurred by the City, its tenants, or its other contractors arising out of Contractor's defective work. These remedies are in addition to, and do not limit, the remedies available to the City in law or in equity. These remedies do not amend or limit the requirements of Section 8 and Section 9 otherwise provided for in this Agreement.

5. COMPENSATION AND PAYMENT:

A. Maximum Contract Amount. Notwithstanding any other provision of this Agreement, the City shall not be liable under any theory for payment for services rendered and expenses incurred by Contractor under the terms of this Agreement for any amount in excess of the sum of (Amount) Dollars and (Amount) Cents (\$ (Amount)) ("Maximum Contract Amount"). Contractor shall perform the services and be paid for those services as provided for in this Agreement, including in any Task Order(s), up to the Maximum Contract Amount.

B. Limited Obligation of City. The obligations of the City under this Agreement shall extend only to monies appropriated and encumbered for the purposes of this Agreement. Contractor acknowledges and understands the City does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City. The City is not under any obligation to make any future encumbrances or appropriations for this Agreement nor is the City under any obligation to amend this Agreement to increase the Maximum Contract Amount above.

C. Payment Source. For payments required under this Agreement, the City shall make payments to Contractor solely from funds of the Airport System Fund and from no other fund or source. The City has no obligation to make payments from any other source.

D. Fee. Initial individual hourly rates and charges, including any applicable multiplier, are set forth in *Exhibit B*. The Project Manager, in his or her sole discretion, may annually adjust the hourly rates and/or the multiplier on the anniversary of the Effective Date through a Task Order applicable to future work as further provided in the Task Order. Hourly rate adjustments shall not exceed the Denver-Aurora-Lakewood Consumer Price Index issued by the U.S. Department of Labor, Bureau of Labor Statistics.

E. Payment Schedule. Subject to the Maximum Contract Amount, for payments required under this Agreement, the City shall pay Contractor's fees and expenses in accordance with this Agreement. Unless otherwise agreed to in writing, Contractor shall invoice the City on a regular basis in arrears and the City shall pay each invoice in accordance with Denver's Prompt Payment Ordinance, D.R.M.C. § 20-107, *et seq.*, subject to the Maximum Contract Amount.

F. Invoices. Unless otherwise provided in a Task Order, Contractor shall submit to the City a monthly progress invoice containing reimbursable costs and receipts from the previous month for professional services rendered under this Agreement to be audited and approved by the

City (“**Invoice**”). Each Invoice shall provide the basis for payments to Contractor under this Agreement. In submitting an Invoice, Contractor shall comply with all requirements of this Agreement and:

- i. Include an executive summary and status report(s) that describe the progress of the services and summarize the work performed during the period covered by the Invoice;
- ii. Include a statement of recorded hours that are billed at an hourly rate;
- iii. Include the relevant purchase order (“**PO**”) number related to the Invoice;
- iv. Ensure that amounts shown on the Invoices comply with and clearly reference the relevant services, indicate the hourly rate and multiplier where applicable, and identify the allowable reimbursable expenses;
- v. For only those reimbursable costs incurred in the previous month, submit itemized business expense logs and, where billing is based upon receipts, include copies of receipts for all allowable reimbursable expenses;
- vi. Include the signature of an authorized officer of Contractor, along with such officer’s certification they have examined the Invoice and found it to be correct; and
- vii. Submit each Invoice via email to AccountsPayableContracts@flydenver.com.
- viii. Late Fees. Contractor understands and agrees interest and late fees shall be payable by the City only to the extent authorized and provided for in the City’s Prompt Payment Ordinance.
- ix. Travel Expenses. Travel and any other expenses are not reimbursable unless such expenses are related to and in furtherance of the purposes of Contractor’s engagement, are in accordance with this Agreement, and Contractor receives prior written approval of the EVP or their authorized representative.

G. Timesheets. Contractor shall maintain all timesheets kept or created in relation to the services performed under this Agreement. The City may examine such timesheets and any other related documents upon the City’s request.

