

APPENDIX A

[Reserved]



**Office of Economic
Development** Division of
Small Business
Opportunity 201 W. Colfax
Ave, Dept. 907
Denver, CO 80202
p: 720.913.1999
f: 720.913.1809
www.denvergov.org/dsbo

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

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

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

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

Business Email Address: _____

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

- Agency Name:
- | | | |
|---|--|--|
| <input type="checkbox"/> Arts and Venue | <input type="checkbox"/> Purchasing Division | <input type="checkbox"/> Sheriff Department |
| <input type="checkbox"/> Auditor Office | <input type="checkbox"/> Human Services | <input type="checkbox"/> Technology Services |

- Community Planning
- Denver International Airport
- Environmental Health
- Fire Department
- Economic Development
- Other
- Parks and Recreation
- Police Department
- Public Works

Project Name: _____ BID /

RFP No.: _____

Name of Contractor/Consultant: _____

What industry is your business? _____

Address: _____

Business Phone No.: _____

Business Facsimile No.: _____

1. How many employees does your company employ?

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

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

Full-time _____ Part-Time _____

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

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

If **Yes**, does it address:

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

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

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

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

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

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

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

- Monthly Annually
 Quarterly Not Applicable Other _____

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

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

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

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

8.1 If **Yes**, how often does it meet?

- Monthly Annually No Committee
 Quarterly Other _____

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

9. Do you have a budget for diversity and inclusiveness efforts? Yes No
10. Does your company integrate diversity and inclusion competencies into executive/manager performance evaluation plans? Yes No
11. Would you like information detailing how to implement a Diversity and Inclusiveness program? Yes No

If yes, please email XO101@denvergov.org.

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

Signature of Person Completing Form

Date

Printed Name of Person Completing Form

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
INSURED	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A :		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-JECT <input type="checkbox"/> LOC					PRODUCTS-COMP/OP ASG \$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
						\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / <input type="checkbox"/> N	N/A			E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

SPECIMEN

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

Contract No. _____

The City and County of Denver, its elected and appointed officials, employees and volunteers are deemed an additional insured with regards to the commercial general liability policy and the business auto liability policy.

<p>CERTIFICATE HOLDER</p> <p>City and County of Denver Department of _____ [Address] _____, Dept. _____ Denver, CO 802xx</p>	<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
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**City and County of Denver
Contractor
Certificate of Insurance**

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

Note the additional insured special instructions below.

ACORD, CERTIFICATE OF LIABILITY INSURANCE Clear Save DATE 08/07/2011 TIME 10:54:00 AM

PROVIDER
Contractor's Insurance Broker Name
Insurance Broker's Address
Insurance Broker's Phone Number

INSURED
Contractor's Legal Name
Contractor's Address

COVERAGES

TYPE OF COVERAGE	POLICY NUMBER	POLICY START DATE	POLICY END DATE	COVERAGE	LIMITS
<input checked="" type="checkbox"/> GENERAL LIABILITY CLAIMSMADE <input type="checkbox"/> OCCUR	General Liability Policy Number	Policy Start Date	Policy End Date	COMMERCE PRODUCTS OPERATING	\$ 1,000,000
<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY NON-FINANCIAL	Auto Liability Policy Number	Policy Start Date	Policy End Date	COMMERCE BUSINESS	\$ 1,000,000
<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS LIABILITY	Workers' Comp Number	Policy Start Date	Policy End Date	ACCIDENT SICKNESS	\$ 100,000
<input type="checkbox"/> PROFESSIONAL LIABILITY (if insured in the Contract)				ACCIDENT AND APPROPRIATE LIMITS	

DESCRIPTION OF OPEN ITEMS, LOCATIONS, VENDOR, EXCLUSIONS, ACCESS BY ENDORSEMENT, SPECIAL CONDITIONS
The City and County of Denver, its elected and appointed officials, employees and volunteers are named as additional insured with regards to the commercial general liability policy and the business auto liability policy.

CERTIFICATE HOLDER
City and County of Denver
Department of Public Works
201 West Colfax, Dept. 611
Denver, Colorado 80202

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF THE ISSUING INSURER SHALL BE OBLIGATED TO MAIL _____ DATE WRITING NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL NOT WAIVE OR EXCLUDE THE LIABILITY OF ANY AND UNDER THE INSURANCE TO ANY PARTY OR REPRESENTATIVE. 10 days for non payment of premium.

ACORD 25 (08/01/08) © ACORD CORPORATION 1988

Contractor's Legal Name

Types of insurance required in contract

If other insurance (Builders' Risk, Professional Liability, for example) is required, please list it here

Only project/contract info and additional insured in this box*

Verify correct address & contact information

Policy limits must be same or greater than required in the contract

Policy start date must be prior to effective date of the contract

*The 'description' box must only contain project/contract detail such as the contract name and number and "The City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured" with regards to the appropriate policies ONLY.

QUALIFYING LANGUAGE SUCH AS "SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY" CAN NOT BE ADDED.

DO NOT ATTACH ADDITIONAL INSURED ENDORSEMENTS

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



GOALS PROJECT INFORMATION FORM

Division of Small Business Opportunity
 goals@flydenver.com | 303-342-2187
 goals@denvergov.org | 720-913-1714

General Information

Contact Person: _____ Date: _____
 Phone: _____ Department: _____
 Email: _____ Division: _____
 Project #: _____ Project Name: _____

Funding Source Insert Value): _____ **Total Estimated Project Budget:** _____
 City CIP Funded: _____ Estimated Start Date: _____
 Bond Funded: _____ Estimated Completion Date: _____
 Mill Levy Funded: _____
 Other: _____ Estimated Solicitation Date: _____

Federal Funded Sources: _____ **Federal Fund Source:** _____
 Complete Source and Dollar Amount e.g., FFA funds, Amount: _____
 other federal funds)

Pre-Qualification Required: Yes: If yes, what is the aggregate limit: _____
 No:

Project Information

Recommended Goals Committee: Construction: Heavy Highway:
 Professional Services: Goods & Services:

Briefly describe or summarize this project in 2-3 sentences). Please note that a complete statement of work must be attached for further review.

Specialized Licenses or Training: Briefly describe any required professional licenses, certificates, industry, trade memberships, etc.

