

PROFESSIONAL SERVICES REQUEST FOR PROPOSALS

Lead Reduction Program – Program Management Services

Program Description

As part of the overall Lead Reduction Program, Denver Water desires to obtain the services of a consulting firm to provide Program Management Services to assist in the completion of tasks to prepare for and comply with a potential U. S. Environmental Protection Agency (EPA) variance to the Lead and Copper Rule. The first phase of this program is anticipated to last through the 2019 calendar year. Depending on the outcome of the variance process, subsequent phase requirements and services will be determined as needed.

Background and History

In March 2018, the Colorado Department of Public Health and Environment (CDPHE) designated phosphate-based treatment as Optimal Corrosion Control Treatment (OCCT) for Denver Water's system under the Safe Drinking Water Act's Lead and Copper Rule. Pursuant to this designation, Denver Water is working on modifications to each treatment plant to feed orthophosphate by March 20, 2020. In parallel with this effort, Denver Water is collaborating with EPA and CDPHE to investigate whether implementation of a Lead Reduction Program to protect public health for customers, while minimizing impacts to the environment is eligible for approval as an alternative to the use of orthophosphate for OCCT. This program would include a filter and replacement cartridge distribution program, along with pH adjustment as corrosion control technology (CCT), along with a 7% annual accelerated Lead Service Line LSL replacement program for replacement of an estimated 75,000 service lines in Denver and surrounding suburbs. Subject to completion of additional studies, Denver Water anticipates that the EPA and CDPHE will decide as to whether to approve the program as a variance by October 15, 2019, at which time implementation would be initiated with the anticipated milestone targets defined in this RFP. Denver Water is seeking a Program Manager that can lead and coordinate all the efforts listed in this RFP through October 15, 2019, with the potential of extending a contract for services for subsequent program phases. The final approval details or failure to obtain approval could result in significant change in the approach including reduction or elimination of this scope of services.

Program Objectives

The program will consist of the following specific objectives:

- Develop and implement pilot projects, one involving distribution of water filters to Denver Water customers identified as potentially having lead service lines, the monitoring of customer use and acceptance levels. The other pilot involves field methods for the identification of lead service lines.
- Develop a lead removal filter pilot program to be consistent with the variance and modification requirements to be included in a variance proposal to EPA and CDPHE, with the potential to implement the program if the variance is approved.
- Develop the program to be consistent with the variance and modification requirements to be included in a variance approved by EPA and CDPHE.
- Develop a process to record and report the program status and track progress
- Continuously adapt and improve the program.
- Coordinate with Denver Water staff to develop a comprehensive communications, outreach and education program, including:

- Stakeholder/community/customer outreach for the purpose of educating and engaging the community about the proposed variance (and its individual components) and their role in making it successful, and in soliciting input to the development of the program; and
- Implementation and maintenance of the variance, particularly related to the accelerated LSL replacement and filter program.

Consultant Scope of Services

The scope of work for Phase 1 to be completed in 2019 is provided later in this RFP.

Program Manager Qualifications

The Program Manager firm will have:

- Organized, set up, and completed similar programs or elements of the program for other large municipal or private water suppliers around the country.
- The ability to be flexible in adding and reducing staff on the program to meet the work levels.
- The capability to analyze, build and execute the multiple program elements simultaneously while keeping coordinated and in sync with the overall program development.
- The ability to adjust and improve on processes quickly to reduce budget and increase efficiency.
- The experience in project controls and reporting to several government entities to meet regulatory requirements.
- The experience to use known methods to achieve the goals of the variance, but also innovative and be able to create new methodologies to improve the processes throughout the life of the program.
- The capability to enter a master program contract with Denver Water and then execute procurement process and hold the subcontracts to complete the work elements of the program.
- The ability to create and oversee a public engagement process in coordination with Denver Water, EPA, and CDPHE on the proposed variance from multiple communities with varying socio-economic and linguistic backgrounds.
- The ability to support and facilitate community engagement in the Denver-metro area, as well as public relations.
- Experience with the coordination and delivery of professional-level communication, media and public relations campaigns through community outreach and involvement, social media, newsletters, and website content to educate internal and external audiences to promote the program goals and purpose.

Owner Responsibility

The Owner will provide to the Consultant available relevant information to aid in the design process. This includes but is not limited to:

- Previous studies;
- Program objectives;
- Review of comments within agreed upon schedules;
- Records of known and estimated LSL locations;
- Access to SharePoint Sites;
- Public input materials; and
- Communication, education, and outreach materials.

Program Assumptions

The following assumptions were made in the development of this Scope of Work:

- Denver Water will submit the program plan, to EPA Region 8 and CDPHE staff for variance and modification approval.
- Denver Water will timely review all materials, within 2 weeks or within a shorter period in time-sensitive situations.
- Denver Water reserves the right to award the Program Management services and communications, outreach and education program or any other component of the program to separate consultants if it is in the best interests of Denver Water.

Program Schedule

Denver Water may elect to issue a formal questionnaire and/or hold interviews as determined to be necessary by Denver Water to assist with the proposal evaluation. Submittal of a proposal does not guarantee an interview. Final selection of a consultant will be based upon the selection criteria detailed on page 15.

The anticipated Program Schedule is summarized as follows:

- April 1, 2019 Request for Proposal advertised through www.denverwater.org
- April 8, 2019 Mandatory Pre-Proposal Meeting.
- April 15, 2019 Proposals Due
- April 22-26, 2019 Consultant Interviews, if necessary
- May 8, 2019 Selected Consultant Recommendation to the Board
- May 10, 2019 Notice to Proceed Issued to Selected Consultant
- May 24, 2019 Workplan Due

Any requests for clarification or additional information regarding the submission of this RFP shall be submitted in writing via e-mail (Alexis.Woodrow@denverwater.org), or during the Pre-Proposal Meeting that will be held in Room F-116, Denver Water's Main Campus at 10 AM MDT. Check in at the Administration Building front desk prior to this meeting and you will be escorted to the meeting room. Because of limited space in this room, we are requested a limit of two representatives per consulting firm. Written requests for interpretation, clarification, and/or additional information must be received no later than 12 noon, local time, April 9, 2019.

Scope of Services

Program Management and Administration

Program Management and Administration includes the following activities:

- General program management
- Program management plan development
- Program controls and reporting
- Program workshops
- Program meetings
- Program management review meetings
- Leadership team meetings

Task 1.1: General Program Management

Time for this task is allocated to the Consultant Program Manager to oversee and administer the program.

Deliverables:

The following deliverables will be provided as part of Task 1.1:

- *Schedule/work breakdown structure time allocation*

Task 1.2: Program Management Plan

The Program Management Plan will document the key program information required by the Consultant Program Team members to assist them in executing the program to meet the required objectives: on-time, on-budget, quality, and meeting the Owner's critical success factors. The key elements of the program plan are described as follows:

- The Program Charter will establish the program's goals, objectives, and critical success factors.
- Consultant Program Team members, roles, and responsibilities. This will also include the staffing plan (e.g., management, engineering, QA/QC).
- Scope of Services with work breakdown structure.
- Baseline Planned Value (PV) schedule to be used for Earned Value (EV) reporting.
- Program schedule in GANTT chart format. Schedule updates will be provided in monthly progress reports, if changes have been made and agreed upon by the Owner. The program schedule shall be developed in the most current version of Microsoft Project; it shall include meetings, workshops, and key deliverables. Dates for Owner-supplied information will also be provided.
- Program safety plan (for projects with field or construction work).
- Program budgets.
- Communications, outreach and education plans.
- Risk management plan.
- QA/QC plan.
- Program documentation plan and file structure.
- Change management process.
- Conflict resolution plan.

Deliverables:

The following deliverables will be provided as part of Task 1.2:

- *Program Management Plan (which includes the QA/QC plan)*
- *Progress reports*

Task 1.3: Program Controls and Reporting

Monthly invoices shall be prepared and submitted to the Owner in an approved format. Invoices shall be broken down by task, Prime Consultant, and Subconsultants and include the following:

- Total contract amount
- Detailed charges for the current invoice period, including employee names and hours worked by task.
- Total charges to date
- Earned value analysis and graph
- Previous billings
- Outstanding balance
- Current amount remaining
- Total amount due

The Consultant shall be responsible for the management of the Consultant and the Subconsultant Program Team's overall program controls, actively coordinating with the Owner's Program Manager to manage the following:

- Program costs
- Program schedule
- Document control

Monthly program status reports shall be prepared and submitted to the Owner, along with the monthly invoices. The reports shall include the following:

- A summary of services completed since the previous report.
- The current program schedule and budget status.
- Program issues and potential change logs.
- Milestones and/or deliverables scheduled in the coming month.

This task also includes periodic program review by the Consultant's management to ensure the program meets the Owner's critical success factors, is on schedule, and is within budget.

Deliverables:

The following deliverables shall be provided as part of Task 1.3:

- *Monthly invoices*
- *Monthly program status reports*

Task 1.4: Program Workshops

Workshops are to inform and obtain input from Program Team stakeholders. Workshops shall include the following:

- Kickoff workshop.
- Stakeholder workshops for key decisions.
- Milestone or gate review workshops.

Deliverables:

The following deliverables shall be provided as part of Task 1.4:

- Kickoff workshop notes and action items.
- Prepared agendas for each meeting.

- An ongoing log of decisions and conflict resolutions.
- Notes and action items from each workshop.

Task 1.5: Program Meetings

Program meetings include the key Program Team stakeholders and, as needed for the current topic, program stakeholders.

- Discuss ongoing issues and solutions.
- Owner and Consultant Management review meetings.
- Weekly Owner and Consultant Team meetings.

Deliverables:

The following deliverables shall be provided as part of Task 1.5:

- Prepared agendas for each meeting.
- An ongoing log of outstanding issues and decisions.

Task 1.6: Leadership Team Meetings

Leadership Team meetings, including the Owners and the Consultant Program Managers, Divisional Management, and possibly the CEO, provide a forum for the management of both the Owner and the Consultant Team to address key issues, make decisions, and resolve conflicts.

Deliverables:

The following deliverables shall be provided as part of Task 1.6:

- Prepared agendas for each meeting.
- An ongoing log of decisions and conflict resolutions.