H. Disputed Invoices. The City reserves the right to reject and not pay any Invoice or part thereof, including any final Invoice resulting from a Termination of this Agreement or any Task Order, where the EVP or their authorized representative determines the amount invoiced exceeds the amount owed based upon the work satisfactorily performed. The City shall pay any undisputed items contained in an Invoice. Disputes concerning payments under this provision shall be resolved in accordance with procedures set forth in Section 9.

I. Carry Over. If Contractor's total fees for any of the services provided under this Agreement are less than the amount budgeted for, the amount remaining in the budget may be used for additional and related services rendered by Contractor if the CEO determines such fees are reasonable and appropriate and provides written approval of the expenditure.

6. WAGES AND PROMPT PAYMENT:

A. Compliance With Denver Wage Laws. To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

B. City Prompt Pay.

i. The City will make monthly progress payments to Contractor for all services performed under this Agreement based upon Contractor's monthly invoices or shall make payments as otherwise provided in this Agreement. The City's Prompt Payment Ordinance, D.R.M.C. §§ 20-107 to 20-118 applies to invoicing and payment under this Agreement.

ii. Final Payment to Contractor shall not be made until after the Project is accepted, and all certificates of completion, record drawings and reproducible copies are delivered to the City, and the Agreement is otherwise fully performed by Contractor. The City may, at the discretion of the EVP, withhold reasonable amounts from billing and the entirety of the final payment until all such requirements are performed to the satisfaction of the EVP.

7. INSURANCE REQUIREMENTS:

A. Contractor shall obtain and keep in force all of the minimum insurance coverage forms and amounts set forth in **Exhibit C** ("**Insurance Requirements**") during the entire Term of this Agreement, including any extensions of the Agreement or other extended period stipulations stated in **Exhibit C**. All certificates of insurance must be received and accepted by the City before any airport access or work commences.

B. Contractor shall ensure and document that all subcontractors performing services or providing goods hereunder procure and maintain insurance coverage that is appropriate to the primary business risks for their respective scopes of performance. At minimum, such insurance

must conform to all applicable requirements of DEN Rules and Regulations Part 230 and all other applicable laws and regulations.

C. The City in no way warrants or represents the minimum limits contained herein are sufficient to protect Contractor from liabilities arising out of the performance of the terms and conditions of this Agreement by Contractor, its agents, representatives, employees, or subcontractors. Contractor shall assess its own risks and maintain higher limits and/or broader coverage as it deems appropriate and/or prudent. Contractor is not relieved of any liability or other obligations assumed or undertaken pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

D. In no event shall the City be liable for any of the following: (i) business interruption or other consequential damages sustained by Contractor; (ii) damage, theft, or destruction of Contractor's inventory, or property of any kind; or (iii) damage, theft, or destruction of an automobile, whether or not insured.

E. The Parties understand and agree that the City, its elected and appointed officials, employees, agents and volunteers are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations and any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 to 120, or otherwise available to the City, its elected and appointed officials, employees, agents and volunteers.

8. DEFENSE AND INDEMNIFICATION:

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

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

C. Contractor will defend any and all Claims which may be brought or threatened against the City and will pay on behalf of the 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, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred

dollars and no cents (\$200.00) per hour of City Attorney time. Such payments on behalf of the City shall be in addition to any other legal remedies available to the City and shall not be considered the City's exclusive remedy.

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

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

9. DISPUTES:

All disputes arising under or related to this Agreement shall be resolved by administrative hearing under the procedures described in D.R.M.C. § 5-17 and all related rules and procedures. The determination resulting from said administrative hearing shall be final, subject only to the right to appeal the determination under Colorado Rule of Civil Procedure, Rule 106.

10. GENERAL TERMS AND CONDITIONS:

A. Status of Contractor. Parties agree that the status of Contractor shall be an independent contractor retained on a contractual basis to perform professional or technical services for limited periods of time as described in § 9.1.1(E)(x) of the Charter of the City and County of Denver (the "**City Charter**"). It is not intended, nor shall it be construed, that Contractor or its personnel are employees or officers of the City under D.R.M.C. Chapter 18 for any purpose whatsoever.