Historical Data / Reference

If known, please provide the previously assigned DSBO Goal from a previous contract with similar level of work and scope. Previous Goal %: _____

- If DSBO Goal is not known, list current / existing contractors performing similar scope of work:
1. _____
 2. _____
 3. _____

Project Scope of Work

List the Estimated Dollar Amount for Each Job Function

Tasks / Trades / Function Labor To Be Performed)	NAICS (Optional)	% of Total Project	Dollar Amount

--	--	--	--

Goals Project Information Form (10/09/18)

Equipment e.g., authorized dealer)			
Estimated Fees / Licenses			
Other			
TOTAL:		0.00%	\$0

Department / Division Recommended Goal: _____
Please attach your analysis or support for this specific goal recommendation.

For Internal Use Only:	
_____ Scope of Work Attached	_____ Detailed Budget Attached (Engineer's Estimate)
_____ Initial Date Reviewed	_____ Date Analysis Completed
_____ Date Returned to Contact Person / Division	
_____ Other Comments (see below):	

Important Information for the Goals Project Information Form

Please Note:

- E-mail completed form and attachments to the following email accounts:
goals@flydenver.com and **goals@denvergov.org**
- Each completed Goals Project Information Form and required attachments are due to the DSBO goals email boxes **ten 10 business days prior** to the scheduled goals committee meeting. Forms received after this time will be assigned to the next appropriate goals committee meeting.
- Project presenters should plan on presenting their project overview via conference call. Agenda and pertinent information will be emailed to each presenter by DSBO staff.

Directions to Complete the Goals Project Information Form

General Information Section:

- ▶ Complete this section with basic project information, so that DSBO may know who to contact regarding specific project.
- ▶ Insert funding source, project budget, estimated period of performance, and when solicitation will be announced. In addition, attach a copy of the engineer's budget estimate. This information will remain internal to DSBO and will not be publically distributed.
- ▶ Insert funding source and pre-qualification requirements, if known.

Project Information Section:

- ▶ Select or check the applicable Goals Committee.
- ▶ Summarize the work effort that describes the primary purpose / objectives for this project.
- ▶ List or discribe any specialized training, certifications, professional licenses, etc.

Historical Data / Reference Section:

- ▶ Provide any historical data regarding the subject project, if known.
- ▶ If you know of any current or past contracts that have been awarded, please list the contract number and contractor name.

Project Scope of Work Section:

- ▶ For each category listed, provide the specific line item (function, category, task, etc.) and complete NAICS, % Total, and Dollar Amount per line item.
- ▶ List a recommended goal for this project and supporting analysis.
- ▶ NAICS stands for North American Industry Classification System. NAICS is an industry classification system that groups establishments into industries based on the similarity of their production processes. It is a comprehensive system covering all economic activities.

[NAICS website - for more information.](#)

- ▶ See Example tab for more information on Project Scope of Work section.

Example:

Provide a detailed statement of work / scope of work (SOW) which will assist DSBO for determining a goal.

NOTE: Each specific trade or work effort must be described individually, not combined. For example, “design and engineering”. Break out each function or task.

Scope of Work section should include:

Tasks to be performed by the contractor / subcontractor and estimated dollar amount.

a. Mandatory / desirable project specifications / requirements by specific trades, industry, e.g., specific types of engineering fields, specific type of concrete work, specific type of electrical work, specific type of study, survey, or report. If known, not required, list the North American Industry Classification System (NAICS) code associated with the type of work / trade group that is required.

b. Products / services to be delivered, hauled, transported.

c. Specialized certification / training requirements from the contractor or subcontractor.

d. List any tasks that should be excluded from goal consideration, as “excluded tasks”, e.g., licensing fees, trade fees, certification fees, taxes, association fees / dues, etc.

Project Scope of Work

List the Estimated Dollar Amount for Each Job Function

Tasks / Trades / Function (Labor To Be Performed)	NAICS (Optional)	% of Total Project	Dollar Amount
Architectural	541310	25.00%	\$50,000
Civil Engineering	541330	9.00%	\$18,000
Structural Engineering	541330	6.00%	\$12,000
Mechanical Engineering	541330	11.00%	\$22,000
Electrical Engineering	541330	10.00%	\$20,000
ADA Consultant	541690	2.00%	\$4,000
LEED Consultant	541690	2.00%	\$4,000
Interior Design	541410	10.00%	\$20,000
Landscape Design	541320	5.00%	\$10,000
Equipment (e.g., authorized dealer)			
Crane		3.00%	\$6,000
Trash Dumpster		5.00%	\$10,000
Estimated Fees / Licenses			
Taxes, Bond, Insurance, Permits, Inspection, Staffing, Commissioning, etc.		12.00%	\$24,000
Other			
TOTAL:		100.00%	\$200,000

PERSONNEL SERVICES CONTRACT
CLASSIFICATION APPROVAL FORM
Temporary Professional/Technical Services Contract

APPENDIX E.

Agency _____ Dept. ID _____

Proposed Contract Start Date: _____ Proposed Contract End Date: _____

Contractor's Name (Last, First Middle) _____

Contractor's Address (Street, Apt #, City, State, Zip Code) _____

Description of Duties to be performed:

Education Required: _____

Experience Required: _____

Comparable Career Service Classification Title: _____

Proposed Pay Grade/Occupational Group _____ Proposed Quartile _____

Proposed Annual Pay \$ _____ Cost of Benefits Annual Pay X 17 % _____

Total Annual Compensation Calculation:

Equivalent Hourly Rate Proposed annual compensation divided by 2080): _____

Additional Information:

For Classification Team Use Only:

Classification Team Recommendation Classification/Pay Grade/Quartile): _____

Classification Review by: _____ Date: _____

Copy to CS Admin Copy to Agency

Copy attached to form 44

VERIFICATION AFFIDAVIT

I, _____, The Employee herein, swear or affirm under penalty of perjury under the laws of the State of Colorado the following:

1. I am over eighteen years of age and am competent to make this Verification Affidavit (the "Affidavit").

2. I swear or affirm that (check one):

_____ I am a United States citizen, or

_____ I am a legal permanent resident of the United States, or

_____ I am lawfully present in the United States pursuant to Federal Law.

3. I understand that the sworn statement set out in this Affidavit is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statutes §18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

Signature

Date

Independent Contractor Status Checklist

Please answer yes or no to each of the questions below whenever you seek to contract with an individual person, sole proprietorship, or a single member limited liability company. Use the space at the bottom of the second page or attach a separate sheet to provide any additional information you wish. Provide this completed form with your contract request.