- I. **Conceptual Variance:** In lieu of implementing orthophosphate for corrosion control treatment, Denver Water is applying for a variance which consists of the following elements:
- 1) Lead service line inventory – Denver Water does not own services lines from the point beyond the water main connection and therefore does not have detailed records of construction materials of the service lines. Using available records including original building construction, tap records, and historical data from main replacement work, Denver Water has developed a GIS-based inventory of estimated service connections in its service area. Each service line material type has been predicted based on an evolving model with a confidence level.
 - a) The Program Manager will take over responsibility to complete this inventory tool to be used throughout the program.
 - b) The Program Manager will utilize this model to develop all outreach efforts, lead removal filter distribution program and accelerated lead service line replacement program.
 - c) The Program Manager will continuously update the model for tracking of the overall program.
 - 2) Filter program – A key element of the variance is to provide lead removal filters and periodic replacement cartridges at dwellings with known or suspected lead service lines. Before the EPA and CDPHE issue a decision as to whether the variance proposal is approved, a pilot will be conducted to learn the best approaches to achieve distribution and customer utilization of lead removal filters. Information learned through the pilot and from other large-scale utilities will be used by the Program Manager and Denver Water to inform terms and conditions for the variance and develop the full-scale lead removal filter program for implementation post variance approval.
 - 3) Accelerated lead service line replacement program – Based on the priority list developed from lead service line inventory, 7% of the lead service lines will be fully replaced annually from the main to the first copper connection within the dwelling. Denver Water currently estimates that approximately 75,000 lead service lines remain in its service area. The Program Manager shall be responsible for all aspects of this work in coordination with Denver Water. The Program Manager shall develop the prioritized list to remove the highest priority service lines while achieving the most efficient construction and least impact to customers. This process should include field level evaluation to confirm lead service line material. This shall include evaluation of various delivery methods, procurement of all contracts, construction management, inspection, outreach and data collection. The annual plan shall be coordinated with the local jurisdiction paving program and other projects that could impact construction. Program Manager must follow and implement Denver Water procedures for customer outreach, education, flushing and use of lead removal filter for at least 6 months after construction.
 - 4) Corrosion Control Technology (CCT) – Begin CCT implementation March 20, 2020 - Support efforts in piloting of both pH and orthophosphate and developing and supporting the variance request process. Denver Water currently has internal and consulting experts working on the approach to this issue. The program manager should not expect to bring expertise in this area. This scope element is only included to ensure the program manager is up to date and coordinated with CCT progress. Upon approval of variance support operations staff in implementing CCT and coordination with CDPHE and EPA.
 - 5) Communications, outreach and education plans – The communications, outreach and education strategy will play a role in every element of the Lead Reduction Program and variance approval process, and individual plans will need to be developed for each component. The Program Manager will help organize and lead a public outreach program to educate and elicit feedback from Denver Water customers and other stakeholders on the proposed variance, including the Lead Reduction Program. Due to the different stakeholders and audiences that are part of each element, different strategies, techniques, goals and methods will be required. In addition, the Program Manager will

work with Denver Water and regional community networks to start the communications, outreach and education program in the spring of 2019 to support the lead removal filter program. Lessons learned from the filter distribution pilot program will be used to inform the communications, outreach and education programs that will go into effect in fall 2019. The Program Manager may also be asked to develop communications, outreach and education plans for implementation of the variance. This aspect of the variance will require extensive coordination with Denver Water's Public Affairs staff, as well as staff at EPA and CDPHE.

- 6) Continual Improvement – The Program Manager, Denver Water and CDPHE will meet every six months to study program results and identify potential improvements. Initial studies will include:
 - a) Lead levels from galvanized pipe in premise plumbing after removal of a lead service line.
 - b) Improved methods or technology to identify buried service line pipe material.
 - c) Optimization of corrosion control through additional pipe loop studies and observed and measured effectiveness of other corrosion control factors, both in the treatment plants and distribution system.
 - d) Communications, outreach and education program adjustments to improve program effectiveness.

II. Program Management Services

- 1) General Description - Consultant will provide program management services required for execution of the three Lead Reduction Program phases described below.

Denver Water intends to provide one employee (Denver Water Program Representative) to function as the manager of this Lead Reduction Program. The Denver Water Program Representative will interface with and serve as a sole point of contact for the Program Manager for the administration of the contract. The Denver Water Program Representative will also be responsible for providing directions to the Program Manager for execution of the Lead Reduction Program under the direction of the Denver Water Board of Commissioners and Executive Leadership team. The Program Manager will need to coordinate closely with other Denver Water staff, including:

- a) Public Affairs to coordinate public engagement and outreach efforts
- b) Finance to support overall program accounting and reporting, records and data coordination to capture completed work to fully document the Denver Water system
- c) Denver Water operations to ensure activities:
 - i) do not disrupt service to customers
 - ii) fully implement EPA and CDPHE approved variance;
 - iii) inspection of work; and
- d) Engineering to ensure that lead service lines are being replaced in accordance with Denver Water Engineering standards.

The Consultant will interface with the Denver Water Program Representative and serve as an extension of Denver Water staff. The Consultant will be flexible in providing resources as needed during the contract period including both adding and reducing staffing and contracted resources as needed. See **Figure 1** illustrating the key elements of the Program and Functional Responsibilities.

- 2) **Description of Services:** Consultant will integrate with the Denver Water Program Representative in preparing policies and procedures, facilitating cost control, facilitating overall program execution and implementation, developing, managing, and monitoring schedules, and preparing nominal performance reports. **Depending on the phase, services to be provided by Consultant may include the following:**

- a) Supporting implementation of a Program Management Plan for each phase of the Lead Reduction Program, including all steps, processes, and controls necessary to successfully manage the program;
- b) Supporting the Denver Water Program Representative;
- c) Managing program schedules;
- d) Conducting project management training for Consultant's staff and subcontractors;
- e) Preparing and updating policies and procedures manuals;
- f) Producing monitoring reports;
- g) Implementing and monitoring program cost controls;
- h) Managing quality assurance/quality control of programs;
- i) Preparing and presenting periodic status program and project reviews, including formal and informal milestones and performance metrics;
- j) Participating in stakeholder programs;
- k) Participating in external meetings with CDPHE and EPA staff and internal meetings with Denver Water staff;
- l) Management of accelerated Lead Service Line replacement program:
 - i) Development and procurement of subcontract(s) to remove and replace lead service lines, including procurement of all related construction and service line materials;
 - ii) Coordination with customers, including providing educational materials, flushing instructions, and lead removal filter instructions;
 - iii) Coordination with City Public Works Department to avoid conflict with City street paving schedule and to comply with all City required street cut permits;
 - iv) Coordination and management of subcontractors performing replacements;
 - v) Coordination with Denver Water staff for inspections;
- m) Management of lead service line inventory:
 - i) Accounting of replaced lead service lines;
 - ii) Tracking and updating of lead service line inventory;
- n) Management of lead removal filter program:
 - i) Procurement of lead removal filters and replacement cartridges;
 - ii) Distribution of replacement cartridges as deemed necessary by the manufacturer's guidelines;
 - iii) Communication, outreach and education regarding appropriate use of lead removal filters and replacement cartridges;
 - iv) Development of methods to improve use and acceptance of lead removal filters and replacement cartridges;
 - v) Survey of customer use and acceptance of lead removal filters.
- o) Community outreach and stakeholder engagement; and
- p) Creation and distribution of communications, outreach and education materials for all aspects of program.

III. **Phasing:** Denver Water is requesting proposals for services for program management services for assisting in the development of the proposed variance, implementing the pilot lead removal filter program, and if the variance is approved implementing the lead removal filter and accelerated LSL replacement programs. In addition, Denver Water is requesting proposals for the communications, outreach and education program to be implemented with the Program Management services. Ideally, the consultant can meet Denver Water's needs for both program management and the communications, outreach and education program. However, Denver Water reserves the right to award the Program Management services and communications, outreach and education program to separate consultants if it is in the best interests of Denver Water.

- 1) **Program Management Phases:** The Lead Reduction Program is planned to be executed in three phases and the Program Manager shall be capable of providing all services for all phases either through in-house staffing or subcontracting. Given the uncertainty of the final approved program, or even whether it will be approved by EPA and CDPHE, the Program Manager shall propose on the scope of services for the first phase only. Additional phases of work are anticipated to be negotiated and added to the initial contract while the first phase is being completed. The program management phases will consist of a pre-approval phase that will involve implementation and testing of pilot projects leading up to the approval pre-implementation phase and implementation phase.
 - a) Phase I - Pre-Approval Phase (Date of notice to proceed through variance approval anticipated October 15, 2019).
 - i) Attend technical staff meetings between Denver Water, EPA and CDPHE staff at least twice per month or more frequently as needed. Attend Denver Water, EPA, and CDPHE monthly leadership meetings as needed.
 - ii) Attend CDPHE stakeholder meetings as needed, but no more frequently than once per month. Meetings involve water and watershed/wastewater technical workgroups representing stakeholders throughout the South Platte River watershed.
 - iii) Review and provide input on technical documents, plans, and specifications pertaining to the Denver Water's variance and modification request, including pilot programs, communications, outreach and education materials, and documents required for implementation of lead reduction program upon variance approval.
 - iv) Manage and coordinate the potholing and filter pilot programs. Collect data and lessons learned in pilot programs to determine effectiveness, feasibility and inform development of a lead removal filter program involving distribution of lead removal filters and replacement cartridges to approximately 75,000 households.
 - v) Design data collection system to create lead service line inventory. The lead service line inventory will allow Denver Water to track all suspected and known lead service lines in Denver Water's service area and will be continually updated as lead service lines are identified and replaced.
 - vi) Develop plans and complete implementation documents for all the key elements of the variance so that they can be executed immediately upon approval. This shall include evaluation of approaches and delivery methods, including the development of procurement documents and processes to execute programs. Program Manager will be responsible for contracting all the elements of the full program during later phases.
 - vii) Denver Water is open to all delivery opportunities to ensure the goals of the program are met in the most customer centric and cost-effective manner. The Program Manager should have experience with multiple delivery methods and provide evaluation and alternatives delivering each element of the program.
 - b) Phase II - Implementation Services – Post variance approval through implementation (October 15, 2019, through April 21, 2020).
 - i) Execute procurement of program elements to achieve approval milestones, including lead removal filters, replacement cartridges, lead service line replacement and materials.
 - ii) Program Manager will be responsible for executing procurement processes to put contracts in place and begin execution and management of the contracts. The Program Manager shall hold all procurement contracts.
 - iii) Program Manager will be responsible for measuring the effectiveness of each element of the variance and making improvements as allowed within the variance to reach the regulatory requirements of the variance.

- iv) Continue to update Denver Water lead service line inventory.
- c) Phase III - Program Sustainment Services (April 21, 2020, through April 21, 2025).
 - i) Manage contracts established through implementation phase and renew or modify as required through the duration of the contract.
 - ii) Program Manager shall also learn from each year's program and re-evaluate delivery method to continually improve performance of the Program.
 - iii) Report on status of overall program and continuously improve the processes in conjunction with CDPHE and EPA.
 - iv) Continue to update Denver Water lead service line inventory.
- 2) **Communications, outreach and education phases:** Similar to the Program management phase, the communications, outreach and education portion of the Lead Reduction Program is planned to be executed in three phases and the Program Manager shall be capable of providing all services for all phases either through in-house staffing or subcontracting. Since the program will be subject to approval by EPA and CDPHE the Program Manager shall propose on the scope of services for the first phase only. Additional phases of work are anticipated to be negotiated and added to the initial contract while the first phase is being completed. The communications, outreach and education phases will require that the Program Manager design communications, outreach and education materials, lead a broad outreach effort, and elicit customer input. Phase II will involve design and implementation of a program consistent with an EPA and CDPHE approved variance, and Phase III will involve implementation and maintenance of the communications, outreach and education program for the variance.
 - a) Phase I – Public outreach program to seek public feedback on proposed variance (Date of notice to proceed through variance approval anticipated October 15, 2019).
 - i) Consultant will organize and lead a public communications, outreach and education plan regarding the proposed variance, and elicit public feedback from individual customers, community organizations, and stakeholders, including local public health agencies, medical professionals and practice groups, and governmental organizations.
 - ii) Consultant will prepare communications, outreach and education materials for Denver Water customers for the filter pilot program with the goals of achieving general awareness of lead issues and targeted effort to maximize adoption of the lead removal filter program. The plan shall include continuous effort to maintain and improve effectiveness of program adoption.
 - iii) Consultant will coordinate and obtain Denver Water review and approval of all communications, outreach and education materials. Program Manager will immediately engage in the approval process in order to develop communication, outreach and education plans in parallel with the approval process in order to allow implementation to occur as soon as approval is reached. Program Manager will coordinate with Denver Water Public Affairs staff to ensure these efforts align with overall Denver Water communications strategy and branding. Program Manager will need to develop new tools as necessary and use existing Denver Water tools, such as websites and existing communication forums.
 - b) Phase II -- Implementation Services – Post Variance Approval through Implementation (October 15, 2019 through April 21, 2020).
 - i) Consultant will prepare and distribute communications, outreach and education materials for Denver Water customers for implementation of all aspects of the variance including distribution of filters and replacement cartridges, accelerated lead service line replacement,

