

# Matched Savings Request for Proposal (RFP) # HOST-70-2023

## Schedule of Events:

- RFP Issued – October 23, 2023, at 10:00 AM MST
- Virtual Pre-Proposal Meeting – November 1, 2023, at 9:30 AM MST
- Deadline to Submit Additional Questions – November 8, 2023, at 5:00 PM MST
- Response to Written Questions/Addendum – November 10, 2023, at 5:00 PM MST
- Proposal Due Date – November 17, 2023, at 3:00 PM MST
- Evaluation Period – November 17 – December 8, 2023 (Tentative)
- Anticipated Award Date – December 11, 2023 (Tentative)

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## I. Background and Vision

### A. HOST General Background

#### 1. BACKGROUND/VISION

The Department of Housing Stability (HOST) builds a healthy, housed, and connected Denver. HOST invests resources, creates policy, and partners with organizations to keep people in the homes they already live in, to quickly resolve an experience of homelessness, and to connect people to affordable housing opportunities.

#### 2. FIVE-YEAR STRATEGIC PLAN

HOST's Five-Year Strategic Plan sets the direction for our work over the next five years, from 2022 to 2026. We encourage applicants to review the plan, and to explicitly address how your proposal contributes to achieving our strategic goals and targets.

Please see Five-Year Strategic Plan here:  
[HOST 5-Year Strategic Plan](#)

#### 3. RACIAL EQUITY

The Department of Housing Stability, in alignment with the Mayor's Office of Social Equity and Innovation, prioritizes racial equity and inclusiveness and seeks to reflect this value in our funding practices. Our commitment to producing racially equitable housing outcomes is paramount to HOST's overall mission of Denver residents being healthy, housed and connected.

In furtherance of our commitment, HOST leadership and staff have completed a racial representation audit of our department as well as an internal organizational racial equity self-assessment (ORESAs). The Department of Housing Stability has created a brief write-up sharing the results of the internal ORESA survey. The write-up provides HOST's average scores on the ORESA survey disaggregated by race and level of employment. See results of survey here: [HOST ORESA Survey Results ](<http://denvergov.org/files/assets/public/housing-stability/documents/rfp-files/host-internal-oresa-survey-results.pdf>)

HOST leadership fully acknowledges the department has more work to do in racial, cultural and linguistic representation and feel that work is best done by acknowledging where we currently stand. HOST is committed to working with the Mayor's Office of Social Equity and Innovation to meet our goals and the Mayor's Equity Platform as we serve the community's most vulnerable and underrepresented residents

### B. RFP Background Vision and Purpose

The purpose of this RFP is to find a partner that can administer the Matched Housing Savings Account Program to eligible households. The purpose of

this program is to assist low-income households to purchase a first home or make needed repairs to their existing owner-occupied home by matching their savings for their selected savings goal. Homebuyer participants must be income-qualified Denver County residents, must be able to obtain a fixed rate non-predatory 30-year mortgage, and must purchase a home in the City and County of Denver. Owner-occupant participants must be income-qualified Denver residents and must use the funds for the rehabilitation of their own existing owner-occupied home in Denver County. Funds will be used to provide a 2:1 match of up to \$6,750, to match \$3,375 of participant savings. The maximum match per household is \$6,750, regardless of the number of individuals who are participating.

HOST aims to serve at least 20 participants in 2 years.

## II. Requirements

### A. Service Requirements

#### 1. Scope of Work

- a. Contractor shall review program eligibility for each participant. Program participants must have a household income of 80% Area Median Income or less as defined by the US Department of Housing and Urban Development.
- b. Eligible purchase or rehabilitation properties must be located within the City and County of Denver. In addition, eligible properties must be owner-occupied, primary residence single-family detached or duplex homes. The total debt on the property may not exceed 97% Loan to Value for payback or deferred loans..
- c. Improvements shall follow all applicable housing, building and maintenance codes, fire prevention, and other public standards.
- d. Contractor shall monitor and report on participants through the entire contract period. Data collection is required and must be completed demonstrating income eligibility and progress toward meeting the objectives of this program. Disbursement of funds will be contingent upon the ability to collect the required information.
- e. Examples of Eligible Home Repairs include: lead-based paint mitigation, roofs, unstable foundations, mechanical or electrical issues, plumbing, sewer system failure, windows, exterior paint, unsafe or unsanitary conditions, infestation, handicap accessibility, sidewalks and driveways, floor coverings, interior paint, fencing, and Accessible Dwelling Units (ADU).
- f. Examples of Ineligible Home Repairs include: Construction or rehabilitation of garages, luxury type of improvements, improvements that are not a permanent part of the property (e.g., free-standing refrigerator or stoves), existing debt service, and public improvements.
- g. Program participants must reside in the housing unit they have purchased or repaired for at least 3 years for the loan to be forgiven. If

they reside in the unit for less than three years, they must pay back a portion of the funds as follows:

- a. A resident who occupies the home for *less than 12 full months* after the date of purchase or the date repairs are complete must pay back **100%** of the matched funds;
- b. A resident who occupies the home for *less than 24 full months* after the date of purchase or the date repairs are complete must pay back **75%** of the matched funds;
- c. A resident who occupies the home for *less than 36 full months* after the date of purchase or the date repairs are complete must pay back **50%** of the matched funds.

## **2. Budget**

The maximum funding amount for this program is \$150,000. The amount will come from local funds. The respondent may apply for some or all of the budgeted amount.

Subsequent budget periods are subject to the availability of funds, program authority, satisfactory performance, and compliance with the terms and conditions of the award.

HOST encourages providers to submit a budget which reflects the operational needs of the program.

## **3. Minimum Qualifications**

At minimum, the applicant must have experience administering a matched savings or individual savings account program, and have experience administering a home repair assistance program.

The applicant should have an understanding of tax implications of matched savings and home repair assistance programs for program participants, and the ability to clearly communicate these tax implications to program participants.

The applicant should have experience establishing relationships with community members who may benefit from the program, especially those who may have barriers to participating in such programs (for example barriers around language, trust, time, and other issues).

The applicant must have the capacity to collect program participant data, including income, race/ethnicity and other demographic characteristics. The applicant must have procedures and data systems that ensure the protection of private or confidential program participant data.

## **B. Data Requirements**

At the Department of Housing Stability, we understand that racial, cultural and linguistic representation matters in ensuring access and resource delivery for Denver’s precariously housed and unhoused residents. We are committed to doing the work of housing stability with a racial equity lens and embrace the opportunity to commence this work alongside our community partners with the shared values of making Denver an equitable place to live for all.

The selected contractor will need to demonstrate experience in using technology to capture both programmatic and client data. HOST expects the selected contractor’s technology infrastructure or system should be able to track both cumulative and individual client activities from the time of application through award and completion of either home purchase or home repairs. We expect your system to adhere to privacy and security best practices.

HOST requires the selected contractor to submit a monthly program report using HOST Program Community (Salesforce) reporting portal. This monthly report is expected to cover programmatic information, clients’ information but not limited to head of household race, AMI, zip code, city council district, type of match (Home purchase or repairs), match value, etc. Also, the report is expected to illustrate both aggregated and disaggregated programmatic and clients’ data for each reporting period.

## **C. Technical Requirements**

### **1. Diversity and Inclusiveness – Executive Order #101**

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

The Respondent is required to complete the Diversity and Inclusiveness Form (link below) and must be submitted electronically. The information provided on this form will provide an opportunity for Respondents to describe their own diversity and inclusiveness practices. Respondents are not expected to conduct intrusive examinations of their employees, managers, or business partners in order to describe diversity and inclusiveness measures. Rather, the City simply seeks a description of the Respondent’s current practices, if any. Using the link below, please state whether you have a diversity and inclusiveness program for employment and retention, procurement and supply chain activities, or customer service, and provide the additional information requested on the form. Respondents that do not complete this form prior to the RFP submission will be rejected.

Link to the Diversity and Inclusiveness Form:

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

Diversity and Inclusiveness information provided to the City will be collated, analyzed, and made available in reports consistent with City Executive Order Number 101 (“XO 101”). However, no personally identifiable information provided by or obtained from Respondents will be in such reports.

Diversity: Diversity refers to the extent to which a Respondent has people from diverse backgrounds or communities working in its organization at all levels, is committed to providing equal access to business opportunities and achieving diversity in procurement decisions for supplies, equipment, and services, or promotes training and technical assistance to diverse businesses and communities such as mentoring and outreach programs and business engagement opportunities.