The questions below will help the City accurately classify the worker as an independent contractor. Such analysis involves consideration of behavioral and financial control over the worker as well as the general relationship with the City.

	yes	no
Is the contractor/consultant free to work where he/she chooses?	<input type="checkbox"/>	<input type="checkbox"/>
Is the contractor/consultant free to choose his/her hours of work?	<input type="checkbox"/>	<input type="checkbox"/>
Is the contractor/consultant free to use his/her own equipment?	<input type="checkbox"/>	<input type="checkbox"/>
Does the contractor/consultant have a significant investment in this equipment?	<input type="checkbox"/>	<input type="checkbox"/>
Is the contractor/consultant free to hire others for help?	<input type="checkbox"/>	<input type="checkbox"/>
Is the contractor/consultant free to decide what work is to be performed by others he/she has hired?	<input type="checkbox"/>	<input type="checkbox"/>
Is the contractor/consultant free to purchase supplies and services?	<input type="checkbox"/>	<input type="checkbox"/>
Is the contractor/consultant free to determine the order or sequence in which to complete the work?	<input type="checkbox"/>	<input type="checkbox"/>
Is the contractor/consultant to receive only minimal training?	<input type="checkbox"/>	<input type="checkbox"/>
Can the contractor's/consultant's work be terminated only for violating the terms of the contract	<input type="checkbox"/>	<input type="checkbox"/>

	yes	no
or failing to produce a result that meets the specifications of the contract?		
Will the contractor/consultant have unreimbursed business expenses?	<input type="checkbox"/>	<input type="checkbox"/>
Will the contractor/consultant have fixed ongoing costs that are incurred regardless of whether work is currently being performed?	<input type="checkbox"/>	<input type="checkbox"/>
Is the contractor/consultant allowed to seek out other business opportunities, aside from the time specified in the contract and agreed to by the contractor/consultant?	<input type="checkbox"/>	<input type="checkbox"/>
Is the contractor/consultant paid a regular wage or a fixed contract amount instead of an hourly, weekly, or other time period?	<input type="checkbox"/>	<input type="checkbox"/>
Is the contractor/consultant able to make either a profit or loss in performing his/her services?	<input type="checkbox"/>	<input type="checkbox"/>
Will you pay the contractor/consultant through checks payable to the trade or business name of the contractor/consultant?	<input type="checkbox"/>	<input type="checkbox"/>
Is your contract with the contractor/consultant for one year only?	<input type="checkbox"/>	<input type="checkbox"/>
Is the contractor/consultant providing services different from the key aspect of your regular business? (answer NO if contractor/consultant is replacing an employee who is or will be on FMLA or some other type of leave)	<input type="checkbox"/>	<input type="checkbox"/>

Jaggaer Contracting Automation Guide

User Guide

Version 1.3

Last Updated:
May 13, 2019

INTRODUCTION



Welcome to Jaggaer!

How to use this User Guide:

This user guide shows the step-by-step process of how to work through an Expenditure contract but will apply to all contract types except Booking Agreement, DIA Construction, Public Works Construction, RFx, Task Order, Work Order and Change Order, Contract Request. These exception contracts will have their own instructions. Please see the Table of Contents to locate these instructions.

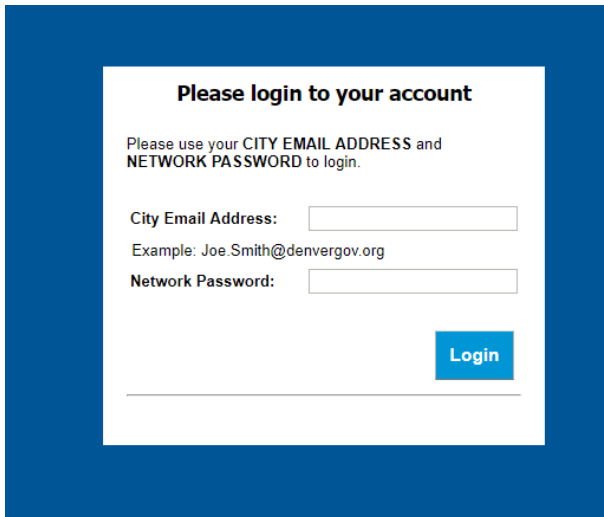
Expenditure Contracts will begin in Workday and drop into Jaggaer. All other contract types (State Paid, General Agreements, Revenue Agreements and RFx) will start in Jaggaer. This user guide will start with the instruction for starting a contract in Jaggaer then continue with how an expenditure contracts starts from Workday and proceed with the standard expenditure workflow, which works the same way as most of the workflows other than those exceptions listed above.

I. Accessing Jaggaer Production Environment

1. Copy and paste the Jaggaer login URL into your browser:

<https://solutions.sciquest.com/org/denver>

2. Enter your email address as your user name and your regular password. The system is utilizing single sign-on.
3. Click **SIGN IN** button to open the Jaggaer homepage



Please login to your account

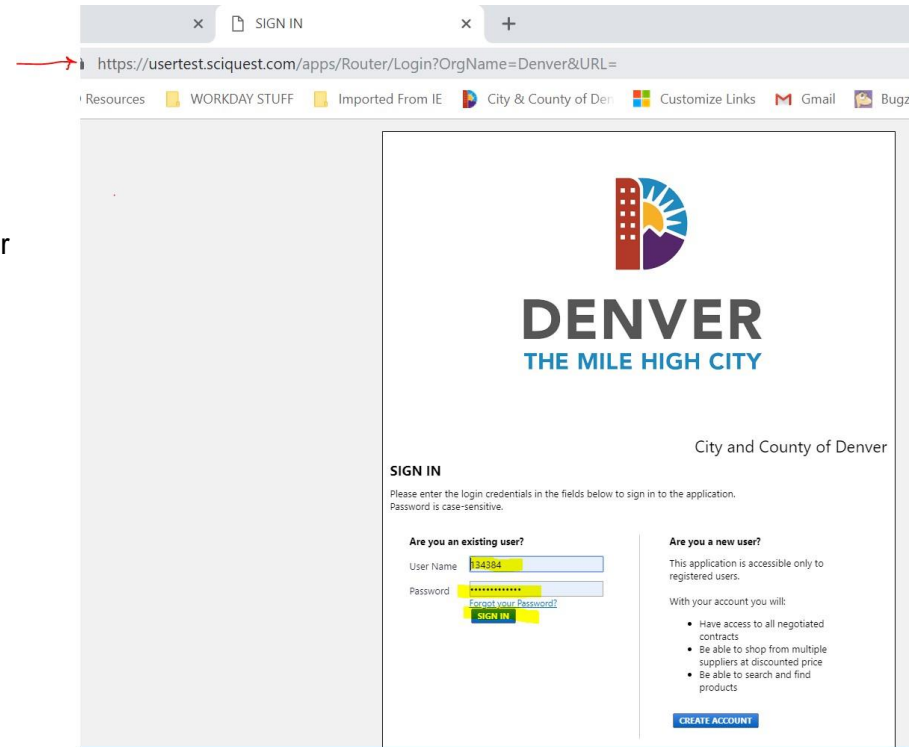
Please use your **CITY EMAIL ADDRESS** and **NETWORK PASSWORD** to login.