- sampling and monitoring requirements, and implementation of a pH/Alkalinity corrosion control adjustment to Denver Water's system.
 - ii) Accelerated LSL replacement program launch- Program Manager will prepare and implement a targeted outreach plan for customers scheduled for accelerated LSL replacement. This plan shall include coordination with impacted customers and stakeholders impacted by the work.
 - iii) Consultant will launch customer interactive tool for viewing estimated location of lead service lines in Denver Water's service area.
- c) Phase III -- Program Sustainment Services (April 21, 2020 through April 21, 2025).
- i) Consultant will distribute and update communications, outreach and education materials for DW customers for implementation of all aspects of the variance including distribution of lead removal filters and replacement cartridges, accelerated lead service line replacement, sampling and monitoring requirements, and implementation of a pH/Alkalinity corrosion control adjustment to DW's system.
 - ii) Consultant will update interactive tool for viewing estimated location of lead service lines in Denver Water's service area as lead service lines are replaced.
- d) General Requirements for communications, outreach and education program manager:
- i) Effective communication will be a significant factor for success in each aspect of the lead program. The Program Manager will ensure all program elements and efforts are coordinated with Denver Water Public Affairs staff to stay aligned with branding and organization communication strategies.
 - ii) The communications, outreach and education plan must be developed in collaboration with Denver Water, CDPHE and EPA and will continue to evolve through each phase. Program Manager will be involved in this collaboration and develop the final plan for implementation. Known requirements are defined as follows:
 - 1) Comply with CDPHE Tier II Public Notification Requirements (all ten requirements).
 - 2) Develop and incorporate key messages and talking points for Denver Water, CDPHE, EPA and stakeholders.
 - 3) Develop internal and external communication tools.
 - 4) Develop subject matter to be conveyed in Spanish and English, including LSL identification, corrosion control treatment, lead removal filters for homes with known or projected LSLs based upon best available information, accelerated LSL replacement and actions people can take to protect their health.
 - 5) Using all forms of media and outreach (including but not limited to mail, newspaper, TV, radio, website, social media, townhall meetings, community organizations, local health departments) to inform customers (including Denver Water distributors) of planned lead reduction program.
 - 6) Support staff training.
 - 7) Meet with internal Denver Water staff to discuss communication needs, develop training, implement training.
 - 8) Develop content for webpage on denverwater.org.
 - 9) Develop initial briefings with regulators, elected officials, and utility managers.
 - 10) Create lists of special audiences per anticipated impacts of each potential treatment method (i.e. industrial/commercial customers).

References/Attachments

- Figure 1 – Denver Water Lead Program Function Responsibilities
- Figure 2 – Denver Water Lead Program Phases
- Standard Denver Water Contract Template
- CDPHE OCCT Webpage: <https://www.colorado.gov/pacific/cdphe/lead-dw-treatment>
- Denver Water Lead page: <https://www.denverwater.org/lead>
- Denver Water Design Standards:
<https://www.denverwater.org/contractors/construction-information/design-standards>
- Denver Water Operating Rules:
<https://www.denverwater.org/about-us/how-we-operate/operating-rules>

Proposal Requirements

The proposal shall outline the Consultant's Scope of Services, which shall include, at a minimum, the criteria set forth within this RFP and the Consultant's general approach to administer and complete Phase 1 of the program. A detailed program approach assists the Owner in understanding the Consultant's comprehension of the program and the opportunities and constraints that a program of this complexity may contain. At a minimum, the Proposal shall include the following:

- A cover letter of no more than 1 page.
- Section 1 - Program Team and Organization Chart. List the people that would work on Phase 1 of the program and a 1-2 paragraph description of their relevant experience. Also include your approach to staffing for phase 2 and 3. This does not need to include specific individuals to be assigned but should demonstrate the consultant's ability to resource the total program appropriately. Anticipate about 3-4 pages.
- Section 2 – Firm/Team Experience. 2-3 pages. Include a written statement regarding the Consultant's eligibility to perform the work without a conflict of interest.
- Section 3 - Program Approach. This includes any unique solutions and clearly identifying assumptions. Include a simple schedule to show when possible deliverables will be available. We anticipate no more than 5 pages for this portion of the proposal.
- Appendix A - Tailored 2-page resumes, including programs similar in nature and complexity shall be provided for key personnel shown within the program organization chart. Key personnel proposed for the program shall remain available for the entirety of the program. A change of program personnel will only be permitted in extreme circumstances and may be subject to a monetary penalty.
- Appendix B - A manpower labor estimate (work breakdown structure) by labor type/hours for the work included in phase 1 provided under *Scope of Services*. Include the corresponding hourly rates (an 11-inch by 17-inch format for the work breakdown structure is acceptable).
- A MWBE goal has not been set for this Work. However, the consultant is encouraged to use MWBE partners and will be expected to develop delivery methods for the program elements that will achieve MWBE goals. More information on the Owner's MWBE Program can be found online: <http://www.denverwater.org/>.

Selection Criteria

The Owner will review the Proposals, possibly hold interviews, and select the proposer that can execute all phases of the program. Evaluation of pricing of phase 1 will be based on best value while considering the following criteria:

Criteria	Standard	Weighting Factor
Program Personnel Qualifications	Do the assigned personnel have the skills and experience to provide a detailed and complete study? Do the personnel have firsthand experience in this type of work?	4
Firm Qualifications	Does the firm have the appropriate support capabilities to meet the demands of the program? Has the firm done previous programs of this type of scope?	3
Proposed Approach, Program Plan, and Schedule	Does the proposal show an understanding of the program objectives and the results desired from the program?	2
Cost and Work Hours	Do the work hours presented accurately reflect the level of effort required to complete the program?	1

The scale of the criteria is from 1 to 10; 1 is a poor rating, 5 is an average rating, and 10 is an outstanding rating. Criteria will be multiplied by the associated weight to give a weighted criteria score. The weighted criteria scores will be summed for a cumulative score. The maximum possible cumulative score is 100.

Proposal Submittal

Selection of a Consultant will be based on the selection criteria previously described. The Proposal shall address each component of the selection criteria.

Costs associated with Proposal preparation, pre-proposal meeting attendance, interview attendance, etc. shall be borne entirely by the proposing Consultant. Proposal information will become the property of the Owner.

- **Proprietary or Confidential Information:**

- Proposers acknowledge that Denver Water may be required to disclose any or all the documents submitted with a Proposal, pursuant to the Colorado Open Records Act, C.R.S. § 24-72-201.1, et seq. Under C.R.S. § 24-72-204(3)(a)(IV), Denver Water may deny inspection of any confidential commercial or financial information furnished to Denver Water by an outside party. Therefore, a Proposer must clearly designate any documents submitted with its Proposal that the Proposer deems proprietary or confidential, to aid Denver Water in determining what must be disclosed in response to a request for documents under the Colorado Open Records Act.
- The Proposer’s designation of material to be redacted must be reasonable or it will not be honored. For example, a Proposer may not designate the entire Proposal to be confidential and proprietary.

Six hardcopies and one electronic copy (a pdf on a CD or flash drive) of the Consultant's Proposal shall be submitted by 4:00 PM, local time, on April 15, 2019 to Alexis Woodrow, Program Manager, Denver Water, 1600 West 12th Avenue, Denver, Colorado 80204. Please contact Alexis Woodrow at Alexis.Woodrow@denverwater.org or (303)-634-3518 with questions regarding this request. In addition, submit one hardcopy of the Consultant's Proposal with intellectual or proprietary property redacted.

