|  |  |
| --- | --- |
| City_D_logo | city and county of denver |
| **DENVER PUBLIC LIBRARY**www.denverlibrary.org | 10 West 14th Avenue Parkway,Attn: PurchasingDenver, CO 80204 |

**REQUEST FOR PROPOSAL**

Digital Library Kiosk for Denver Public Library

SCHEDULE OF EVENTS

|  |  |  |  |
| --- | --- | --- | --- |
| * RFP Issued
 | 6/1/16 |  |  |
| * Deadline to Submit Additional Questions
 | 6/10/16 | 5:00 P.M. | Mountain Time |
| * Response to Written Questions
 | 6/15/16 |  |  |
| * Proposal Due Date
 | 6/22/16 | 4:00 P.M. | Mountain Time |
| * Proposal Evaluation and Award
 | 7/6/16 |  |  |

|  |
| --- |
| **Vendor offers to furnish to the Denver Public Library the products or services requested in accordance with the specifications and subject to the Terms and Conditions described herein.** |

|  |
| --- |
| **VENDOR SIGN HERE** |
| Company Name: |  |
|  |
| By: |  |
|  |  (Printed or Typed Name) |
| Signature: |  |
|  | Signature constitutes acceptance of all Terms and Conditions listed on this form and all documents attached. |
| Email: |  |
| Phone: |  |

**Table of Contents**

[**SECTION A:** GENERAL INFORMATION & PROPOSAL INSTRUCTIONS 3](#_Toc409706730)

[**A.1** BACKGROUND AND SCOPE: 3](#_Toc409706731)

[**A.2** SUBMISSION OF PROPOSALS: 3](#_Toc409706732)

[**A.3** RFP QUESTIONS: 3](#_Toc409706733)

[**A.4** ADDENDA: 4](#_Toc409706734)

[**A.5** ACCEPTANCE PERIOD: 4](#_Toc409706735)

[**A.6** TECHNICAL REQUIREMENTS/STATEMENT OF WORK: 4](#_Toc409706736)

[**A.7** PRICING: 4](#_Toc409706737)

[**A.8** RFP CONDITIONS AND PROVISIONS: 4](#_Toc409706738)

[**A.9** GRATUITIES AND KICKBACKS: 5](#_Toc409706739)

[**A.10** NON-COLLUSIVE VENDOR CERTIFICATION: 6](#_Toc409706740)

[**A.11** EVALUATION AND AWARDS: 6](#_Toc409706741)

[**A.12** GREENPRINT DENVER POLICY AND GUIDANCE: 7](#_Toc409706742)

[**A.13** DISCLOSURE OF CONTENTS OF PROPOSALS: 7](#_Toc409706743)

[**A.14** DIVERSITY AND INCLUSIVENESS – EXECUTIVE ORDER #101: 8](#_Toc409706744)

[**SECTION B:** SCOPE OF WORK AND TECHNICAL REQUIREMENTS 10](#_Toc409706745)

[**SECTION C:** PRICING 15](#_Toc409706746)

[**C.1** PRICING INFORMATION**:** 15](#_Toc409706747)

[**C.2** PRICING 16](#_Toc409706748)

[**SECTION D:** SAMPLE CONTRACT 17](#_Toc409706749)

[**D.1** STANDARD CONTRACT TERMS AND CONDITIONS: 18](#_Toc409706750)

[**SECTION E:** ADDITIONAL REQUIRED INFORMATION 31](#_Toc409706751)

[**E.1** VENDOR'S CHECK LIST: 31](#_Toc409706752)

[**E.2** BIDDER/VENDOR/CONTRACTOR DISCLOSURE OF PRINCIPALS 32](#_Toc409706753)

[**E.3** GREENPRINT DENVER VENDOR SUSTAINABILITY: 34](#_Toc409706754)

[**E.4** VENDOR INFORMATION 35](#_Toc409706755)

[**E.5** PROOF OF REGISTRATION WITH THE COLORADO SECRETARY OF STATE: 36](#_Toc409706756)

[**E.6** DIVERSITY AND INCLUSIVENESS INFORMATION REQUEST FORM: 36](#_Toc409706757)

GENERAL INFORMATION & PROPOSAL INSTRUCTIONS

BACKGROUND AND SCOPE:

The Denver Public Library (Library), an agency of the City and County of Denver (City), desires to solicit proposals for the development, execution and installation of an interactive, outdoor digital library kiosk. The goal of the RFP is to secure the services of a qualified kiosk design and fabrication firm to design provide pricing estimates and execute fabrication of the kiosk.