City Email Address:

Example: Joe.Smith@denvergov.org

Network Password:

[Login](#)



https://usertest.sciquest.com/apps/Router/Login?OrgName=Denver&URL=

Resources WORKDAY STUFF Imported From IE City & County of Denver Customize Links Gmail Bugz

DENVER
THE MILE HIGH CITY

City and County of Denver

SIGN IN

Please enter the login credentials in the fields below to sign in to the application.
Password is case-sensitive.

Are you an existing user?

User Name:

Password:

[Forgot your Password?](#)

[SIGN IN](#)

Are you a new user?


This application is accessible only to registered users.

With your account you will:

- Have access to all negotiated contracts
- Be able to shop from multiple suppliers at discounted price
- Be able to search and find products

[CREATE ACCOUNT](#)

II. Main Home page



Shopping Home > Home Dashboard

JAGGAER revised its [Service Privacy Policy](#) effective May 25, 2018. By closing this banner, you acknowledge that when you use our Solution, we process your personal information as described in our Service Privacy Policy.

Home Dashboard

Organization Message

Welcome to the City and County of Denver

Contract Search

Search

[Search Contract Parties](#) | [Advanced Search](#)

Action Items

There are no Action Items to display.

Online Searchable Help

Search By Keyword

[Browse the Table of Contents](#)

Contract Party Search

Search

[Advanced search](#)

Quick Links

- [Create New Contract...](#)
- [Contracts Home](#)

Printed Handbooks

- [Basics Handbook](#)
- [Contract Lifecycle Management Handb...](#)
- [Shopping Handbook](#)

JAGGAER CONTRACT PROCESS

EXPENDITURES

Will continue to start in Workday. This will then drop into Jaggaer in to the Contracts from Workday dashlet.

NON-EXPENDITURES [contracts that do not go through Workday]

Option 1 – Project Managers/Requestors will prepare a Contract Request Form in Jaggaer with as much information as they can to help the contract administrator create the contract. (Optional)

Option 2 -Contract Administrator can go straight to creating the contract.

CONTRACT WORK REQUEST [PREPARED BY PROJECT MANAGER/REQUESTOR]

1. Fill in all information known
2. Add any documents needed (SOW, etc)

CONTRACT CREATION (CONTRACT ADMINISTRATOR)

Contract Administrator Steps

1. Fill in the contract creation wizard [if non-Workday contract]

Contract Name – a short identifiable description, include the vendor name
Agency

Choose the appropriate signature template based on how the City is going to sign
(electronic or paper)

2. Fill in all the appropriate and required information in the following pages:

Header

	EXPENDITURE (drops in from Workday)	NON-EXPENDITURE (create within Jaggaer)
Contract Number	System generated	System generated

Contract Name	Change Requisition # to a short identifiable description-include the Vendor Name	Drops in from creation wizard
Contract Type	Will drop in with Expenditure. It is required that this be changed to a sub-type	Drops in from creation wizard
Agency	Auto-populated from sign on	Auto-populated from sign-on
Parent Contract	Can use if task order/rfx	Can use if task order/rfx
Use eSignature for this Contract	Yes=City signs electronically No=City will sign wet signatures	Yes=City signs electronically No=City will sign wet signatures
Contract Summary	Long description-same as description in Alfresco-information that will help attorney draft contract	Long description-same as description in Alfresco-information that will help attorney draft contract
Contract Party	Will drop in from Workday, change/add if not correct legal name on file with Secretary of State -Add contact -Add an address that should appear on the first page of the contract	Choose/Add correct legal name on file with Secretary of State -Add contact -Add an address that should appear on the first page of the contract
Time Zone	Auto-populated	Auto-populated
Start Date	Beginning term of contract-For amendments it is always the start term of the original contract	Beginning term of contract-For amendments it is always the start term of the original contract
End Date	End term of Contract-For amendments will change if extending the term of the original contract	End term of Contract-For amendments will change if extending the term of the original contract
Update Start Date Upon Execution	Do not use. It will change your start term to the date the contract is completely signed.	Do not use. It will change your start term to the date the contract is completely signed.
Reviews	Reminders for contract administrator only	Reminders for contact administrator only

Proposed Contract Terms:

Use if term is non-numeric, i.e., Upon execution for three years, Notice to Proceed to Completion, etc.

General Information

Requestor	Name of person who requested the contract. If known, change employee id number to name of employee
Project Manager	Name of project manager
Vendor Notices Address	Where notices should be send to Vendor, can be different from address on the first page of the contract.
Council District	Choose district that this contract will effect
Prevailing Wage	Click yes if this needs a prevailing wage review
Technology Contract	Click yes if this needs a technology review
Vendor Selection	Click yes if contract went through a competitive process and fill in Competitive Process Notes with explanation of the process. Click no if the contract did not go through competitive process and fill in Sole Source Justification with reason why it did not. Answer Disclosure Statement questions.
Clerk File Number	If original contract – copy and paste the contract number including the agency designation If an amendment where the original contract was completed in Alfresco-type in the Alfresco number including the agency designation
City Project Name City Project Number Agency Project Number Program Name	Enter as utilized by agency
Special Records Retention	Click yes – if different than standard 10 years and enter in a date of destruction review date Click no – if standard retention is 10 years

Legacy Contract Control Number	If an amendment where the original contract completed in Alfresco. Enter the Alfresco number-no dashes, no amendment number, no agency designation 201812345 This is what will tie the amendment back to the original contract in Alfresco.
This Amendment Number	Enter in 00 if an original contract Enter 01, 02, etc for the appropriate amendment number This number will be entered onto the signature templates. Use a two digit number,
Small Business Goals	Click yes if DSBO review is required. Fill in boxes if information known.
DSBO Manual Review Round Performed	Reminder for additional review after bid process completed

Financial Information
Approval Information

3. Add any attachments such as SOW, COI, etc.
4. Add any Obligations, if desired.
5. Add any comments, if desired.
6. Adjust any notifications, if desired.
7. Once these pages have been filled in go to Ready for Attorney Review

Click No the first time through

8. Click on Review Rounds. After a round is started it will leave the contract administrator. The contract administrator is to do nothing more until they are notified that the round is complete. They will then move onto Round 2. See user guide for detailed instruction.
 - a. If you need any additional agency review rounds before it leaves the agency, add **“Manual Rounds”**.
 - b. When ready or when manual review rounds are done, click **“Start Automated Review Rounds”**

INITIAL REVIEWS (Review Round 1) (AGENCY REVIEWER AND OTHERS AS LISTED)

1. Once Automated Review Rounds are started it'll go step by step to each reviewer as required by the contract or options chosen in the Header Information. Each reviewer will review the appropriate information, click done with review where they will be able to enter their notes like a task note [can also add to comments]
 - a. Risk
 - b. BMO
 - c. Prevailing Wage
 - d. Technology Services
 - e. DSBO
2. Any others required will need to be set up as a manual review either at the beginning or the end of the review rounds.