Inclusiveness: Inclusiveness, for purposes of XO 101, includes the extent to which a Respondent 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. Inclusiveness also includes the extent to which businesses have an equal opportunity to compete for new business opportunities and establish new business relationships in the private and public sectors.

## **2. Certificate of Insurance (COI)**

Certificates of Insurance evidencing the following coverage are required of all City Contractors:

- Workers' Compensation/Employer's Liability Insurance: Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of
- \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.
- If the contractor is a sole proprietor, a waiver may be filed with the City for Workers' Compensation requirements.
- If the sole proprietor is an LLC or Corporation, an additional State waiver is required. Please review the waiver and all instructions here: (

<https://cdle.colorado.gov/dwc>)

- However, sole proprietors who are not LLCs or Corporations need only complete a form for the City to waive Workers' Compensation requirements. This form will be provided to all selected contractors that are sole proprietors during contract negotiations.
- Commercial General Liability: Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.
- Sexual Abuse and Molestation Exclusion (SAME) language: Any contractor working with youth and/or a vulnerable population will require SAME coverage as a part of the contractor's commercial general liability coverage.
- Business Automobile Liability: Contractor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement. i. If the contractor is a sole proprietor, the contractor may elect to use his or her personal automobile liability coverage instead of obtaining a business-specific policy.
- Cyber Security Insurance: Contractor shall maintain Cyber Liability coverage with limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security.
- Upon discretion of the City, additional coverage or changes to the above coverage language may be required upon award if needed.

Note: Certificate of Insurance (C.O.I.) example is provided below. It is not necessary to submit C.O.I. with proposal. However, prior to finalizing a contract this will be required.

#### SAMPLE CERTIFICATE OF INSURANCE

[http://denvergov.org/files/assets/public/housing-stability/documents/rfp-files/certificates-of-insurance-example\\_1.pdf](http://denvergov.org/files/assets/public/housing-stability/documents/rfp-files/certificates-of-insurance-example_1.pdf)

### **3. Proof of Registration with SOS**



All contractors must be registered with the Colorado Secretary of State and have an active Certificate of Good Standing prior to submitting an application. See (<https://www.sos.state.co.us/>) for more information.

#### **4. Accounting and Audits**

Organizations applying must provide the most recent audited or pro-forma financial statements. Organizations that DID expend \$750K or more in U.S. federal funds are required to provide a Single Audit Report.

Organizations awarded funds will be required to provide accounting system and audit-related information based upon the amount of the HOST grant.

#### **5. Sample Contract**

All contractors receiving an award of funds will be required to execute a contract with the City. A sample contract is available below and as an attachment in Zengine, which proposers can download and review.

All Proposers are strongly advised to seek legal counsel to review the agreement. The City reserves the right to accept or reject in its sole discretion any proposed modifications to the sample contract. The City reserves the right to modify any term or condition of the draft Agreement, and to add, delete or modify terms and conditions as deemed necessary, prior to execution of a final agreement.

Applicants will be presumed to have submitted their applications based upon all the information set forth in the contract and in a manner fully cognizant of the requirements of the contract. The City reserves the right to contemporaneously negotiate the final terms of the proposed contract with theselected contractors. If the City is unable to reach an agreement as to final contract terms with any selected contractor, the City expressly reserves the right to terminate negotiations and enter into contract negotiations with one or more of the other applicants. As the best interests of the City may appear in the City's sole judgment, the City reserves the right to reject any or all applications at anytime during this selection process or terminate, cancel or modify this selection process.

Please View Sample Contract by Clicking on the Link:

<https://denvergov.org/files/assets/public/housing-stability/documents/general-fund-sample-contract.pdf>

#### **6. Conditions and Provisions**

This proposal must be signed by a duly authorized official of the proposing company. The completed and signed proposal (together with all required

attachments) must be returned to the Department of Housing Stability on or before the time and date of the deadline shown on page one.