B. Assignment. Contractor shall not assign, pledge or transfer its duties, obligations, and rights under this Agreement, in whole or in part, without first obtaining the written consent of the CEO. Any attempt by Contractor to assign or transfer its rights hereunder without such prior written consent shall, at the option of the CEO, automatically terminate this Agreement and all rights of Contractor hereunder.

C. Americans with Disabilities Act ("ADA"). Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA (42 USC § 12101, et. seq) and other federal, state, and local accessibility requirements. Contractor shall not discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns may constitute a material breach of this Agreement. If requested by City, Contractor shall engage a qualified disability Contractor to review Contractor's work for compliance with the ADA (and any subsequent amendments to the statute) and all other related federal, state, and local disability requirements, and Contractor shall remedy any noncompliance found by the qualified disability Contractor as soon as practicable.

D. Compliance with all Laws and Regulations. Contractor and its subcontractor(s) shall perform all work under this Agreement in compliance with all existing and future applicable laws, rules, regulations, and codes of the United States, and the State of Colorado and with the City Charter, ordinances, Executive Orders and rules and regulations of the City.

E. Compliance with Patent, Trademark and Copyright Laws.

i. Contractor agrees that all work performed under this Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States, as they may be amended from time to time. Contractor will not utilize any protected patent, trademark or copyright in performance of its work unless it has obtained proper permission, all releases, and other necessary documents. If Contractor prepares any documents which specify any material, equipment, process or procedure which is protected, Contractor shall disclose such patents, trademarks and copyrights in such documents.

ii. Pursuant to Section 8, Contractor shall indemnify and defend the City from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings resulting from, or arising out of, directly or indirectly, the performance of work under this Agreement which infringes upon any patent, trademark or copyright protected by law.

F. Notices.

i. Notices of Termination. Notices concerning termination of this Agreement shall be made as follows:

by Contractor to:

Chief Executive Officer
Denver International Airport
Airport Office Building
8500 Peña Boulevard, 9th Floor
Denver, Colorado 80249-6340

And by the City to:

[« Click here to add multiple address lines »](#)

ii. Delivery of Formal Notices. Formal notices of the termination of this Agreement shall be delivered personally during normal business hours to the appropriate office above or by prepaid U.S. certified mail, return receipt requested ; express mail (FedEx, UPS, or similar service) or package shipping or courier service; or by electronic delivery directed to the person identified above and copied to the Project Manager through the electronic or software system used at the City's direction for Task Order-related and other official communications and document transmittals. Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service and electronically transmitted notices

by pressing “send” or the equivalent on the email or other transmittal method sufficient to irretrievably transmit the document. Either party may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed, delivered or emailed, but such substitutions shall not be effective until actual receipt of written or electronic notification thereof through the method contained in Subsection (E)(ii).

iii. Other Correspondence. Other notices and day-to-day correspondence between the Parties may be done via email directed to the Project Manager or through the electronic or software system used at the City’s direction in writing for Task Order-related communications and transmittals at the City’s direction.

G. Rights and Remedies Not Waived. In no event shall any payment by the City hereunder constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of Contractor. The City making any such payment when any breach or default exists shall not impair or prejudice any right or remedy available to the City with respect to such breach or default. The City’s assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of this Agreement shall not be deemed or taken to be a waiver of any other breach.

H. No Third-Party Beneficiaries. The Parties agree that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the City and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any third party. It is the express intention of the Parties that any person or entity other than the City or Contractor receiving services or benefits under this Agreement shall be deemed an incidental beneficiary and shall not have any interest or rights under this Agreement.

I. Governing Law. This Agreement is made under and shall be governed by the laws of the State of Colorado. Each and every term, provision and condition herein is subject to the provisions of Colorado law, the City Charter, and the ordinances and regulations enacted pursuant thereto, as may be amended from time to time.