ATTORNEY REVIEWS (Review Round 2) (CITY ATTORNEY PERSONNEL)

3. Go to Ready for Review, check out and click Yes for attorney review and redline. After a round is started it will leave the contract administrator. The contract administrator is to do nothing more until they are notified that the round is complete. They will then send out the contract to the 2nd Party for signature. See user guide for detailed instruction.
1. CAO Review – Review all fields for correctness, make sure amendment number is correct, check SOS for correct legal name, state who did the previous contract if it is an amendment. Click done with review and add notes, or use comments.
 2. Attorney Supervisor Review – Review and determine attorney assignment. Click on CAO Assignment and choose the assigned attorney and their assigned legal secretary. Click on done with review and add the name of the assigned attorney.
 3. Attorney Review – Review information, draft contract and order appropriately. Click done and add notes, or use comments.
 - a. Can send to Paralegal or legal secretary for drafting by completing review, adding a note and creating a manual review sending it to paralegal or secretary.
 - b. Paralegal or Legal Secretary will draft, attach and complete review, add notes and click manual review to send it back to attorney.

[Once draft sf complete and built it can view fully compiled]

CONTRACT ADMINISTRATOR TO SEND TO VENDOR FOR REVIEW OF DRAFT – REQUIRED

1. Go to Review Rounds and start and External Round, add reviewer and Begin Round.
2. Go to Review Rounds and start and External Round, add reviewer and Begin Round.
3. Choose appropriate documents and revise email template accordingly.
4. Click Send.
5. Upon receipt from Vendor, if changes are required, complete out the external review round and begin a Manual Round to the attorney.
6. If Vendor is satisfied with contract send out for signature.

CONTRACT ADMINISTRATOR TO SEND TO VENDOR (via DocuSign)

1. Click YES on the "Obtain Supplier Signature via Electronic Signature (DocuSign) Prior to CCD Approvals" question.
2. Click on set up e-signature vendor.
3. Add name and email for contact that the contract will go to in DocuSign
4. Click Submit for Approval
5. Click Launch E-signature

[This will now go to DocuSign for the signature]

6. Apply appropriate signature tags for the vendor to sign.
7. Click Send
8. Vendor will receive via email and sign. [continue, start, ok to sign, fill in title, finish]
9. DocuSign will send the signed contract to Jaggaer.
10. Attach (upload) the signed contract, set as main document and turn off all other documents so this signed one is the only one considered for printing.

CONTRACT ADMINISTRATOR TO SEND TO VENDOR (Wet/Manual Signature)

1. On the Contract Administrator Approval page be sure to click NO on the "Obtain Supplier Signature via Electronic Signature (DocuSign) Prior to CCD Approvals" question.
2. After the Attorney Approval in the Review Round 2, the Contract Administrator will print out the contract and send it to the vendor for signature or send via an external round as detailed above in vendor draft review. Be sure to click only "send full pdf"
3. Upon receipt of Vendor Signature, attach the signed contract, set as main document and turn off all other documents so this signed one is the only one considered for printing.

CONTRACT ADMINISTRATOR TO SEND OUT FOR APPROVALS

1. After uploading signed contract, click on Contract Actions> Approved
2. Agency(ies) will view, comment, approve.

3. Attorney will get an approval step where they have final review before it goes out for City signature.

**ATTORNEY'S OFFICE TO SEND OUT AND SET UP FOR CITY SIGNATURES VIA DOCUSIGN
(process still being finalized)**

1. Can forward to secretary for final checklist review.
2. Can forward to secretary to send out for signature via DocuSign
3. Once in DocuSign, apply template, enter information for signing parties and assignors.
4. Click next, check the placeholders to make sure they came through correctly.
5. Click send, it'll go through to all the signatories.
 - a. Attorney - sign
 - b. Mayor Admin for assignment to Mayor or Deputy
 - c. Mayor or Deputy - sign
 - d. Clerk Admin for assignment to Clerk or Deputy
 - e. Clerk or Deputy - sign
 - f. Finance Reviewer for review for information, click approve
 - g. Finance Reviewer for assignment to Manager or Deputy
 - h. Auditor Review for review of compliance
 - i. Auditor Review for assignment to Auditor or Deputy
 - j. Auditor – sign
6. Once completely signed it will go back to Jaggaer completely signed and workflow will complete.

SELECTION PANEL GUIDANCE

APPENDIX I

1. Service of City members on selection panels

City employees may serve on a selection panel at the discretion of the procuring agency's Executive Director or his or her designee. Factors the Executive Director should consider prior to consenting to a City employee serving on a panel and whether that City employee may have voting rights include, but are not limited to: 1) the prospective member's personal relationships with bidders or others associated with the project; 2) any business involvement or ownership of a business by the prospective member that is associated in any way with the project; 3) any past or current employment at any prospective bidder or entity that is associated in any way with the project.

Prior to admittance as a member of a selection panel, the City member must fill out, sign, and provide to the Agency for each panel on which they serve: the Acknowledgment and Conflict of Interest disclosure form (the "Acknowledgment"), attached hereto as **Appendix J**. The Acknowledgment addresses confidentiality, conflicts of interest, grounds for discipline, and a representation from the prospective member that they have completed any available training on contracts and procurement. The Conflict of Interest disclosure form asks for all current and potential conflicts of interest.

The Agency shall review, track and file each form. Contact the Agency's assigned attorney with questions, conflicts or concerns.

2. Service of non-City members on selection panels.

Non-City members may serve on a selection panel at the discretion of the procuring agency's Executive Director or his or her designee. Factors the Executive Director should consider prior to consenting to the service of a non-City member on a panel and whether that non-City member may have voting rights include, but are not limited to: 1) the prospective member's personal relationships with bidders or others associated with the project; 2) any business involvement or ownership of a business by the prospective member that is associated in any way with the project; 3) any past or current employment at any prospective bidder or entity that is associated in any way with the project.

Prior to admittance as a member of a selection panel, the non-City member must fill out, sign, and provide to the Agency for each panel on which they serve: a Confidentiality and Conflict of Interest form; attached hereto as **Appendix K**.