\*This proposal MUST be submitted electronically through Zengine at [https://webportalapp.com/sp/matched\\_savings\\_rfp](https://webportalapp.com/sp/matched_savings_rfp)

All participating Vendors, by their acknowledgement hereunder, shall agree to comply with all the conditions, requirements and instructions of this RFP as stated or implied herein. Any alteration, erasure or interlineation by the Vendor in this proposal shall constitute cause for rejection by the Executive Director of HOST. Exceptions or deviations to this proposal must not be added to the proposal pages but must be on vendor's letterhead and accompany proposal. Should the City omit anything from this RFP which is necessary to a clear understanding of the work, or should it appear that various instructions are in conflict, then the Vendor shall secure written instructions from HOST at least forty-eight (48) hours prior to the time and date shown in page one.

Typographical errors in entering quotations on your proposal may result in loss of award of this proposal. All Vendors are required to complete all information requested in this proposal. Failure to do so may result in the disqualification of proposal. The City reserves the right to postpone or cancel this RFP, or reject all proposals, if in its judgment it deems it to be in the best interest of the City to do so. Unit price for each item shall be shown and shall be for the unit of measurement indicated. In case of error in extension of prices, the unit price will govern. The Executive Director of HOST reserves the right to waive any technical or formal errors or omissions and to reject any and all proposal(s), or to award contract for the items hereon, either in part or whole, if the Executive Director deems it to be in the best interests of the City to do so.

The successful Vendor shall be in complete compliance with all the specifications, terms and conditions of this proposal as outlined above. The City shall have the right to inspect the facilities and equipment of the successful Vendor to ensure such compliance. The City shall not be liable for any costs incurred by vendor in the preparation of proposals or for any work performed in connection therein.

## **7. Gratuities and Kickbacks**

It is a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee (within six months of termination from City employment), or for any employee or former employee (within six months of termination from City employment) to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding of application, request for ruling, determination, claim or controversy, or other particular matter,

pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime proposer or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. In the event that any gratuities or kickbacks are offered or tendered to any City and County of Denver employee, the proposal shall be disqualified and shall not be reinstated.

## **C. Evaluation and Awards**

Proposals will be scored and ranked based upon the information contained in the application itself and uploaded attachments. The criteria to be used for the proposal evaluation include but are not limited to:

- Agency capacity, experience, and qualifications
- Response to the City's proposed questions
- Technical review of proposal requirements
- Budget
- Response to the City's proposed Sample Contract provisions in Contract Certification
- Other Requirements (as applicable)

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

The City may request oral presentations as part of the evaluation process. Additionally, the City reserves the right to conduct negotiations with one or more Vendors.

Before an application is awarded, an applicant may be invited to a meeting with HOST staff to discuss the proposed program or service, to review compliance required under applicable regulations and to determine the eligibility of proposed costs. The City may choose to award multiple awards or to reject all proposals. An invitation to a meeting does not constitute an award of the service contract.

Any award as a result of this proposal shall be contingent upon the execution of an appropriate contract. The sample contract contains our proposed terms and conditions. These terms and conditions shall form the basis of a Contract covering the subject matter of this proposal. If there is contention(s) with the terms and conditions, a brief explanation and alternative language, if any, should be included in your response to Section IV E. 5 Contract Certification. Any exceptions to the Terms and Conditions will be taken into consideration when evaluating proposals submitted. The City reserves the right to reject any or all your proposed modifications. Performance outcomes of prior contracts with HOST may be considered in the overall rating of proposals submitted by applicants who currently have, or have previously had, contracts with HOST.

Application evaluation and awards are also contingent upon applicants being current to the City on any loan, contractual, or tax obligation as due, or with any rule, regulation, or provision on existing or past City contracts.

## **D. Decisions and Acceptance Period**

Based upon the information provided by the applicants, an evaluation team will evaluate proposals. The evaluations will be ranked, and recommendations for funding will be forwarded to HOST Executive Leadership. Funding is limited. Applications that meet all the RFP's general guidelines and requirements may not necessarily receive an award. HOST may recommend contracting with one Applicant, for the full amount requested, less than the full amount, not at all, or multiple Applicants. The City reserves the right to postpone or cancel this request, if it deems it to be in the best interests of the City to do so. The City reserves the right to waive any technical or formal errors or omissions, and to reject any and all proposals, or to award contracts, either in part or in whole, if deemed to be in the best interests of the City.

Subsequent budget periods are subject to the availability of funds, program authority, satisfactory performance, and compliance with the terms and conditions of the award.