Figure 1 - Denver Water Lead Program Functional Responsibilities

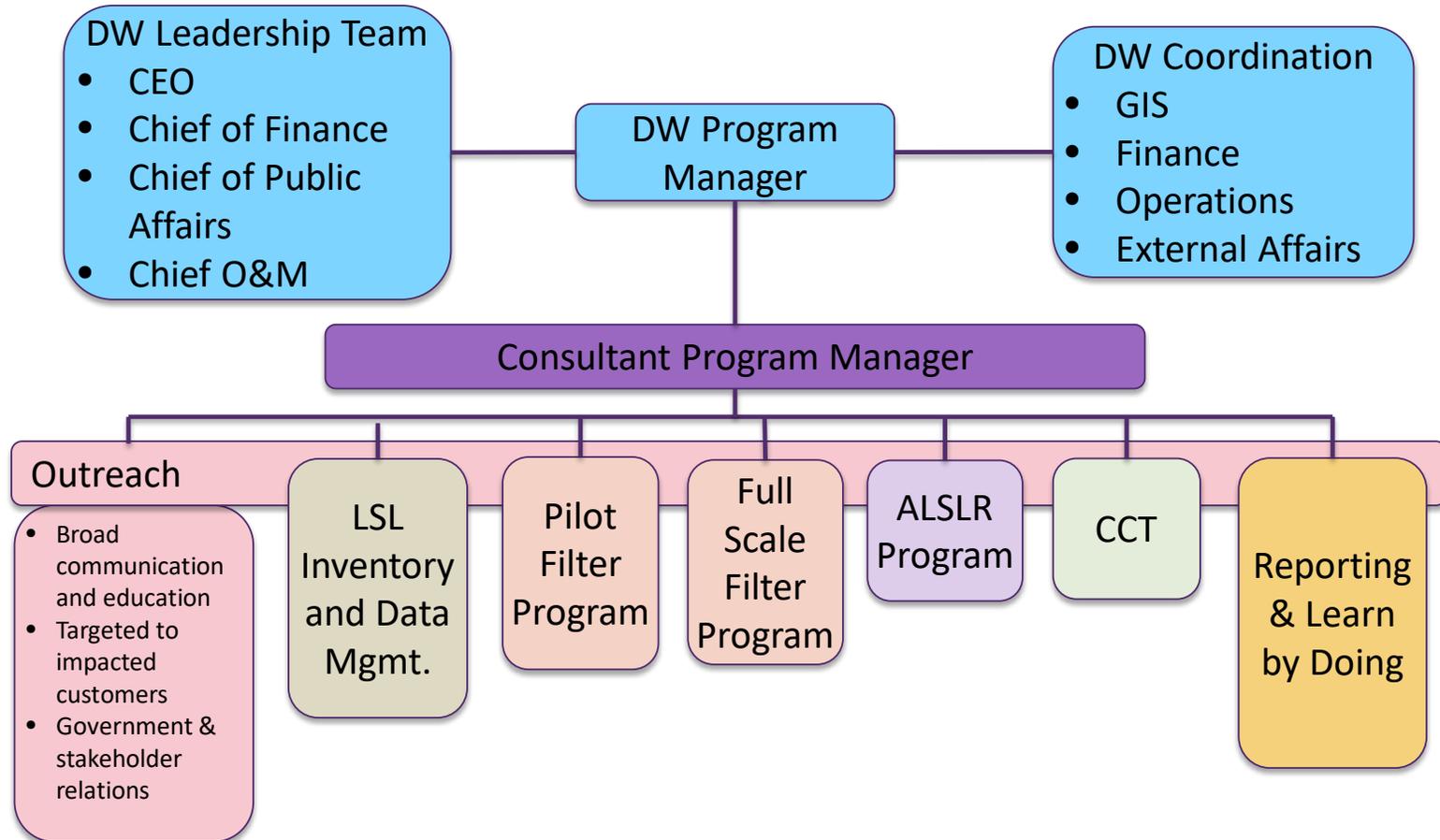
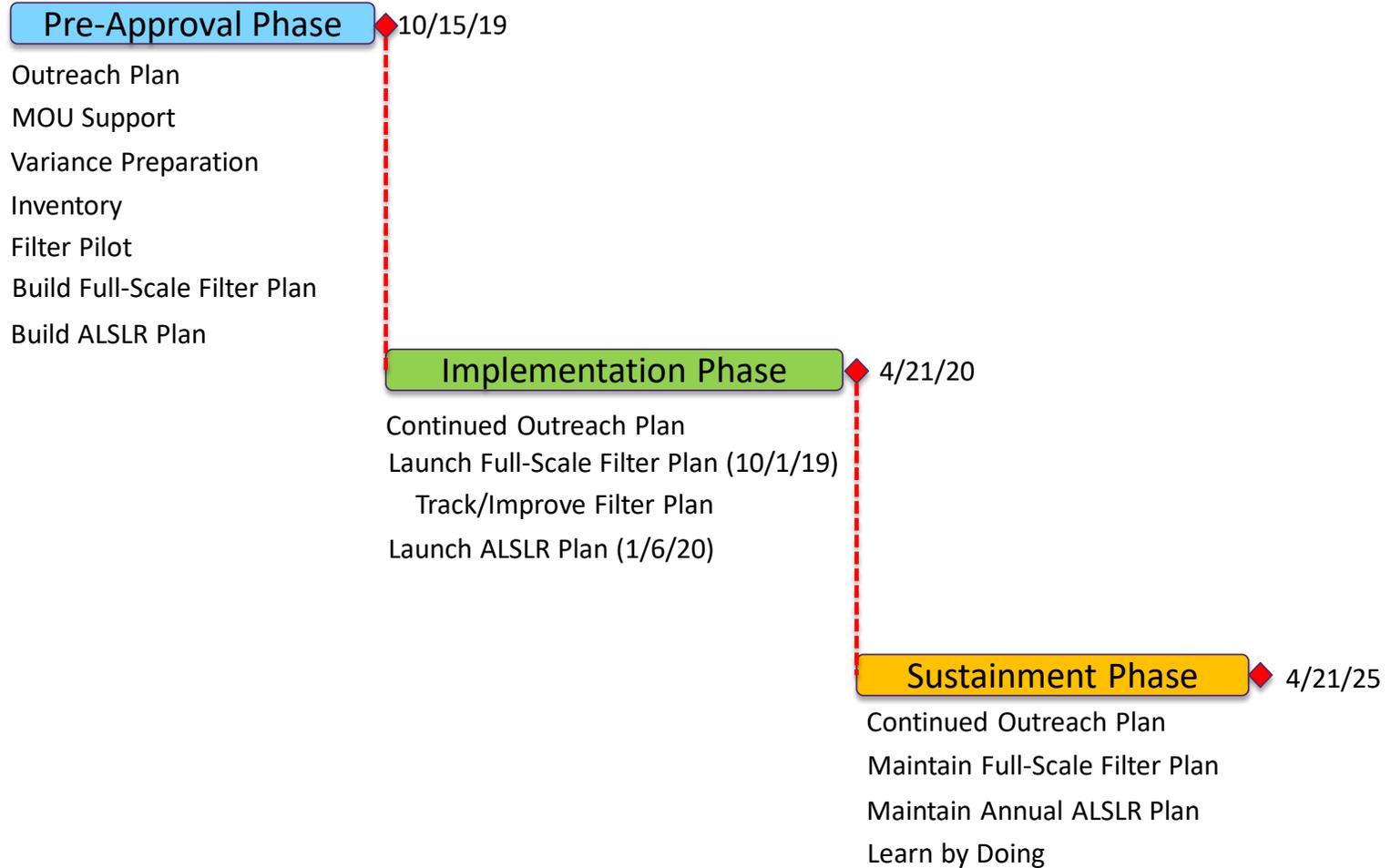


Figure 2 - Denver Water Lead Program Phases



Task 1.1 **This form may be used for most contracts. "Consultant" may be changed to "Contractor" throughout.**

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into between the CITY AND COUNTY OF DENVER, acting by and through its BOARD OF WATER COMMISSIONERS ("Board"), a municipal corporation of the State of Colorado whose address is 1600 W. 12th Avenue, Denver, Colorado 80204, and **Verify the correct legal name of the Consultant and insert here** ("Consultant"), whose address is **Insert Consultant's address**. The Board and the Consultant agree as follows:

1. Scope of Work. The Consultant agrees to provide work to the Board in accordance with Exhibit A, attached and incorporated (the "Work"). The Work specifically includes any and all deliverables provided to the Board under this Agreement. Generally, the Consultant will **insert description of the work the Consultant will perform**.

2. Notice to Proceed. **DELETE THIS PARAGRAPH IF DENVER WATER WILL NOT ISSUE A NOTICE TO PROCEED, WHICH NOTIFIES THE CONSULTANT THAT IT MAY BEGIN THE WORK**. The Board will issue a Notice to Proceed with the required Work after the effective date of this Agreement and after the Board has received satisfactory certificates of insurance as required in this Agreement, whichever is later.

3. Time of Commencement and Completion of Work. **DENVER WATER MAY ADD MILESTONES FOR THE PROJECT TO THIS PARAGRAPH OR REFERENCE MILESTONES IN AN ATTACHMENT**. The Board shall not dictate times of performance of the Work, except that the Consultant shall commence the Work as soon as necessary after receipt of a Notice to Proceed, if required by this Agreement, or else after the effective date of this Agreement. The Consultant shall complete the Work no later than **insert date by which Work must be completed**. The Consultant and the Board must agree upon any extensions of the completion date in a written amendment.

4. Consultant Responsibility. The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all studies, reports and other Work performed under this Agreement. The Consultant is responsible for providing the materials, equipment, training and tools necessary for performance of the Work. The Consultant represents that all Work performed under this Agreement shall be performed with the usual thoroughness and competence and in accordance with the standards of care of the Consultant's profession prevailing in Colorado. Without additional compensation, and without limiting the Board's remedies, the Consultant shall promptly remedy and correct any errors, omissions or other deficiencies in the Work not meeting that standard of care, including any breaches of the representations in this Agreement.

5. Confidentiality of Information. **IF THE CONSULTANT NON-DISCLOSURE TERMS AND CONDITIONS WILL BE ATTACHED AS AN EXHIBIT, USE THE FOLLOWING LANGUAGE FOR THIS PARAGRAPH**: The Non-Disclosure Terms and Conditions attached as Exhibit ___ are incorporated into this Agreement. **IF THE CONSULTANT NON-DISCLOSURE TERMS AND CONDITIONS WILL NOT BE ATTACHED, USE THE FOLLOWING LANGUAGE FOR THIS PARAGRAPH**: The Consultant shall retain in

strictest confidence all information furnished by the Board and the results of any reports or studies conducted as a result of this Agreement, along with all supporting work papers and any other substantiating documents. The Consultant shall not disclose such information to others without the prior written consent of the Board, except as required by law.

6. **Ownership of Work Product. DELETE THIS SECTION ENTIRELY IF THE AGREEMENT INVOLVES PHYSICAL WORK (SUCH AS INSTALLATION OR MAINTENANCE) AND NO INTELLECTUAL WORK PRODUCT OR DESIGN.**

- a. All printed material, original works of authorship, electronic documents and intellectual property produced, invented, reduced to practice, or created as a result of Work performed under this Agreement (the "Creations") (with the exception of any intellectual property rights contained therein, owned or created by the Consultant prior to the effective date of this Agreement ("Prior Works")) shall be the sole property of the Board and may not be used, sold, licensed or disposed of in any manner without prior written approval of the Board. To the maximum extent permitted by applicable law, all Creations shall be deemed works made for hire under the United States copyright laws, and all right, title, and interest in and to such work product shall vest automatically in the Board. Consultant hereby assigns and irrevocably agrees to assign in the future (when any such Creations are first reduced to practice or first fixed in a tangible medium, as applicable) to the Board all right, title and interest in and to any and all such Creations, including, without limitation, all related intellectual property rights (as to copyright, to the extent such Creations are held not to be works made for hire under applicable law). All such Creations shall be turned over to the Board upon completion of the Work. For custom-developed software, the Board shall be provided a copy of the source code.
- b. Consultant agrees not to use, and hereby represents that Consultant has not used, in the course of the performance of the Work any Prior Works, unless such Prior Works are first disclosed in writing to the Board, and the Board consents in writing to the use of the Prior Works, and Consultant grants a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to make, have made, modify, create derivative works of, copy, publicly display, use, sell and distribute such Prior Works as incorporated in the Work. Consultant further agrees that it shall not use or incorporate any third party works, third party inventions or open source software in the Work without prior disclosure to the Board, without provision of a valid license providing the Board with all rights necessary to use such as used or incorporated in the Work, and without approval from the Board.
- c. Consultant represents that all studies, reports and other Work performed under this Agreement are original or a license to the same has been obtained for the Board as required in this section, will perform for the purpose intended, contain no infringing intellectual property, and contain no material defects, and, if software, contain no malware or undisclosed means of access. The Consultant may retain one copy of all documents prepared under this Agreement. Any reuse of the Consultant's work product for any use other than as contemplated by this Agreement shall be at the Board's sole risk.

7. Compensation and Invoicing. The Board shall compensate the Consultant for Work performed under this Agreement as described in this paragraph. The compensation for the Consultant provided by this Agreement is entire and complete. The Consultant has not received and will not receive any other compensation in connection with this Agreement. The Consultant warrants that it has not paid or promised to pay any compensation to anyone (except Board-approved subcontractors and the Consultant's officers and employees) in order to obtain this Agreement.

- a. The Consultant will be paid an hourly rate that includes labor, payroll, all overhead expenses, and profit. Overhead expenses include charges for clerical, administrative, accounting, legal, and computer personnel and may not be billed separately. The hours billed by the Consultant shall not exceed hours actually worked on the Work, as shown in the Consultant's timekeeping records, and shall be limited to the hours actually paid to the employee for the Work. The following chart identifies the particular persons or classes of persons who will perform Work under this Agreement and the hourly rate for each. The Consultant shall not bill the Board for persons or classes of persons not listed below or at hourly rates different from those specified below.

Insert hourly rates for persons who will perform Work under this Agreement and names of those persons if appropriate.

- b. The Consultant shall provide invoices each month for Work accomplished through the last day of the preceding month. The Consultant's invoices shall include a description of the Work performed by and the hours worked by each person for the billing period. The Consultant must submit documentation supporting the charges in the invoice, which must be consistent with this Agreement, and must include the contract number of this Agreement on each invoice.

- a. Upon completion of the Work, the Consultant will be paid a lump sum not to exceed \$**Insert lump sum amount.**

- b. The Consultant shall provide an invoice upon completion of the Work. The Consultant must submit documentation supporting the charges in the invoice, which must be consistent with this Agreement, and must include the contract number of this Agreement on each invoice.

- a. The Consultant will be paid the respective amount listed below upon completion of each work product described.