The Agency shall review, track and file each form. Contact the Agency's assigned attorney with questions, conflicts or concerns.

While there is a preference for only City members to have voting rights, non-City members may vote on a particular panel if the Executive Director or his or her designee grants approval, after considering the aforementioned factors.

3. Service of elected officials on selection panels.

Elected officials may serve on a selection panel at the discretion of the procuring agency's Executive Director or his or her designee if the elected official does not have a current or potential conflict of

interest . Factors the Executive Director should consider prior to consenting to the service of an elected official on a panel and whether that elected official may have voting rights include, but are not limited to: 1) donations from prospective bidders to the elected official's campaign for their elected position; 2) the elected official's personal relationships with bidders or others associated with the project; 3) any business involvement or ownership of a business by the elected official that is associated in any way with the project; 4) any past or current employment at an entity that is associated in any way with the project.

Prior to admittance as a member of a selection panel, the elected official must fill out and provide to the Agency the Confidentiality and Conflict of Interest form (**Appendix K**) listing all current and potential conflicts of interest.

The Agency shall review, track and file each form. Contact the Agency's assigned attorney with questions, conflicts or concerns.

4. Identity of selection panel members.

The decision to make public or keep confidential the individual identities of the selection panel members is subject to the procuring agency's Executive Director or his or her designee's discretion. Once the Executive Director determines whether it will follow a policy of disclosing the identities of selection panel members or keeping those identities confidential, the Agency should adopt a written policy memorializing that decision. However, the Agency may depart from the adopted written policy for a particular procurement if the Executive Director states in writing that such a deviation is permissible.

Regardless of what the Agency determines to be the best course of action, the Agency should designate an individual to serve as the single point of contact between the bidders and the Agency or selection panel. Both the panel members and the bidders should be advised in explicit terms that all communications related to the project and the RFQ/RFP must go through the designated point of contact until the selection process is complete.

Employee Acknowledgment and

APPENDIX J

Conflict of Interest Form

I, _____, am an employee of the City and County of Denver (the “City”) and I am a Participant in the evaluation process for Proposals submitted in response to the competitive procurement of _____, the Project, issued on _____ and I acknowledge the following:

1. I am a City employee who is subject to the Career Service Rules or the Civil Service Commission, as appropriate, and my department's internal Code of Conduct, Code of Ethics and Policies.
2. I have taken available training on contracts.
3. I have read and understand the applicable Rules and sections of the Denver City Charter and the Denver Code of Ethics that apply to me in my service on a procurement selection committee, specifically the following:
 - a. Career Service Rule 16 Code of Conduct; Compliance with Code of Ethics and Executive Orders; Grounds for Discipline.
 - b. Denver City Charter
 - i. Sec. 1.2.9. Ethics and Conflicts of Interest.
 - c. Code of Ethics
 - i. Section 2 . Gifts to officers, officials, and employees.
 - ii. Section 2-61. Conflict of interest while employed.
 - iii. Section 2-61. Prior employment.
 - iv. Section 2-63. Outside employment or business activity.
 - v. Section 2-67. Use of public office for private gain.
 - vi. Section 2-68. Use of confidential records.
 - vii. Section 2-69. Aiding others.
4. I understand that I am required to comply with these rules and laws throughout my service on a procurement selection committee and that I may be subject to discipline if I fail to do so.

Further, as an employee of the City and County of Denver, I represent as follows:

1. I have received copies of the procurement documents, each of the proposals and the list of Major Participant Team Members.
2. I hereby:
 - (a) certify that, except as disclosed on this form, I do not have a conflict of interest, either real or apparent; "conflict of interest" includes any circumstance in which, because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the City, or the person's objectivity in performing the Work is or might be otherwise impaired, or a person has, or may reasonably be perceived by others to have, an unfair competitive advantage;
 - (b) certify that, except as disclosed on this form, I do not have a conflict of interest, either real or apparent, as a result of a direct or indirect financial interest (i) in any Proposer or any Major Participant Team Member of any Proposer or (ii) that would otherwise conflict in any manner or degree with my responsibilities outlined in the procurement documents;
 - (c) certify that, to the best of my knowledge, no member of my immediate family (spouse or children) or other family members who are in my household nor my employer or (if applicable) any partners in any firm, partnership or joint venture of which I am also a partner have a conflict of interest, either real or apparent, as a result of a direct or indirect financial interest (i) in any Proposer or any Major Participant Team Member of any Proposer or (ii) that would otherwise conflict in any manner or degree with my responsibilities outlined in the RFQ and the Manual;
 - (d) agree that, during the evaluation process contemplated by the procurement documents, I shall not acquire any direct or indirect financial interest and further agree that members of my immediate family and other family members who are in my household are subject to the same restrictions; and
 - (e) agree that, during the evaluation process contemplated by the procurement documents, I shall disclose on an ongoing basis any actual or potential conflicts of interest and disclose all relevant facts concerning any past, present, or currently planned interests that may present a conflict of interest. Such disclosure shall be made promptly after the conflict is discovered.

3. Notwithstanding termination of my current employment or other disassociation from the conduct by the City of the evaluation process contemplated by the procurement documents, I acknowledge that I may not participate in the development of a Proposal on behalf of any Proposer or Major Participant Team Member in this selection.

4. If at any time I should become aware of any situation, which exists as the date of this statement or does or might arise in the future, that could alter any of the representations above, or that might otherwise create the appearance of a conflict of interest (as defined above), I will notify the Coordination Team immediately.

The full text of the Career Service Rules is available at

<https://www.denvergov.org/content/denvergov/en/office-of-human-resources/employee-resources/rules-and-policies.html>

The full text of the Civil Service Commission Rules is available at:

<https://www.denvergov.org/content/denvergov/en/civil-service-commission/CommissionRules/table-of-contents.html>

The full text of the Denver Charter is available at

https://library.municode.com/co/denver/codes/code_of_ordinances?nodetd=TITIHORU_SUBTITLE_BCH

The full text of the Code of Ethics is available at

<https://www.denvergov.org/content/dam/denvergov/Portals/5/documents/Codes/Code%20of%20Ethics%20-%20Final%20-%202017.pdf>

Actual or Potential Conflict: _____

_____ Please use additional pages if needed

Name(print): _____

Title (print): _____

Signature: _____

Date: _____

CONFIDENTIALITY AND CONFLICT OF INTEREST STATEMENT

You have been asked to participate in this evaluation of a Proposal because of your knowledge, background, expertise and willingness to assist the City and County of Denver in the selection of a Consultant/Contractor or vendor. It is important to this process to know that you do not have any conflict of interest in the outcome of this selection process. A conflict of interest could occur if as a result of your actions in the selection process you, a member of your immediate family, or a business associate has a financial, contractual, or employment interest in the outcome of the selection. If you believe that you may have a conflict of interest please notify the City official who leads the selection process about any potential conflict. The City has an ethics Code and committee to guide in this determination.