J. Bond Ordinances. This Agreement is in all respects subject and subordinate to any and all the City bond ordinances applicable to the Airport System and to any other bond ordinances which amend, supplement, or replace such bond ordinances.

K. Venue. Venue for any action arising hereunder shall be in the City and County of Denver, Colorado.

L. Cooperation with Other Contractors.

i. The City may award other contracts for additional work, and Contractor shall fully cooperate with such other contractors. The City, in its sole discretion, may direct Contractor to coordinate its work under this Agreement with one or more such contractors.

ii. Contractor shall have no claim against the City for additional payment due to delays or other conditions created by the operation of other contractors. The City will decide the respective rights of the various contractors in order to secure the completion of the work.

M. Inurement. The rights and obligations of the Parties herein set forth shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns permitted under this Agreement.

N. Force Majeure. The Parties shall not be liable for any failure to perform any of its obligations hereunder due to or caused by, in whole or in part, fire, strikes, lockouts, unusual delay by common carriers, unavoidable casualties, war, riots, acts of terrorism, acts of civil or military authority, acts of God, judicial action, or any other causes beyond the control of the Parties. The Parties shall have the duty to take reasonable actions to mitigate or prevent further delays or losses resulting from such causes.

O. Coordination and Liaison. Contractor agrees that during the term of this Agreement it shall fully coordinate all services that it has been directed to proceed upon and shall make every reasonable effort to fully coordinate all such services as directed by the EVP or their authorized representative, along with any City agency, or any person or firm under contract with the City doing work which affects Contractor's work.

P. No Authority to Bind City to Contracts. Contractor has no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City must be by the City as required by the City Charter and ordinances.

Q. Information Furnished by the City. The City will furnish to Contractor information concerning matters that may be necessary or useful in connection with the work to be performed by Contractor under this Agreement. The Parties shall make good faith efforts to ensure the accuracy of information provided to the other Party; however, Contractor understands and acknowledges that the information provided by the City to Contractor may contain unintended inaccuracies. Contractor shall be responsible for the verification of the information provided to Contractor.

R. Severability. In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

S. Taxes and Costs. Contractor shall promptly pay, when due, all taxes, bills, debts and obligations it incurs performing work under this Agreement and shall allow no lien, mortgage, judgment or execution to be filed against land, facilities or improvements owned by the City.

T. Environmental Requirements. Contractor, in conducting its activities under this Agreement, shall comply with all existing and future applicable local, state and federal environmental rules, regulations, statutes, laws and orders (collectively "**Environmental**

Requirements”), including but not limited to Environmental Requirements regarding the storage, use and disposal of Hazardous or Special Materials and Wastes, Clean Water Act legislation, Centralized Waste Treatment Regulations, and DEN Rules and Regulations.

i. For purposes of this Agreement the terms “Hazardous Materials” shall refer to those materials, including without limitation asbestos and asbestos-containing materials, polychlorinated biphenyls (PCBs), per – and polyfluoroalkyl substances (PFAS), oil or any other petroleum products, natural gas, source material, pesticide, and any hazardous waste, toxic substance or related material, including any substance defined or treated as a “hazardous substance,” “hazardous waste” or “toxic substance” (or comparable term) in the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sec. 9601 *et seq.* (1990)), the Toxic Substances Control Act (15 U.S.C. Sec. 2601 *et seq.* (1990)), and any rules and regulations promulgated pursuant to such statutes or any other applicable federal or state statute.

ii. Contractor shall acquire all necessary federal, state and local environmental permits and comply with all applicable federal, state and local environmental permit requirements.

iii. Contractor agrees to ensure that its activities under this Agreement are conducted in a manner that minimizes environmental impact through appropriate preventive measures. Contractor agrees to evaluate methods to reduce the generation and disposal of waste materials.

iv. In the case of a release, spill or leak as a result of Contractor’s activities under this Agreement, Contractor shall immediately control and remediate the contaminated media to applicable federal, state and local standards. Contractor shall reimburse the City for any penalties and all costs and expenses, including without limitation attorney’s fees, incurred by the City as a result of the release or disposal by Contractor of any pollutant or hazardous material.