Insert list of work products and amount to be paid for each

- b. The Consultant shall provide an invoice upon completion of each work product. The Consultant must submit documentation supporting the charges in the invoice, which must be consistent with this Agreement, and must include the contract number of this Agreement on each invoice.
- c. The total compensation under this Agreement shall not exceed \$**Insert not-to-exceed amount**. There are no reimbursable costs associated with this Agreement.
- c. The Consultant will be paid for the following out-of-pocket costs, as long as they are approved in advance by the Board:

Insert those reimbursable costs that will be paid in addition to the hourly rate. Approved costs should not include more than the following: travel expenses; long distance telephone calls; postage; faxes; express delivery services; printing and reproduction; photocopying; materials specified in the Agreement; and subcontracted work.

The Consultant shall bill for the out-of-pocket costs listed above at actual costs without markup. For any out-of-pocket costs that exceed \$200.00, **this amount may need to be adjusted based on the size of the contract** the Consultant shall provide a copy of the underlying invoice, travel voucher or other document supporting the out-of-pocket cost.

REMOVE THIS PARAGRAPH IF THE AGREEMENT IS NOT REQUIRED TO STATE A TOTAL CONTRACT AMOUNT:

- d. The total compensation under this Agreement, including out-of-pocket costs, shall not exceed \$**Insert not-to-exceed amount**.
8. Payment. Payments shall be based upon the Consultant's verified progress in completing the Work. Unless the Consultant has not properly performed the Work, invoices will be paid within thirty (30) days of receipt. The Board has the right to refuse to pay all or a portion of an invoice that is inconsistent with this Agreement; all undisputed portions of the invoice shall be paid. The Board may delay payment until it can verify the accuracy of the invoice, obtain releases or waivers with respect to Work covered in the invoice (and with respect to Colo. Rev. Stat. Article 26 of Title 38 if applicable), or resolve a dispute with the Consultant regarding an invoice. **The Board will not issue payments unless the Consultant has current insurance coverage in accordance with this Agreement.** Checks shall be made payable to the trade or business of the Consultant.
9. Records and Audits. The Consultant shall at all times maintain a system of accounting records in accordance with its normal procedures, together with supporting documentation for all Work, purchases, and billings under this Agreement. The Consultant shall retain all such accounting records and documentation for at least two (2) years after final payment. The Board has the right to audit the accounting records and documentation of Consultant related to the Work at any time during the period of this Agreement and for two (2)

years after final payment. The Consultant shall refund to the Board any charges determined by the Board's audit to be inconsistent with this Agreement.

10. Changes in Work. The Board has the right to order additions, deletions, or changes in the Work at any time, so long as such changes are within the general scope of Work covered by this Agreement. Requests for material changes in the Work may be made by the Board orally or in writing; however, oral requests shall be confirmed by a written request within ten (10) business days after the oral request. If the Board directs the Consultant to proceed with a material change, the Consultant shall be paid for the change as agreed to by the parties.

11. Independent Contractor.

- a. The Consultant is customarily engaged in an independent trade, occupation, profession or business related to the Work, and nothing in this Agreement requires the Consultant to work exclusively for the Board during the term of the Agreement.
- b. Nothing in this Agreement shall be construed to establish the Consultant as an agent or employee of the Board for any purpose. The Consultant and its employees, agents, and subcontractors shall in no way represent themselves to third parties as agents or employees of the Board in performance of the Work.
- c. The Board shall not oversee the Work of the Consultant or instruct the Consultant on how or when to perform the Work, except that the Board and the Consultant have agreed to a completion date for the Work. The Consultant shall in all respects be an independent contractor of the Board in its performance of the Work.
- d. THE CONSULTANT ACKNOWLEDGES THAT IT IS NOT ENTITLED TO UNEMPLOYMENT INSURANCE OR WORKERS' COMPENSATION BENEFITS AS A RESULT OF PERFORMANCE OF THE WORK FOR THE BOARD.
- e. THE CONSULTANT ACKNOWLEDGES THAT IT IS OBLIGATED AND SOLELY LIABLE TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO THIS AGREEMENT, WHICH MAY INCLUDE FEDERAL AND STATE INCOME AND WITHHOLDING TAXES, UNEMPLOYMENT TAXES, FICA TAXES AND WORKERS' COMPENSATION PAYMENTS AND PREMIUMS APPLICABLE TO THIS AGREEMENT OR ANY WORK PROVIDED. THE CONSULTANT SHALL INDEMNIFY THE BOARD FOR ANY LIABILITY RESULTING FROM NONPAYMENT OF THE CONSULTANT'S OBLIGATIONS UNDER THIS PARAGRAPH.

12. Insurance.

PLEASE READ THIS CAREFULLY. THE CONSULTANT WILL NOT BE PAID UNLESS THE FOLLOWING INSURANCE REQUIREMENTS ARE MET.

The Consultant shall maintain the following insurance in full force and effect during the full term of this Agreement. The Consultant shall provide to the Board certificates of insurance (and renewals thereof) demonstrating that the following insurance requirements have been met.

(REFER TO <http://inflow.denverwater.org/r/Documents/Insurance%20Matrix.pdf> IN MAKING THE FOLLOWING SELECTIONS.)

- a. Commercial General Liability Insurance:
DELETE THIS PROVISION IF: THE CONSULTANT DOES NOT ROUTINELY MAINTAIN THIS TYPE OF INSURANCE; AND, THE WORK IS LOW-RISK ACTIVITY SUCH AS COMPUTER MODELING OR DRAFTING; AND, THE WORK IS PERFORMED IN THE CONSULTANT'S OWN WORKPLACE. IF THE AGREEMENT INVOLVES PHYSICAL WORK (SUCH AS INSTALLATION OR MAINTENANCE), DO NOT DELETE THIS PROVISION. IF THE WORK CONSISTS OF HAZARDOUS ACTIVITY SUCH AS WORKING IN TREATMENT PLANTS OR DAMS, A HIGHER AMOUNT IS LIKELY APPROPRIATE.
Commercial general liability insurance with limits not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage. Such insurance shall include the City and County of Denver, acting by and through its Board of Water Commissioners, as additional insured and shall be primary and non-contributing with respect to any insurance or self-insurance program of the Board.

- b. Automobile Liability Insurance:
Consultant shall maintain automobile liability insurance as required by Colorado law. The Board does not require a certificate of insurance unless this subparagraph (b) requires insurance that exceeds the statutory requirements.

INCLUDE THE FOLLOWING PARAGRAPH ONLY IF CONSULTANT WILL DRIVE BOARD VEHICLES, IF THE CONSULTANT WILL DRIVE FREQUENTLY OR LONG DISTANCES FOR THE WORK, IF THE DRIVING WILL INVOLVE HAZARDOUS OR VALUABLE MATERIALS OR EQUIPMENT, OR IF THERE ARE OTHER HIGH-RISK CONCERNS.
In addition to the statutory requirements, Consultant shall maintain automobile liability insurance with limits not less than \$1,000,000 each accident for owned, non-owned and hired vehicles used in the performance of Work under this Agreement.

INCLUDE THE FOLLOWING PARAGRAPH ONLY IF CONSULTANT WILL DRIVE BOARD VEHICLES.
Furthermore, Consultant shall extend coverage for non-owned vehicles with liability limits not less than \$1,000,000 each accident.

- c. Professional Liability Insurance:
DELETE THIS PROVISION IF THE CONSULTANT'S SERVICES DO NOT

CONSIST OF ENGINEERING, ARCHITECTURAL, LEGAL OR OTHER PROFESSIONAL WORK. THE MINIMUM COVERAGE MAY BE INCREASED BASED ON DENVER WATER'S INSURANCE MATRIX. IF ERRORS MADE BY THE CONSULTANT IN PERFORMANCE OF PROFESSIONAL WORK WOULD BE VERY DAMAGING TO DENVER WATER, A HIGHER AMOUNT IS LIKELY APPROPRIATE.

Professional liability insurance with limits not less than \$1,000,000 per claim covering all licensed professionals performing Work under this Agreement.

d. Workers' Compensation Insurance:

DELETE THE TWO ALTERNATIVES BELOW THAT DO NOT APPLY.

ALTERNATIVE 1:

The Consultant is located in Colorado and maintains workers' compensation insurance, as required under the laws of the State of Colorado. IF THE CONSULTANT IS A COLORADO SOLE PROPRIETOR WITH EMPLOYEES, SELECT THIS ALTERNATIVE.

ALTERNATIVE 2:

The Consultant is located in Colorado and does not maintain workers' compensation insurance because either the Consultant has rejected such coverage by waiver pursuant to C.R.S. § 8-41-202 or the Consultant is a sole proprietor without employees and is not performing construction work under this Agreement. If the Consultant has waived coverage as described above, the Consultant will provide the Board with evidence of its waiver along with the other certificates of insurance. IF THE CONSULTANT IS A SOLE PROPRIETOR WITHOUT EMPLOYEES, SELECT THIS ALTERNATIVE. HOWEVER, IF THE CONSULTANT ALSO IS DOING CONSTRUCTION WORK, DENVER WATER REQUIRES EVIDENCE OF WORKERS' COMPENSATION INSURANCE (CHOOSE ALTERNATIVE 1 ABOVE) OR WAIVER (CHOOSE ALTERNATIVE 2). CONSTRUCTION WORK IS DEFINED IN C.R.S. § 8-41-404(5)(b); THE DENVER WATER REPRESENTATIVE SHOULD CONSULT WITH THE LEGAL DIVISION TO DETERMINE WHETHER THE WORK MEETS THIS DEFINITION.

ALTERNATIVE 3:

The Consultant is located outside of Colorado and does not maintain workers' compensation insurance effective in Colorado. The Consultant warrants that during the term of this Agreement it will not hire employees in Colorado or transfer employees to Colorado without maintaining workers' compensation insurance, as required by Colorado law, in full force and effect during the full term of this Agreement.

e. Other Requirements:

- 1) The Consultant's insurers shall maintain an A.M. Best rating of A-, VII or better.
 - 2) All self-insured retentions or deductibles must be declared and acceptable to the Board.
 - 3) Thirty (30) days' advance written notice of cancellation shall be provided to the Board, except for ten (10) days' advance written notice in the event of cancellation due to non-payment of premium.
- f. The Consultant shall provide copies of insurance policies upon request of the Board and in redacted form if necessary, to protect confidential information.
- g. The Board reserves discretion to accept alternative types of insurance.

13. Computer and Telecommunications Security. **IF THE CONSULTANT WILL NOT HAVE ACCESS TO DENVER WATER COMPUTERS OR TELECOMMUNICATIONS, PLEASE DELETE THIS PARAGRAPH AND APPENDIX 1.** The Consultant acknowledges that he, she, or an employee, subcontractor, or agent of the Consultant may have access to and use of the Board's computer or telecommunication resources to fulfill the terms of this Agreement. The Consultant agrees that he, she or any of the Consultant's employees or agents who use such resources will abide by the Board's policies and guidelines governing the use of these resources and will comply with the provisions of Appendix 1, entitled "Use of Denver Water Board Computer and Telecommunications Resources," attached and incorporated.

14. Compliance with Laws. In performing this Agreement, the Consultant shall comply with all applicable laws, rules, and regulations, including, but not limited to, the Colorado Workers' Compensation Act and federal and state tax laws. The Consultant certifies that it has complied, and during the term of this Agreement will continue to comply, with the Immigration Reform and Control Act of 1986.

The signature of the Consultant on this Agreement: (1) certifies that the Consultant is not a natural person unlawfully present in the United States; and (2) also certifies the statements below *if this is a public contract for services as defined in Colo. Rev. Stat. § 8-17.5-101, et seq., and the Consultant utilizes subcontractors or employees in the Consultant's business.*

- a. The Consultant shall not:
- 1) Knowingly employ or contract with an illegal alien to perform work under this Agreement; or
 - 2) Enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- b. The Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the e-verify program or the department program (as defined in Colo. Rev. Stat. § 8-17.5-101, et seq.).