In addition to ensuring that there is no conflict of interest the City needs to ensure that this process remains confidential. All information contained in the solicitation, solicitation proposals and Proposal Evaluation Worksheets must remain CONFIDENTIAL to preserve the integrity of the evaluation and selection process. This confidentiality requirement is designed to protect evaluation committee members, and to avoid any unnecessary delays that may result from any actual or perceived appearance of impropriety. The evaluation worksheets and proposals are issued to the evaluation committee member shown below with the following conditions:

1. The evaluation worksheets, including all copies, notes, memoranda or other material related thereto, are to be returned to the appropriate department project manager upon completion of the evaluation process.
2. No part of the solicitation proposals or evaluation worksheets may be reproduced or distributed.
3. Internal exchange of confidential information shall be conducted only as necessary to conduct the procurement process for the project. Recipient will promptly report in writing to the Project Manager any attempts to access any confidential information by submitter/proposer teams, consultants, the media, or any other person or company not involved in the procurement process.
4. The evaluation worksheets and proposals must be stored in a secure location commensurate with their sensitivity when left unattended.
5. Evaluation committee members may not discuss any aspect of the individual proposals or the evaluation process, with any individual, including other members of the evaluation committee, outside of the evaluation committee meetings.
6. Evaluation committee members should report any actual or potential conflict of interest, and any actual or perceived bias.
7. The evaluation worksheets are prepared for the internal use and have not been approved for public release.
8. Violation of this Confidentiality and Conflict of Interest Agreement may result, at the City's sole discretion, in one or more of the following: exclusion of you and/or your company from ongoing procurements, termination of your employer's contract, or legal action for violation of applicable Federal, State and local laws governing procurements.

I have read, understand, and accept the conditions set forth above.

Signature

Date

Printed Name

Position/Company

MEMORANDUM No. 8B

TO: All Agencies Under the Mayor

**FROM: Douglas J. Friednash
City Attorney**

DATE: January 3, 2012

SUBJECT: Competitive Selection Policy

This Memorandum No. 8B shall be attached to and become a part of Executive Order 8, dated May 31, 2011, subject "Contracts and Other Written Instruments of and for the City."

1. Denver owes a duty to its citizens to exercise strong financial stewardship. It is the policy of the City and County of Denver to maintain a fair, open, and competitive market for the goods and services it purchases. This is not only important in order to maintain the quality of key government services and to minimize costs, but also sets a high ethical standard and promotes greater transparency.
2. Denver's Charter and Code require many contracts to be competitively bid or selected; such as, construction contracts and purchases of supplies, equipment, personal property and connected services. Agencies must continue to follow competitive selection requirements specified in the Charter or Code in selecting contractors or vendors.
3. All other contracts also should be competitively bid or selected, absent special circumstances. Special circumstances may include, among others: emergency situations; supplies or services indispensable to the City that are obtainable only from a single source; situations where standardization of equipment or continuity of service is required; acquisition of interests in real property through purchase or lease; supplies or services required by reason of preferences based on professional advice or judgment; situations where competition does not exist, such as membership in professional organizations, attendance at meetings or conventions; supplies or services provided by other governments, or supplies or services which cost \$5,000 or less.
4. Selection procedures for those contracts not subject to competitive selection requirements stated in the Charter or the Revised Municipal Code.
 - a. Contracts of \$100,000 or more. Formal advertisement by official publication, as specified by the Manager of General Services, is preferred and should generally precede the issuance of any invitation to bid or request for proposal for contracts not covered by the Charter or Code estimated to amount to one hundred thousand dollars (\$100,000.00) or more. If formal advertisement is not used, bids or proposals shall be requested in writing from at least three (3) responsible bidders or proposers dealing in the supplies or services required. Agencies may not subdivide their contracts to avoid these requirements.

- b. Contracts less than \$100,000. Any invitation to bid or request for proposal for a contract not covered by the Code or Charter which is estimated to amount to less than one hundred thousand dollars (\$100,000.00) should be requested in writing from at least three (3) responsible bidders or proposers dealing in the supplies or services required, or may be requested by other informal procedure upon notice calculated to inform potential bidders or proposers in a manner that will achieve maximum competition and maximum economy to the city without advertising.
 - c. Agencies shall document the method of solicitation and require written responses from all bidders or proposers.
- 5. Agencies should limit the duration of contracts to three to five years at which time a new solicitation should be initiated absent special circumstances. Special circumstances may include, among others, contracts that require a contractor to make significant capital investments to meet the City's needs, like some concession agreements; supplies or services indispensable to the City that are obtainable only from a single source; situations where standardization of equipment or continuity of service is required; situations where competition does not exist; supplies or services provided by other governments; or situations where economic factors make it unfavorable for the city to re-bid a contract.
- 6. It will be the applicable manager's responsibility to authorize and justify any deviation from this policy. Each request for a contract shall specify whether a competitive selection process was used, shall state the method of selection (advertisement, written solicitation of 3 or more contractors, or other procedure); and if necessary, shall state the justification for not using a competitive selection process. Each request for a contract or amendment of a contract in excess of three years, shall state the justification for the longer term.

MEMORANDUM No. 8C

TO: All Agencies Under the Mayor

**FROM: Kristin Bronson
City Attorney**

DATE: October 26, 2022

SUBJECT: Unsolicited Proposal Policy

This Memorandum No. 8C shall be attached to and become part of Executive Order 8, dated February 3, 2020 subject “Contracts and Other Written Instruments of and for the City.”

GENERAL:

This Unsolicited Proposal Policy is intended to encourage outside organizations to propose innovative approaches and methods addressing City needs and functions to the City and County of Denver to assist the City in achieving its goals while also providing a mechanism for the City to consider and act upon unsolicited proposals.

Denver’s Charter and Code require that many contracts be competitively bid or selected; i.e. construction contracts and purchases of supplies, equipment, personal property and connected services. Agencies must continue to follow applicable federal and state competitive selection requirements as well as competitive selection requirements found in the City’s Charter, Code, and Executive Order 8 when selecting contractors and vendors.

PURPOSE:

This document provides guidelines for the submission and consideration of Unsolicited Proposals.