U. Non-Exclusive Rights. This Agreement does not create an exclusive right for Contractor to provide the services described herein at DEN. The City may, at any time, award other agreements to other contractors or Contractors for the same or similar services to those described herein. In the event of a dispute between Contractor and any other party at DEN, including DEN itself, as to the privileges of the parties under their respective agreements, CEO shall determine the privileges of each party and Contractor agrees to be bound by CEO’s decision.

11. RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS:

A. Diversity and Inclusiveness. The City encourages the use of qualified small businesses doing business within the metropolitan area that are owned and controlled by economically or socially disadvantaged individuals. Contractor is encouraged, with respect to the goods or services to be provided under this Agreement, to use a process that includes small businesses when considering and selecting any subcontractors or suppliers.

B. No Discrimination in Employment. In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

C. Advertising and Public Disclosures. Contractor shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the EVP or their authorized representative. Any oral presentation or written materials related to DEN shall include only presentation materials, work product, and technical data which have been accepted by the City, and designs and renderings, if any, which have been accepted by the City. Contractor shall notify the EVP in advance of the date and time of any such presentations. Nothing herein, however, shall preclude Contractor's transmittal of any information to officials of the City, including without limitation, the Mayor, the CEO, any member or members of Denver City Council, and the Auditor.

D. Colorado Open Records Act.

i. Contractor acknowledges that the City is subject to the provisions of the Colorado Open Records Act ("CORA"), C.R.S. §§ 24-72-201 *et seq.*, and Contractor agrees that it will fully cooperate with the City in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which Contractor asserts is confidential or otherwise exempt from disclosure. Any other provision of this Agreement notwithstanding, all materials, records, and information provided by Contractor to the City shall be considered confidential by the City only to the extent provided in CORA, and Contractor agrees that any disclosure of information by the City consistent with the provisions of CORA shall result in no liability of the City.

ii. In the event of a request to the City for disclosure of such information, time and circumstances permitting, the City will make a good faith effort to advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any material Contractor may consider confidential, proprietary, or otherwise exempt from disclosure. In the event Contractor objects to disclosure, the City, in its sole and absolute discretion, may file an application to the Denver District Court for a determination of whether disclosure is required or exempted. In the event a lawsuit to compel disclosure is filed, the City may tender all such material to the court for judicial determination of the issue of disclosure. In both situations, Contractor agrees it will either waive any claim of privilege or confidentiality or intervene in such legal process to protect materials Contractor does not wish disclosed. Contractor agrees to defend, indemnify, and hold harmless the City, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of Contractor's objection to disclosure, including prompt reimbursement to the City of all reasonable attorney's fees, costs, and damages the City may incur directly or may be ordered to pay by such court, including but not limited to

time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time.

E. Examination of Records and Audits.

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

ii. Additionally, Contractor agrees until the expiration of three (3) years after the final payment under the Agreement, any duly authorized representative of the City, including the CEO, shall have the right to examine any pertinent books, documents, papers and records of Contractor related to Contractor's performance of this Agreement, including communications or correspondence related to Contractor's performance, without regard to whether the work was paid for in whole or in part with federal funds or was otherwise related to a federal grant program.

iii. In the event the City receives federal funds to be used toward the services performed under this Agreement, the Federal Aviation Administration ("FAA"), the Comptroller General of the United States and any other duly authorized representatives shall have access to any books, documents, papers and records of Contractor which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. Contractor further agrees that such records will contain information concerning the hours and specific services performed along with the applicable federal project number.

F. Use, Possession or Sale of Alcohol or Drugs. Contractor shall cooperate and comply with the provisions of Denver Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring Contractor from City facilities or participating in City operations.

G. City Smoking Policy. Contractor and its officers, agents and employees shall cooperate and comply with the provisions of Denver Executive Order No. 99 and the Colorado Indoor Clean Air Act, prohibiting smoking in all City buildings and facilities.