The Consultant may not use either the e-verify program or the department program procedures to undertake preemployment screening of job applicants while this Agreement is being performed.

- c. If the Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Consultant shall:
 - 1) Notify the subcontractor and the Board within three days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - 2) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to sub-subparagraph 1) of this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- d. The Consultant shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to state law.
- e. The Consultant acknowledges that in the event the Consultant violates any of the provisions of the foregoing subparagraphs a – d, the Board may terminate this Agreement for breach of contract. If this Agreement is so terminated, the Consultant shall be liable for actual and consequential damages to the Board.

15. Safety and Security. The Consultant must comply with applicable safety and occupational health standards, specifications, reporting, and any other relevant requirements. The Consultant also must check in with the Board's Security personnel at each location, where applicable; display appropriate identification at all times while on the Board's premises; and notify the Board's Security personnel in writing in advance of any anticipated third-party deliveries with the name of the delivery person and the approximate time of arrival.

16. Personnel Screening.

Instructions for Denver Water's completion of this section:

1. **Denver Water should choose the applicable alternative(s) below and applicable forms at the end of this template if the Consultant will be providing one or more of the services described. For work at critical Denver Water facilities, such as water treatment plants, pump stations, dams, etc., consult with the manager of the facility to determine if personnel screening is required.**

2. If any of the requirements below should apply to subcontractors as well, please work with the Legal Division to add appropriate language.
3. If the Consultant is a company, and the individual owner of the company will be doing the work in addition to any employees (Alternative A), Alternative B also may be applicable. Please work with the Legal Division to determine the necessary requirements.
4. DENVER WATER SHOULD DELETE THE ALTERNATIVES THAT DO NOT APPLY, THE FORMS AT THE END OF THIS TEMPLATE THAT DO NOT APPLY, AND THE HIGHLIGHTED PORTIONS.
5. If none of the alternatives below applies to the Consultant's scope of work, everything in this section should be deleted except the Personnel Screening heading above, which should have "Not Applicable" written next to it. Also delete the forms at the end of this template that are related to this section.
6. For questions about which provisions apply or for additional background screening due to special circumstances, please contact the Manager of Safety & Security.
7. IF THE CONSULTANT IS AN INDIVIDUAL, ANY REQUIRED PERSONNEL SCREENING MUST BE COMPLETED PRIOR TO EXECUTION OF THIS AGREEMENT.

OPERATING A DENVER WATER VEHICLE

ALTERNATIVE A: IF ANY EMPLOYEE OR AGENT OF THE CONSULTANT WILL BE OPERATING A DENVER WATER VEHICLE:

At least five (5) working days before assigning an employee or agent to operate a Board vehicle under this Agreement, the Consultant will submit the employee's or agent's name to the Board and certify on the Board-provided Certification of Personnel Screening form that the employee or agent has a valid Colorado driver's license and a satisfactory driving record, defined as having no more than six (6) points on his/her driving record in the three (3) years prior to the assignment. The Board reserves the right to direct the Consultant to assign another employee or agent, meeting the requirements of this paragraph, to perform the Work if the Board determines during the term of the Agreement that the assigned employee or agent no longer has a valid Colorado driver's license or satisfactory driving record.

ALTERNATIVE B: IF THE CONSULTANT IS AN INDIVIDUAL WHO WILL BE OPERATING A DENVER WATER VEHICLE, CHOOSE THIS ALTERNATIVE. THE AGREEMENT MAY NOT BE FULLY EXECUTED UNTIL SAFETY & SECURITY HAS APPROVED THE DRIVER'S LICENSE AND DRIVING RECORD.

As a precondition to entering this Agreement, the Board determined that the Consultant has a valid Colorado driver's license and satisfactory driving record, defined as having no more than six (6) points on his/her driving record in the three (3) years prior to the assignment. The Board reserves the right to terminate this Agreement if it determines during the term of the Agreement that the Consultant no longer has a valid Colorado driver's license or satisfactory driving record.

WORK INVOLVING SECURITY CONCERNS

ALTERNATIVE A: IF ANY EMPLOYEE OR AGENT OF THE CONSULTANT WILL PERFORM WORK UNDER CIRCUMSTANCES THAT RAISE SECURITY CONCERNS (SUCH AS ENTERING PRIVATE RESIDENCES ON DENVER WATER'S BEHALF, OR PERFORMING WORK THAT GIVES ACCESS TO CRITICAL FACILITIES OR OPERATIONS OR HAS THE POTENTIAL TO CAUSE SERIOUS DAMAGE TO CRITICAL DENVER WATER FACILITIES OR OPERATIONS, OR TO HAVE ACCESS TO ANY CONFIDENTIAL, FINANCIAL, CUSTOMER, OR SECURITY-RELATED INFORMATION MAINTAINED BY DENVER WATER, PROPRIETARY COMPUTER PROGRAMS OR SOFTWARE, OR SERVERS):

At least five (5) working days before assigning an employee or agent to perform duties under this Agreement that require the employee or agent to work under circumstances presenting security concerns or to have access to the Board's sensitive information, proprietary computer programs, software or servers, the Consultant will submit the employee's or agent's name to the Board and certify on the Board-provided Certification of Personnel Screening form that no more than one (1) year prior to the assignment it performed a background check on the employee or agent, including a review of criminal history, and determined that the employee or agent does not pose a risk to persons or property. Consultant's determination should be based on guidance provided by the U.S. Equal Employment Opportunity Commission regarding the use of arrest and conviction history in employment decisions, which requires a weighing of (1) the nature and gravity of the offense or conduct, (2) the time that has passed since the offense, conduct or the employee's completion of any sentence given as a result of the offense, and (3) the nature of the job held or sought. Background checks must include a Colorado Bureau of Investigation (CBI) Criminal History Check, and, if the employee or agent has lived outside the State of Colorado or the United States during the last five (5) years, a criminal history check from each state or country of residence. For employees or agents who will have access to the Board's financial records and/or accounting processes, including purchasing, payables, receivables, and treasury or cash management, the Consultant also will conduct a credit history check on the employee or agent and certify on the Board-provided Certification of Personnel Screening form that the Consultant has determined that the employee or agent does not pose a risk to the Board. The Board reserves the right to direct the Consultant to assign another employee or agent, meeting the requirements of this paragraph, to perform the Work if the Board has reason to believe that during the term of the Agreement the assigned employee or agent engaged in criminal activity or was involved in financial improprieties, to be determined by the Board in its sole discretion.

ALTERNATIVE B: IF THE CONSULTANT IS AN INDIVIDUAL WHO WILL PERFORM WORK UNDER CIRCUMSTANCES THAT RAISE SECURITY CONCERNS (SUCH AS ENTERING PRIVATE RESIDENCES ON DENVER WATER'S BEHALF, OR PERFORMING WORK THAT GIVES ACCESS TO CRITICAL FACILITIES OR OPERATIONS OR HAS THE POTENTIAL TO CAUSE SERIOUS DAMAGE TO CRITICAL DENVER WATER FACILITIES OR OPERATIONS, OR TO HAVE ACCESS

TO ANY CONFIDENTIAL, FINANCIAL, CUSTOMER, OR SECURITY-RELATED INFORMATION MAINTAINED BY DENVER WATER, PROPRIETARY COMPUTER PROGRAMS OR SOFTWARE, OR SERVERS), SELECT THIS ALTERNATIVE AND HAVE THE CONSULTANT FILL OUT THE CONSENT TO PERFORM BACKGROUND CHECKS FORM AT THE END OF THIS TEMPLATE. AT LEAST 5 DAYS BEFORE THE AGREEMENT IS TO BE FULLY EXECUTED, SEND THE SIGNED FORM TO SAFETY & SECURITY TO CONDUCT THE BACKGROUND CHECK AND, IF NECESSARY, TO HUMAN RESOURCES TO CONDUCT THE CREDIT CHECK. THE AGREEMENT MAY NOT BE FULLY EXECUTED UNTIL SAFETY & SECURITY HAS APPROVED THE BACKGROUND CHECK AND CREDIT CHECK.

As a precondition to entering this Agreement, the Consultant gave the Board consent to conduct a background check on the Consultant, including a Colorado Bureau of Investigation (CBI) Criminal History Check, and, if the Consultant has lived outside the State of Colorado or the United States during the last five (5) years, consent to obtain a criminal history check from each state or country of residence. If the Consultant will have access to the Board's financial records and/or accounting processes, including purchasing, payables, receivables, and treasury or cash management, the Consultant also consented to a credit history check. The Board has reviewed and approved the results of the background check and, if applicable, the credit history check. The Board reserves the right to terminate this Agreement if it has reason to believe that during the term of the Agreement the Consultant engaged in criminal activity or was involved in financial improprieties, to be determined by the Board in its sole discretion.

SAFETY-SENSITIVE DUTIES

ALTERNATIVE A: IF ANY EMPLOYEE OR AGENT OF THE CONSULTANT WILL PERFORM SAFETY-SENSITIVE DUTIES, I.E., DUTIES THAT IF PERFORMED WITH INATTENTIVENESS, ERRORS IN JUDGMENT, OR DIMINISHED COORDINATION, DEXTERITY, OR COMPOSURE MAY RESULT IN MISTAKES THAT COULD PRESENT A REAL OR IMMINENT THREAT TO PUBLIC HEALTH AND SAFETY SUCH AS WORKING AS AN ARMED SECURITY GUARD OR PERFORMING CERTAIN HIGH-RISK OPERATIONAL FUNCTIONS:

At least five (5) working days before assigning an employee or agent to perform safety-sensitive Work under this Agreement, the Consultant will submit the employee's or agent's name to the Board and certify on the Board-provided Certification of Personnel Screening form that no more than one (1) year prior to the assignment it performed a background check on the employee or agent, including a review of criminal history, and determined that the employee or agent does not pose a risk to persons or property. Consultant's determination should be based on guidance provided by the U.S. Equal Employment Opportunity Commission regarding the use of arrest and conviction history in employment decisions, which requires a weighing of (1) the nature and gravity of the offense or conduct, (2) the time that has passed since the offense, conduct or the employee's completion of any sentence given as a result of the offense, and (3) the nature of the job held or sought. Background checks must include a Colorado Bureau of Investigation (CBI) Criminal History Check, and, if the employee or

agent has lived outside the State of Colorado or the United States during the last five (5) years, a criminal history check from each state or country of residence. The Consultant also must certify on the Board-provided Certification of Personnel Screening form that no more than one (1) month before the assignment of an employee or agent to perform safety-sensitive Work under this Agreement, the employee or agent passed a drug and alcohol screening performed by one of the Board-recommended testing facilities on the Board-provided list titled Occupational Medicine clinics, using a Rapid Screen test (negative result only accepted), or by a DOT-certified laboratory and using the DOT 5 panel drug test. The Board reserves the right to direct the Consultant to assign another employee or agent, meeting the requirements of this paragraph, to perform the Work if the Board has reason to believe that during the term of the Agreement the assigned employee or agent engaged in criminal activity or used drugs or alcohol in a manner that could present a real or imminent threat to public health or safety, to be determined by the Board in its sole discretion.