Definition of an Unsolicited Proposal: A written proposal that is submitted on the initiative of the submitter for the purpose of obtaining a contract with the City and not in response to a current or former formal or informal request for proposal.

Unsolicited Proposal Criteria:

When evaluating an Unsolicited Proposal, the City should consider whether the proposal:

- Presents unique or innovative goods, services, projects strategies, or methods;
- Clearly defines and describes the good, service, project, strategy, or method and identify the benefits to the City;
- Supports the goals or objectives of the City;
- Is independently originated and developed by the submitter without governmental involvement or guidance;
- Clearly identifies any proprietary and/or confidential information;
- Is not in response to a published solicitation; and

- Is not an advance proposal for a good, service, project or other City need for which the City is readying a solicitation.

The Unsolicited Proposal Requirements:

Unsolicited Proposals must contain the following information:

- Proposer information:
 - The proposer’s name, address and type of organization.
 - The names and telephone numbers of personnel to be contacted for evaluation or negotiation purposes.
 - A list of proprietary or confidential documents that are marked proprietary or confidential.
 - The names of other federal, state, local agencies, or other parties in receipt of the proposal or that are funding the proposed effort.
 - The date of submission.
 - The signature of a person authorized to represent and contractually obligate the submitter.
 - The Proposer’s relevant experience, including past projects, prior work with the City, and available references.
- Proposal objective and goal alignment: Describe the specific City goals, policies and/or objectives the Proposal seeks to address and how the Proposal will address them.
- Scope: Describe briefly the scope of the good, service, project, strategy, or method.
- Financial information: If applicable, state the proposed price, estimated cost, budget, and/or projected revenue of the good, service, project, strategy, or method.
- City’s role: Describe the role and resources that will be needed from the City for the proposed good, service, project, strategy, or method to be successful.
- Timeframe: If applicable, state the proposed duration of service or strategy.

Unsolicited Proposals must clearly identify any proprietary and/or confidential information contained therein. All materials provided to the City are subject to the Colorado Open Records Act, C.R.S. § 24-72-201, et seq. (“CORA”). If the proposer believes that any information, data, process or other material in its proposal is confidential or proprietary in accordance with CORA, the proposer should mark each page as either “trade secrets,” “privileged information,” or “confidential commercial, geological, or geophysical data,” as applicable to the particular page or document and provide a list of such confidential and proprietary documents identifying the basis for the claim. The City is not bound by the proposer’s determination as to whether materials are subject to disclosure under CORA and reserves the right to independently determine the materials must be produced under CORA.

If the City receives a request for these materials it will attempt to advise the proposer of the request. If the City agrees with the proposer’s determination that materials marked as confidential or proprietary may properly be withheld, the City will withhold materials from inspection or disclosure under CORA. If the City disagrees with the proposer’s determination, it will notify the proposer of its intent to make the materials available under CORA. Proposer may then timely object by seeking a court order to prevent disclosure, and failure to do so results in waiver of claims and privilege.

In the event of the filing of a lawsuit to prevent or compel disclosure, the City will tender all responsive materials to the court. The proposer agrees 1) to intervene in any lawsuit arising out of a request for its materials to protect and assert its claims of privilege against disclosure of such material; 2) that its failure to object or intervene and assert claims of privilege against disclosure in relation to its proprietary or confidential information results in waiver of the same; 3) to release and defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs, including reasonable attorneys' fees, arising out of or in any way relating to requests for disclosure of material provided or produced.

Documenting Receipt of an Unsolicited Proposal:

If an Unsolicited Proposal is received and it meets the Unsolicited Proposal Criteria and Unsolicited Proposal Requirements, the Agency receiving the proposal will take the following steps:

- The proposal will be logged and assigned an Unsolicited Proposal number.
- The proposer will be notified of receipt of the proposal.
- An Unsolicited Proposal Committee will be assembled to evaluate the proposal except that if the recipient Agency head determines that (1) the proposal is for a good, service, project, strategy, or method applicable to no other City agency and (2) the proposal is not one that the recipient Agency wants to pursue, the Agency head may elect to reject the Unsolicited Proposal without further evaluation by the Unsolicited Proposal Committee. In such case, the Agency will document the reason for rejection in the proposal log.

Unsolicited Proposal Review Committee:

The Mayor shall designate a committee comprised of appointed officials and/or City employees to serve on the Unsolicited Proposal Review Committee. The executive director or head of the Agency that would administer the contract if a proposal is accepted (the "Lead Agency"), or his or her designee, will present the proposal to the Unsolicited Proposal Review Committee to review the proposal and determine if the good, service, project, strategy, or method should be further pursued, evaluating the proposal pursuant to the Unsolicited Proposal Criteria above.

The Unsolicited Proposal Review Committee will make a recommendation to the executive director or head of the Lead Agency that the Unsolicited Proposal be (1) pursued as proposed; (2) further developed or refined by the proposer before a final determination; or (3) rejected. The executive director or head of the Lead Agency will make the final decision regarding whether to pursue the Unsolicited Proposal.

The Lead Agency will notify the Proposer in writing of the City's decision to pursue or not to pursue the Unsolicited Proposal. If an Unsolicited Proposal will not be pursued, the Unsolicited Proposal materials will be returned to the Proposer. A record will be kept by the Lead Agency documenting the outcome of the Unsolicited Proposal process.

Pursuit of Unsolicited Proposals:

If the City, in its sole discretion, determines that it wants to pursue an Unsolicited Proposal the Lead Agency will:

- Consult with its procurement or contracting team.
- Request applicable insurance requirements from the City's Risk Management Department.
- Consult with the City Attorney's Office to determine applicable contracting requirements including, but not limited to: Prevailing Wage, MWBE, ACDBE, the Purchasing Ordinance, Prequalification, and bonding.
- If required, the Lead Agency will comply with the requirements of the MWBE ordinance or ACDBE program to establish a goal.
- Request a sample contract from the City Attorney's Office.

The Lead Agency will then follow applicable federal, state, Charter, Municipal Code, and Executive Order 8 policies related to procurement. Within these requirements, the Lead Agency may design a procurement that best meets its needs, including initiating a request for information, request for qualifications, and/or a request for proposals; holding informational and discussion sessions for proposers; and pursuing additional dialogue about the proposed project. The initial Proposer may submit a revised/updated proposal by the deadline set for other interested parties to respond to account for City requirements. Proposals will be evaluated in accordance with the Lead Agency's policy for evaluating similar proposals as that policy may be adjusted by the executive director or head of the Lead Agency, or executive leadership of the relevant program or initiative, depending on the Proposal. Nothing herein obligates the City to accept any proposal submitted, including the initial Proposer's proposal.