H. Conflict of Interest.

i. Contractor and its subsidiaries, affiliates, subcontractors, principals, or employees shall not engage in any transaction, work, activity or conduct which would result in a conflict of interest. A conflict of interest occurs when, for example, because of the relationship between two individuals, organizations or one organization (including its subsidiaries or related organizations) performing or proposing for multiple scopes of work for the City, there is or could be in the future a lack of impartiality, impaired objectivity, an unfair advantage over one or more firms competing for the work, or a financial or other interest in other scopes of work.

ii. Contractor represents that, in its Response or Proposal, as applicable, it disclosed any and all current or potential conflicts of interest of which it is aware, including transactions, work, activities, or conduct that might affect the judgment, actions, or work of Contractor or which might give Contractor an unfair advantage in this or a future procurement. If the Parties identified a conflict of interest and agreed to a plan to mitigate such conflict, Contractor agrees it will comply with that mitigation plan.

iii. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement if such a conflict exists, after it has given Contractor written notice which describes such conflict. If, during the course of the Agreement, the City determines that a potential conflict of interest exists or may exist, Contractor shall have thirty (30) days after the notice is received in which to eliminate or cure the conflict of interest in a manner which is acceptable to the City.

iv. Contractor has a continuing duty to disclose, in writing, any actual or potential conflicts of interest including work Contractor is performing or anticipates performing for other entities on the same or interrelated project or tasks. Contractor must disclose, in writing, any corporate transactions involving other companies that Contractor knows or should know also are performing or anticipate performing work at DEN on the same or interrelated projects or tasks. In the event that Contractor fails to disclose in writing actual or potential conflicts, the CEO in their sole discretion, may terminate the Task Order, if applicable, or City may terminate the Agreement for cause or for its convenience.

12. SENSITIVE SECURITY INFORMATION:

Contractor acknowledges that, in the course of performing its work under this Agreement, Contractor may be given access to Sensitive Security Information (“SSI”), as material is described in the Code of Federal Regulations, 49 C.F.R. Part 1520. Contractor specifically agrees to comply with all requirements of the applicable federal regulations, including but not limited to, 49 C.F.R. Parts 15 and 1520. Contractor understands any questions it may have regarding its obligations with respect to SSI must be referred to DEN’s Security Office.

13. DEN SECURITY:

A. Contractor, its officers, authorized officials, employees, agents, subcontractors, and those under its control, shall comply with safety, operational, or security measures required of Contractor or the City by the FAA or TSA. If Contractor, its officers, authorized officials, employees, agents, subcontractors or those under its control, fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against the City, then, in addition to any other remedies available to the City, Contractor shall fully reimburse the City any fines or penalties levied against the City, and any attorney fees or related costs paid by the City as a result of any such violation. Contractor must pay this amount within fifteen (15) days from the date of the invoice or written notice. Any fines and fees assessed by the FAA or TSA against the City due to the actions of Contractor and/or its agents will be deducted directly from the invoice for that billing period.

B. Contractor is responsible for compliance with Airport Security regulations and 49 C.F.R. Parts 1542 (Airport Security) and 14 C.F.R. Parts 139 (Airport Certification and Operations). Any and all violations pertaining to Parts 1542 and 139 resulting in a fine will be passed on to and borne by Contractor. The fee/fine will be deducted from the invoice at time of billing.

14. FEDERAL RIGHTS:

This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes and the expenditure of federal funds for the extension, expansion or development of the Airport System. As applicable, Contractor shall comply with the Standard Federal Assurances identified in Appendix.

15. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:

A. Attachments. This Agreement consists of Section 1 through 16 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

Appendix: Standard Federal Assurances

Exhibit A: Scope of Work

Exhibit B: Rates

Exhibit C: Insurance Requirements

Exhibit D: Utilization Plan

B. Order of Precedence. In the event of an irreconcilable conflict between a provision of Section 1 through 16 and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

Appendix
Section 1 through 16 hereof
Exhibit A
Exhibit B
Exhibit C
Exhibit D

16. CITY EXECUTION OF AGREEMENT:

A. City Execution. This Agreement is expressly subject to, and shall become effective upon, the execution of all signatories of the City and, if required, the approval of Denver City Council. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same.