ALTERNATIVE B: IF THE CONSULTANT IS AN INDIVIDUAL AND WILL PERFORM SAFETY-SENSITIVE DUTIES, I.E., DUTIES THAT IF PERFORMED WITH INATTENTIVENESS, ERRORS IN JUDGMENT, OR DIMINISHED COORDINATION, DEXTERITY, OR COMPOSURE MAY RESULT IN MISTAKES THAT COULD PRESENT A REAL OR IMMINENT THREAT TO PUBLIC HEALTH AND SAFETY SUCH AS WORKING AS AN ARMED SECURITY GUARD OR PERFORMING CERTAIN HIGH-RISK OPERATIONAL FUNCTIONS, SELECT THIS ALTERNATIVE AND AT LEAST 5 DAYS BEFORE THE AGREEMENT IS TO BE FULLY EXECUTED HAVE THE CONSULTANT FILL OUT THE CONSENT TO PERFORM BACKGROUND CHECKS FORM AT THE END OF THIS TEMPLATE AND SUBMIT DRUG AND ALCOHOL TESTING RESULTS TO SAFETY & SECURITY. THE AGREEMENT MAY NOT BE FULLY EXECUTED UNTIL SAFETY & SECURITY HAS APPROVED THE BACKGROUND CHECK AND DRUG SCREENING.

As a precondition to entering this Agreement, the Consultant gave consent for the Board to conduct a background check on the Consultant, including a Colorado Bureau of Investigation (CBI) Criminal History Check, and, if the Consultant has lived outside the State of Colorado or the United States during the last five (5) years, to submit to a criminal background check from each state or country of residence. The Consultant also provided the results of a drug and alcohol screening performed within one (1) month of submittal by one of the Board-recommended testing facilities on the Board-provided list titled Occupational Medicine clinics, using a Rapid Screen test (negative result only accepted), or by a DOT-certified laboratory and using the DOT 5 panel drug test. The Board has reviewed and approved the results of the background check and drug and alcohol screening. The Board reserves the right to terminate this Agreement if it has reason to believe that during the term of the Agreement the Consultant engaged in criminal activity or used drugs or alcohol in a manner that could present a real or imminent threat to public health or safety, to be determined by the Board in its sole discretion.

17. Protection of Personal Identifying Information

INCLUDE THE FOLLOWING TEXT IF ANY OF THE FOLLOWING

INFORMATION IS SHARED WITH CONSULTANT: SOCIAL SECURITY NUMBERS; PIN NUMBERS; PASSWORDS OR PASS CODES; GOVERNMENT-ISSUED DRIVER'S LICENSE OR IDENTIFICATION CARD NUMBERS; PASSPORT NUMBERS; DATA GENERATED FROM MEASUREMENTS OR ANALYSIS OF HUMAN BODY CHARACTERISTICS FOR THE PURPOSE OF AUTHENTICATING THE INDIVIDUAL WHEN HE OR SHE ACCESSES AN ONLINE ACCOUNT (E.G., THUMBPRINTS); EMPLOYER, STUDENT, OR MILITARY ID NUMBERS; INFORMATION RELATED TO A CREDIT CARD, BANKING CARD, DEBIT CARD, ELECTRONIC FUND TRANSFER CARD, OR GUARANTEED CHECK CARD; BANK ACCOUNT NUMBERS

In the event that the Board discloses personal identifying information, as defined in C.R.S. § 24-73-101(4)(b), to Consultant and the Board does not retain primary responsibility over security procedures, Consultant shall implement and maintain reasonable security procedures that are appropriate to the nature of the personal identifying information disclosed and reasonably designed to protect the personal identifying information from unauthorized access, use, modification, disclosure, or destruction. Consultant shall indemnify Board for any and all final costs directly related to Consultant's failure to maintain such reasonable security procedures.

18. Notification of Security Breach

INCLUDE THE FOLLOWING IF COMPUTERIZED DATA CONTAINS ANY OF THE FOLLOWING AND IS SHARED WITH CONSULTANT:

- 1) A COLORADO RESIDENT'S FIRST NAME OR FIRST INITIAL AND LAST NAME **IN COMBINATION WITH** SOCIAL SECURITY NUMBER; DRIVER'S LICENSE NUMBER OR ID CARD NUMBER; STUDENT, MILITARY, OR PASSPORT ID NUMBER; MEDICAL INFORMATION; HEALTH INSURANCE IDENTIFICATION NUMBER; OR DATA GENERATED FROM MEASUREMENTS OR ANALYSIS OF HUMAN BODY CHARACTERISTICS FOR THE PURPOSE OF AUTHENTICATING THE INDIVIDUAL WHEN HE OR SHE ACCESSES AN ONLINE ACCOUNT (E.G., THUMBPRINTS); OR,
- 2) A COLORADO RESIDENT'S USERNAME OR E-MAIL ADDRESS, **IN COMBINATION WITH** A PASSWORD OR SECURITY QUESTIONS AND ANSWERS; OR,
- 3) A COLORADO RESIDENT'S ACCOUNT NUMBER OR CREDIT OR DEBIT CARD NUMBER **IN COMBINATION WITH** ANY REQUIRED SECURITY CODE, ACCESS CODE, OR PASSWORD THAT WOULD PERMIT ACCESS TO THAT ACCOUNT.

If Consultant maintains, stores, or processes computerized data that includes personal information as defined in C.R.S. § 24-73-103(1)(g)(l)(A), on behalf of the Board and becomes aware that a security breach may have occurred, Consultant shall give notice to and cooperate with the Board in the event of a security breach, including notifying the Board of any security breach in the most expedient time and without unreasonable delay following discovery of a security breach if misuse of personal information about a Colorado resident occurred or is likely to occur. Cooperation includes sharing with the Board information relevant to the security breach; except that such cooperation does not require the disclosure of confidential business information or trade secrets. Security breach shall mean the unauthorized acquisition of unencrypted computerized data that compromises the security, confidentiality, or integrity of personal

information maintained by Consultant. Consultant shall indemnify Board for any and all final costs directly related to Consultant's failure to maintain such reasonable security procedures.

19. Liability. The Consultant agrees to indemnify, hold harmless and defend the Board against any liability, damages, costs, expenses, claims, injuries and losses of whatever nature arising in any way out of this Agreement, including but not limited to any expenses incurred by the Board as a result of damages to the Board's property and any claims that the Creations, Prior Works or the Work infringe the intellectual property rights of a third party, to the extent caused by any negligent act or omission or willful misconduct of the Consultant or the Consultant's officers, subcontractors, agents, or employees.

20. Standards of Conduct – Nondiscrimination and Respectful Workplace. The Consultant agrees not to discriminate against any Board employee, or potential subcontractor or supplier because of race, color, religion, age, national origin, gender, sexual orientation, pregnancy, military status, marital status, or disability. The Consultant further agrees not to conduct business in a manner that brings discredit to the Board or creates a hostile or disrespectful work environment for Board employees, Board customers, or other contractors performing work for the Board. The Board reserves the right at its sole discretion to terminate this Agreement if the Consultant is an individual, or to direct the Consultant to assign another employee or agent to perform the Work, if the Board has reason to believe that during the term of the Agreement the Consultant, or the assigned employee or agent engaged in activity prohibited by this section.

21. Small Business Enterprises; Minority- and Women-Owned Business Enterprises. The Board recognizes the desirability, need and importance to the City and County of Denver of encouraging the development of Small Business Enterprises ("SBEs") and Minority- and Women-Owned Business Enterprises ("MWBEs"). The Consultant agrees to make a good faith effort to involve SBEs and MWBEs in the Work if and when the opportunity arises.

22. Acceptance Not Waiver. The Board's approval of studies, drawings, designs, plans, specifications, reports, computer programs and other work or materials does not in any way relieve the Consultant of responsibility for the technical accuracy of the Work. The Board's approval or acceptance of, or payment for, any Work is not a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

23. Termination or Suspension. The Board reserves the exclusive right to terminate or suspend all or any portion of the Work by giving fourteen (14) days' written notice to the Consultant. If any portion of the project shall be terminated or suspended, the Board shall pay the Consultant equitably for all Work properly performed pursuant to this Agreement. If the project is suspended and the Consultant is not given an order to resume work within sixty (60) days from the effective date of the suspension, this Agreement will be considered terminated. Upon termination, the Consultant shall immediately deliver to the Board any documents then in existence that have been prepared by the Consultant pursuant to this Agreement and that have been paid for by the Board.

24. Default. Every term and condition of this Agreement is a material element of this Agreement. In the event either party should fail or refuse to perform according to the material terms of this Agreement, such party may be declared in default by the other party by a written notice.

25. Remedies. In the event a party has been declared in default, such defaulting party shall be allowed a period of fifteen (15) days within which to correct, or commence correcting, the default. In the event that the default has not been corrected or begun to be corrected, or the defaulting party has ceased to pursue the correction with due diligence, the party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity. In the event the Consultant fails or neglects to perform the Work in accordance with this Agreement, the Board may elect to correct such deficiencies and charge the Consultant for the full cost of the corrections. The parties agree that no profits that the Consultant might realize from this or other work are within the scope of their agreement. They further agree that the Consultant waives any right to recover and shall not be compensated for any such lost profits or other consequential damages arising from a breach by the Board.

26. Force Majeure. The parties shall not be responsible for any failure or delay in the performance of any obligations under this Agreement caused by acts of God, flood, fire, war or public enemy. Any declared force majeure that remains in effect for longer than ninety (90) days entitles either party to unilaterally terminate this Agreement.

27. Assignment and Subcontracts. The Consultant may not assign this Agreement or any right or liability of this Agreement or enter into any subcontract or amend any subcontract related to this Agreement without prior written consent of the Board. Any subcontract must include language similar to the Records and Audits paragraph of this Agreement, requiring records to be adequate and available for Board audit. This Agreement shall bind and inure to the benefit of the parties and their respective successors and assigns. This Agreement is intended to benefit only the parties, and neither subcontractors nor suppliers of the Consultant nor any other person or entity is intended by the parties to be a third-party beneficiary of this Agreement.

28. Severability. If any provision of this Agreement is determined by a court having jurisdiction to be unenforceable to any extent, the rest of that provision and the rest of this Agreement will remain enforceable to the fullest extent permitted by law.

29. Venue and Governing Law. This Agreement shall be deemed performable in the City and County of Denver, notwithstanding that the parties may find it necessary to take some action outside the City and County. The sole venue for any dispute resulting in litigation shall be in the District Court in and for the City and County of Denver. This Agreement shall be governed by and construed under the laws of the State of Colorado.

30. Notice and Contact. The parties shall contact the persons listed below for all matters related to administration of this Agreement. All notices required or given under this Agreement shall be in writing and shall be deemed effective: (a) when delivered personally to the other party; or (b) seven (7) days after posting in the United States mail, first-class postage prepaid, properly addressed as follows; or (c) when sent by e-mail. If notice is provided by e-mail, the notifying party must follow up with a hard copy of the notice sent by United States mail; however, the notice will be effective as of the original e-mail date.

If to the Consultant:

Insert name of the Consultant

Insert mailing address of the Consultant
Insert e-mail address of the Consultant

If to the Board:

Insert title of person responsible for contract
Denver Water Department
1600 West 12th Avenue
Denver, Colorado 80204
Insert e-mail address of person responsible for contract

or such other persons or addresses as the parties may have designated in writing.

31. Charter of the City and County of Denver. This Agreement is made under and conformable to Article X of the Charter of the City and County of Denver, which controls the operation of the Denver Municipal Water System. The Charter provisions are incorporated by this reference and supersede any apparently conflicting provisions otherwise contained in this Agreement.

32. Governmental Immunity Act. The parties understand and agree that the Board is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as it may be amended from time to time.