Successful applicants shall be in complete compliance with all the specifications, terms, and conditions of the proposal. The City shall not be liable for any costs incurred in the preparation of proposals or for any work performed in connection therein. Successful applicants may be invited to enter into contract negotiations and development of a final scope of services and budget. Contract negotiations may involve additional requirements, such as environmental reviews. **Proposals submitted under this solicitation remain valid for up to 365 days after the close date, in the event that new sites, funding and resources become available for the same Statement of Work. Proposals received through this RFP process could be utilized and awards may be made at the discretion of the City.**

## **E. CORA**

The City shall conform to the provisions of the Colorado Open Records Act (CORA) (C.R.S. 24-72-200.1 to 24-72-205.5). All proposals become a matter of public record and shall be regarded as Public Records. Inspection of the proposals shall be allowed ONLY after an award has been made and in compliance with CORA requirements. CORA provides that the City shall deny the right of inspection of public records that contain trade secrets, privileged information, and confidential commercial, financial, geological, or geophysical data. Offerors must designate specific elements in each proposal that the offeror believes are within this CORA exception. If such items are request under CORA, the City will use reasonable efforts to notify the offeror, and it will be the responsibility of the offeror to seek a court order protecting the records and to

defend, indemnify, and hold harmless the City from any claim or action related to the City's non-disclosure of such information.

### III. Instructions

#### A. Questions and Answers

The City shall not be bound by and the Vendor shall not request or rely on any oral interpretation or clarification of this RFQ. Therefore, any questions regarding this RFQ are encouraged and should be submitted in writing by email to:

[E-Mail:HOSTProcurements@denvergov.org](mailto:HOSTProcurements@denvergov.org)

#### B. Pre-Proposal Meeting

A pre-proposal conference will be conducted the date and time listed in the Schedule of Events, front page. This meeting will be conducted using the City's Zoom meeting platform. This will be the only meeting to discuss this proposal request.

Topic: HOST Match Program Pre-Bid

Time: Nov 1, 2023 10:00 AM Mountain Time (US and Canada)

Join Zoom Meeting

<https://denvergov-org.zoom.us/j/83426872263?pwd=VE9oUUhUc2I1aGRtNlZyYUhhvR1k2dz09>

Meeting ID: 834 2687 2263

Passcode: 045620

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One tap mobile

+17209289299,,83426872263# US (Denver)

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Dial by your location

• +1 720 928 9299 US (Denver)

Meeting ID: 834 2687 2263

Find your local number: <https://denvergov-org.zoom.us/j/kc3p6iBrVn>

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Questions received up to deadline to submit question in the Schedule of Events will be answered in writing per the Schedule of Events. Answers to questions from any Vendor will be provided to all Vendors. All communications regarding this proposal shall only be through the email listed above. No communication is to be directed to any other City personnel.

### C. Zengine Instructions

Submission of proposals for this solicitation may only be done electronically through Zengine. Proposals must be submitted at: [https://webportalapp.com/sp/matched\\_savings\\_rfp](https://webportalapp.com/sp/matched_savings_rfp) no later than the date and time indicated in the proposal Schedule of Events.

Proposers who feel they are unable to prepare and submit an electronic submittal should submit a request in writing to **HOSTProcurements@denvergov.org**, no later than the Question due date, for permission and instructions for submitting a hardcopy proposal. Your proposal shall consist of the following section IV responses and required uploads to be completed below.

## IV. Application

### A. Vendor Information

Business Name \*

Business Address \*

City \*

State \*

Zip \*

Is the order address different from above?

\*Yes  No

Remittance Name \*

Remittance Address \*

City \*

State \*

Zip \*

Tax ID # (TIN or SSN) \*

Telephone Number (Ex: xxx-xxx-xxxx) \*

Fax Number

Email \*

Ordering Email (If different from above)

Vendor Entity Type (check one) \*

SAM Unique Identifier Number (If applicable) \*

SIC Code and/or NAICS Code \*

Disadvantaged Business Enterprise (DBE)? \*

## **B. Proposal Questions**

### **1. Capacity and Experience**

- i. Describe in detail your capacity to comply with all services mentioned in the Scope of Work section of this RFP.
- ii. Demonstrate all relevant experience providing programs similar to the work required in the Scope of Work section in this RFP.
- iii. Describe your experience with and plans for establishing relationships with community members who may benefit from the program, especially those who may have barriers to participating in such programs (for example barriers around language, trust, time, and other issues).
- iv. Describe your plan for ensuring clear communication of tax implications of program participation to service recipients.
- v. Please provide staffing plan including any job descriptions of key personnel, experience, and any certifications that will assist in the work required under this RFP

### **2. Equity and Diversity**

- i. What experience and capabilities does your organization have in assisting disadvantaged populations or advancing social equity?
- ii. Please describe your agency's plan to support clients who do not speak or communicate in English.