B. Electronic Signatures and Electronic Records. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City and/or Contractor 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.

[SIGNATURE PAGES FOLLOW]

X. ATTACHMENT 5, DEN CONFLICT QUESTION SUBMISSION FORM

DEN CONFLICT QUESTION SUBMISSION FORM

The DEN Conflict Question Submission Form which applies to this RFP is contained in the pages immediately following this page.

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

DEN Conflict Question Submission Form

This form and associated process allows for the submission and resolution of a prospective vendor's difficult or unusual concerns related to conflicts of interest involving an individual person, a contractor/consulting company, or a procurement. A City or DEN employee may use this form to submit a question raised by a contractor/consultant or other third party. A contractor/consultant or other third party may complete Sections I through V of this form, in which case a City employee must verify and supplement, if necessary, Sections IV and V of this form.

Submitters should not disclose privileged internal communications or, regarding submissions by City or DEN employees, information concerning the deliberative process that led to the issue or submission. Please be aware that non-privileged public records (including non-privileged internal e-mails) may be subject to the Colorado Open Records Act.

I. Contact Information for Person Submitting this Form

Name, employer and title of employee

Submission Date

E-mail address

Telephone Number

II. Requesting Consultant / Contractor Information

Is this potential conflict concern raised by a City or DEN employee or an outside entity (regardless of who submitted it)? For example, a contractor or consultant working for, or interested in working for, DEN.

Yes - outside entity

No - internal

III. Conflict Question

Briefly and clearly explain the specific conflict concern. If the question concerns a potential conflict between past, current or anticipated work please identify all relevant contracts, work/task orders or procurement processes with contract or procurement numbers if possible. Include details such as the scope of work in the existing contract and the anticipated scope of work, or other information to explain the potential conflict and any mitigation efforts taken. Please specify whether the non-DEN parties are/were a prime contractor or subcontractor on each relevant contract. If the issue relates to a person or entity whose roles or involvement might conflict on one project, please describe the potentially conflicting scopes. Include all relevant facts whether they weigh for and against there being a conflict. If necessary, attach relevant pages of agreements, RFPs and other documents. Please avoid attaching lengthy documents.

Describe the potential conflict question or concern.

Provide any additional information you believe would assist in considering the situation, including similar situations or special circumstances.

IV. DEN Stakeholders

Which DEN division or divisions are identified in the relevant contract/s? Typically, this is specified in the initial paragraphs or in a section called something like: "Line of Authority"

Has this or a related question been submitted previously or addressed informally? If so, please describe the circumstances and people involved.

Identify any City or DEN Attorneys working on relevant related contracts or who was consulted on this issue.

List any other City or DEN employees that have relevant information. If the question concerns an active procurement process, include the contract administrator.

V. Timeline Constraints

Is there a procurement or other activity impacted by this decision? If so, what is the date of that, such as the date work must start, or an RFP will be issued?

If yes, briefly describe the timing issue and any specific dates and potential impacts.

VI. DEN Decision

Does past, current or anticipated work by the outside party give them an unfair advantage or create an unacceptable impression that they have an unfair advantage?

Not applicable

Yes - a conflict exists

No - based on information provided no conflict anticipated

DEN cannot make a determination at this time

Would allowing the outside party to serve in multiple roles on the same or related projects result in an unacceptable actual or perceived conflict?

Not applicable

Yes - a conflict exists

No - based on information provided no conflict anticipated

DEN cannot make a determination at this time

Does the outside party's past, current or future work for other entities create an unacceptable conflict of interest?

Not applicable

Yes - a conflict exists

No - based on information provided no conflict anticipated

DEN cannot make a determination at this time

Would the proposed participation of the outside party otherwise jeopardize an open, fair competitive process?

Not applicable

Yes - a conflict exists

No - based on information provided no conflict anticipated

DEN cannot to make a determination at this time

VII. Comments / Conditions