33. Entire Agreement. This Agreement constitutes the entire agreement between the Board and the Consultant and replaces all prior written or oral agreements and understandings with regard to the subject matter herein. It may be altered, amended, or repealed only by a duly executed written instrument.

34. Effective Date. This Agreement shall become effective on the date it is fully signed by the Board.

35. Electronic Signatures and Records. The Consultant consents to the use of electronic signatures by the Board. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically in the manner specified by the Board. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

THEREFORE, the parties have executed this Agreement. This Agreement must have the signature of an authorized representative of the Consultant.

Insert the following attestation for Board signature only

ATTESTED:

By: _____
Secretary

APPROVED:

By: _____
Insert appropriate Chief title if Board or CEO/Manager signs above

APPROVED AS TO FORM:

By: _____
Office of General Counsel

**CITY AND COUNTY OF DENVER,
acting by and through its
BOARD OF WATER COMMISSIONERS**

By: _____
Insert "President," "CEO/Manager" or appropriate Chief title depending on \$ amount (See Contracting Procedures in Financial Manual)

DATE: _____

REGISTERED AND COUNTERSIGNED:
CITY AND COUNTY OF DENVER

By: _____
Timothy M. O'Brien, CPA
Auditor

EXHIBIT A SCOPE OF WORK

The Consultant shall perform the following tasks:

Insert description of the scope of work, reiterate work requirements from RFP, or attach the scope of work from the Consultant's proposal.

Optional provision for Denver Water Engineering: The Consultant agrees to follow all provisions of the Board's Capital Project Procedures Manual, including but not limited to 30%, 60%, and 90% deliverables, with emphasis on colored drawings at 90% submittal time. The Consultant agrees to adhere to the Board's drafting and specification formatting standards.

If contract is for design work, insert the following: The Consultant shall use the Board's furnished standard electronic 22" x 34" drawing border and shall adhere to the Board's drafting standards.

IF THE CONSULTANT WILL NOT HAVE ACCESS TO DENVER WATER COMPUTERS, PLEASE DELETE THIS APPENDIX.

APPENDIX 1

USE OF DENVER WATER BOARD COMPUTER AND TELECOMMUNICATIONS RESOURCES

The Consultant and its employees and agents may have access to and use of the Board's computer or telecommunications resources to fulfill the terms of this Agreement. As a condition of this access and use, the Consultant agrees to abide by all applicable laws and Board policies, including the Denver Water Policies and Procedures and applicable manuals, and all other policies, procedures, guidelines and standards that relate to the use and security of the Board's computer and telecommunications resources.

The Consultant will not knowingly use or permit the use of the Board's resources for any purposes other than those necessary to perform the Work required under this Agreement. The Consultant will not use any access mechanism that the Board has not expressly assigned to the Consultant or its employees, and the Consultant will not disclose information concerning access to these resources unless properly authorized to do so by the Board. The Consultant will treat all information maintained on Board computer systems, networks and telecommunications resources as strictly confidential and will not release information to any unauthorized person.

The Board reserves the right without notice to limit or restrict the Consultant's access and to inspect, remove or otherwise alter any data, file or system resource that may undermine or expand the limited scope of Consultant's authorized use of the Board's network computing facilities. Should the Consultant fail to abide by the terms of this Appendix 1, the Board may immediately terminate this Agreement.

AFFIDAVIT OF LAWFUL PRESENCE IN THE U.S.

I, _____ (print name legibly), swear or affirm under penalty of perjury under the laws of the State of Colorado that **(check only one)**:

___ I am a United States citizen, or

___ I am not a United States citizen, but I am a Permanent Resident of the United States and authorize Denver Water to verify this statement with the Department of Homeland Security using my alien registration number, which is _____, or

___ I am not a United States citizen, but I am lawfully present in the United States pursuant to Federal law and authorize Denver Water to verify this statement with the Department of Homeland Security using my alien registration number, which is _____.

I understand that this sworn statement 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 Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

Signature

Date

Attach Copy of Applicable Identification Form Here

CERTIFICATION OF PERSONNEL SCREENING BY CONSULTANT/CONTRACTOR

To be completed by the Board's Contract Administrator:

Contract No: _____ Consultant/Contractor: _____

The work under the Agreement involves:

(Check one or more and describe the duties in the spaces provided and check the corresponding numbered box in the Consultant/Contractor section below.)

- 1. Operating a Board vehicle *(driving record and license check required)*
- 2. Performing work involving security concerns. Describe duties: _____

(criminal background check required)
- 3. Accessing Board's financial records or accounting processes *(credit check required)*
- 4. Performing safety-sensitive work. Describe duties: _____

(criminal background check and drug and alcohol screening required)

To be completed by the representative of Consultant/Contractor:

Name of Employee/Agent: _____ Start Date of Work for Board: _____

I, _____, as a representative of the Consultant/Contractor, certify that the above-named employee or agent of the Consultant/Contractor is assigned to complete the work described above and (check the applicable options below):

- 1. Has a valid Colorado driver's license and a satisfactory driving record, defined as having no more than six (6) points on his/her driving record in the three (3) years prior to the assignment. *(Applies if work involves operating a Board vehicle.)*
- 2. Has been the subject of a background check no more than one (1) year prior to the assignment, and I have determined that he/she does not pose a risk to persons or property. Background checks must include a Colorado Bureau of Investigation (CBI) Criminal History Check, and, if the employee or agent has lived outside the State of Colorado or the United States during the last five (5) years, a criminal history check from each state or country of residence. *(Applies if work involves security concerns or safety-sensitive duties.)*
- 3. Has been the subject of a credit history check, and I have determined that he/she does not pose a risk to the Board. *(Applies if work involves accessing the Board's financial records or accounting processes.)*
- 4. No more than one (1) month prior to the assignment under this contract, he/she passed a drug and alcohol screening performed at a certified testing facility using a Rapid Screen test (negative results only will be accepted) or by a federally certified laboratory using a Federal (HHS, FMCSA or DOT) 5-Panel Drug Test. *(Applies if work involves safety-sensitive duties.)*

Under penalty of perjury, I swear the above statements are true and correct.

Signature: _____ Date: _____

Phone: _____ E-mail: _____

Approval by the Board's Contract Administrator:

Print Name: _____

Signature: _____

Date: _____

*Consent to Perform Background Checks
In Compliance with the FCRA (Fair Credit Reporting Act)*

Contract No. _____	Check all that apply: <input type="checkbox"/> Criminal Background <input type="checkbox"/> Credit Background
Name of Contractor/Consultant: _____	

The information requested below is to be used by Denver Water for the purpose of obtaining criminal or credit history background information. Denver Water will not retain this information.

Last Name: _____ First Name: _____ Middle Name/Initial: _____
 Maiden or other name(s) used in any and all other records of birth or records of residence: _____

Date of Birth: _____ Social Security Number: _____ Gender: _____
 Current Address: _____ Apartment No: _____
 City: _____ County: _____ State: _____ Zip: _____

Previous Addresses (during the last five years):

Address: _____ Apartment No: _____
 City: _____ County: _____ State: _____ Zip: _____
 Address: _____ Apartment No: _____
 City: _____ County: _____ State: _____ Zip: _____
 Address: _____ Apartment No: _____
 City: _____ County: _____ State: _____ Zip: _____
 Address: _____ Apartment No: _____
 City: _____ County: _____ State: _____ Zip: _____

Consent to Background Checks: I understand that before I am permitted to perform work under the Contract identified above, Denver Water will conduct criminal and/or credit history background checks on me. I do hereby consent to Denver Water's use of the information I have provided for the purpose of conducting criminal and/or credit history background checks on me. Denver Water has informed me of the following in accordance with the Fair Credit Reporting Act:

- I have the right to review and challenge any negative information that would adversely impact a decision to authorize me to perform work under the Contract.
- Upon my request, Denver Water will provide me with the name, address and telephone number of the reporting agency or agencies used to conduct background checks, and with the nature, substance and source of all background information obtained.
- Upon my request, I will be provided a reasonable amount of time and a reasonable opportunity, as determined by Denver Water, to clear up any mistaken information reported about my criminal or credit history.

Signature

Date

Occupational Medicine clinics:

1. **Concentra** – www.concentra.com
Multiple locations throughout the state:
<http://maps.concentra.com/corporatev3/ListSearch.aspx>

See list for individual location telephone numbers
2. **HealthOne** – www.healthoneclinics.com
Occupational Medicine site:
<http://www.healthoneclinics.com/CustomPage.asp?guidCustomContentID=25FF9FDE-F37D-4712-85A7-679915BE40F3>

Initial W/C, Drug Screen, Breath Alcohol
Phone: 303-861-7878
1515 Wazee, Ste D
Denver, CO 80202

Multiple locations throughout Denver.
Referral form w/addresses for testing available on website.
3. **Exempla** - www.exempla.org
Occupational Medicine & Physical Therapy Customer Service Line:
303-813-5140
Occupational Medicine site: http://www.exempla.org/body_epn.cfm?id=1352
Multiple locations throughout the state:
http://www.exempla.org/documents/EPN/epn_occmedmap.pdf
4. **Midtown Occupational Medicine** - www.midtownoccupationalhealth.com
Diamond Hill Office Complex
Speer & I-25
2420 W. 26th Ave.
Building D Suite 200
Denver, CO 80211
(303) 831-9393
Fax: (303) 831-6335
Hours of Operation:
Monday - Friday, 7am-6pm
5. **Denver Occupational/Aviation Medicine Clinic** -
<http://www.denveroccmed.com/>
Denver Occupational and Aviation Medicine (DOAM)
3700 Havana Street, Suite 200
Denver, CO 80239
303.373.4456
303.373.4501 (F)

Phase 2

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service	<h2 style="margin:0;">Request for Taxpayer Identification Number and Certification</h2>	Give Form to the requester. Do not send to the IRS.								
Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.									
	2 Business name/disregarded entity name, if different from above									
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>								
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)								
	6 City, state, and ZIP code									
	7 List account number(s) here (optional)									
<h3>Part I Taxpayer Identification Number (TIN)</h3> <p>Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.</p> <p>Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.</p>										
		Social security number <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; height: 20px;"></td> <td style="width:5%; text-align: center;">-</td> <td style="width:25%; height: 20px;"></td> <td style="width:5%; text-align: center;">-</td> <td style="width:40%; height: 20px;"></td> </tr> </table> OR Employer identification number <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; height: 20px;"></td> <td style="width:5%; text-align: center;">-</td> <td style="width:70%; height: 20px;"></td> </tr> </table>		-		-			-	
	-		-							
	-									
<h3>Part II Certification</h3> <p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and I am a U.S. citizen or other U.S. person (defined below); and The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <p>Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.</p>										
Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____								
<h3>General Instructions</h3> <p>Section references are to the Internal Revenue Code unless otherwise noted.</p> <p>Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.</p> <p>Purpose of Form</p> <p>An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:</p> <ul style="list-style-type: none"> Form 1099-INT (interest earned or paid) Form 1099-DIV (dividends, including those from stocks or mutual funds) Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) Form 1099-S (proceeds from real estate transactions) Form 1099-K (merchant card and third party network transactions) <ul style="list-style-type: none"> Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) Form 1099-C (canceled debt) Form 1099-A (acquisition or abandonment of secured property) <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</p> <p><i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.</i></p> <p>By signing the filled-out form, you:</p> <ol style="list-style-type: none"> Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), Certify that you are not subject to backup withholding, or Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See <i>What is FATCA reporting?</i> on page 2 for further information. 										
Cat. No. 10231X		Form W-9 (Rev. 12-2014)								