### **3. Services Provided**

- i. How many households do you anticipate serving with the budget requested?
- ii. Describe how your organization will deliver services that align with the goals of this RFP.
- iii. Describe steps you will take to ensure a fast and efficient process all around.
- iv. How will participants be referred to your program?

**4. Data and Reporting**

- i. Please describe your agency’s experience or plans to use appropriate technology infrastructure to track client activities and program management. Include best practices, challenges, and success stories within the scope of program management.
- ii. To demonstrate HOST commitment to our service recipients’ data privacy, please outline your data privacy and security best practices.

**5. Budget and Finances**

- i. How does your organization ensure costs are allowable and allocable?
- ii. Will the program include leveraged resources?
- iii. Describe your experience with government funds including managing similar program budgets

**6. References**

Reference 1: Agency \*

Reference 1: Contact Person \*

Reference 1: Contact Email \*

Reference 2

Reference 2: Agency \*

Reference 2: Contact Person \*

Reference 2: Contact Email \*

Reference 3

Reference 3: Agency \*

Reference 3: Contact Person \*

Reference 3: Contact Email \*





## C. Other Required Uploads

### 1. Diversity and Inclusiveness

Diversity & Inclusiveness Form: (<https://us.openforms.com/Form/57f3a8ea-39b7-4115-be17-1770f38d3cf6>). Optional to upload here, if not submitting electronically.

Upload XO 101 Diversity & Inclusiveness Form (if not submitting electronically)

Choose File

### 2. SAM Certification

Upload a copy of your entity's SAM page printout here:

### 3. Audit/Financial Statements

Provide the most recent audited or pro-forma financial statements or provide your most recent annual and single audit if you expended more than \$750,000 in Federal awards.

### 4. Secretary of State Good Standing Certification

Please upload Certificate of Good Standing here:

### 5. Contract Certification

## Notice

Any proposed modifications to the language of the city's sample agreement must be contained in the paragraphs below or on a redlined version of the sample agreement. Any proposer modification that does not include specific language changes may be considered non-responsive by the city and proposer waives any rights to negotiate the sample agreement language at a later time.

The following terms of the agreement are non-negotiable:

- Governing Law and Venue
- Defense and Indemnification
- Discrimination in Employment
- Examination of Records

The following terms of the agreement are only negotiated in exceptional circumstances:

- Payment
- Termination for Convenience

Click on the following link to view the Sample Agreement

<https://denvergov.org/files/assets/public/housing-stability/documents/general-fund-sample-contract.pdf>

## Agreement

I, on behalf of the proposer identified below, hereby certify that I have read a copy of the sample contract attached to the RFP.

I agree\*

I further hereby certify that it is the proposer's intent to agree to, and comply with each and every term and provision contained in the sample contract and propose no modifications to the sample contract except as follows:

1. Modifications to the sample contract:

2. Modifications to the sample contract:

3. Modifications to the sample contract:

I understand that the language modification(s) stated above, if any, are offered for discussion purposes only and that the City and County of Denver reserves the right to accept, reject or further negotiate any and all proposed modification to the sample contract. Proposer expressly agrees to all sample contract language where no modifications are proposed.

I agree Company Name \*

Name \*

Title \*

Date \*

## D. Optional Uploads

### 1. Community Support & Additional Materials

Optional Uploads: Please upload all letters, notes, marketing materials, etc. as one document for each of their respective sections.

Upload Community Support Letters  
Choose File

Upload Additional Community Support Letters (If Desired)  
Choose File

Upload Additional Community Support Letters (If Desired)  
Choose File

Upload Additional Materials (If Desired)  
Choose File

Upload Additional applicant notes and comments

Select a file

Upload Program Brochures, marketing materials etc.

Select a file

Upload Any additional information in support of your proposal

Select a file