SUBMISSION OF PROPOSALS:

Submit one (1) original and six (6) copies of your Proposal to the Denver Public Library Purchasing Department, 10 West 14th Avenue Parkway, Denver, CO 80204. Proposals are to be in either an enclosed envelope or a sealed box and labeled with the Proposal name. Proposals must be received and time stamped in the Library Purchasing Office no later than the date and time listed in the Schedule of Events. Individual Proposals will not be read in public or available for public inspection until after an award determination has been made. The Library requests that whenever possible, proposals be duplex printed on paper containing 30% post –consumer content in observance with the Greenprint Denver action plan.

RFP QUESTIONS:

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

Jennifer Hoffman, Manager of Books & Borrowing

E-Mail: jhoffman@denverlibrary.org

Answers to questions received up to deadline, submitted in the Schedule of Events, will be available to all vendors at <https://sites.google.com/a/denverlibrary.org/librarykioskrfp/home>.

**All communications regarding this proposal shall only be through the Manager listed above. No communication is to be directed to any other Library personnel. Failure to comply may result in disqualification.**

ADDENDA:

In the event it becomes necessary to revise, change, modify or cancel this RFP or to provide additional information, addenda will be issued to all recipients of this RFP.

ACCEPTANCE PERIOD:

Proposals in response to this RFP shall indicate that they are valid for a period no less than 120 days from the closing date.

SCOPE OF WORK/TECHNICAL REQUIREMENTS:

Section B of this RFP contains our proposed Scope of Work and/or Technical Requirements. This document shall form the basis of an Agreement covering the subject matter of this RFP. Exceptions or deviations to this proposal must not be added to the proposal pages, but must be on vendor's letterhead and accompany proposal. Any exceptions to this documentation will be taken into consideration when evaluating proposals submitted. The Library reserves the right to reject any or all of your proposed modifications. The Library welcomes cost saving proposals which still satisfy all technical and business objectives.

PRICING:

All pricing quoted shall be firm and fixed. Pricing shall be in the format contained in Section C of this RFP. Do not include cost or price figures anywhere except in the cost and pricing section.

RFP CONDITIONS AND PROVISIONS:

This proposal must be signed by a duly authorized official of the proposing company. The completed and signed proposal (together with all required attachments) must be returned to the Library on or before the time and date of the deadline shown on page one. This proposal MUST be returned in a sealed envelope.

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

Typographical errors in entering quotations on proposal may result in loss of award of this proposal.

All Vendors are required to complete all information requested in this proposal. Failure to do so may result in the disqualification of proposal.

The Library reserves the right to postpone or cancel this RFP, or reject all proposals, if in its judgment it deems it to be in the best interest of the Library to do so.

The Library reserves the right to waive any technical or formal errors or omissions and to reject any and all proposal(s), or to award contract for the items hereon, either in part or whole, if deemed to be in the best interests of the Library to do so.

The successful Vendor shall be in complete compliance with all of the specifications, terms and conditions of this proposal as outlined above.

The Library shall not be liable for any costs incurred by vendor in the preparation of proposals or for any work performed in connection therein.

GRATUITIES AND KICKBACKS:

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

It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime vendor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

In the event that any gratuities or kickbacks are offered or tendered to any Library employee, the proposal shall be disqualified and shall not be reinstated.

NON-COLLUSIVE VENDOR CERTIFICATION:

By the submission of this proposal, the vendor certifies that:

* The proposal has been arrived at by the vendor independently and has been submitted without collusion with any other vendor.
* The contents of the proposal have not been communicated by the vendor, nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the vendor or its surety on any bond furnished herewith, and will not be communicated to any such person prior to the official opening of the proposal.
* No vendor shall submit more than one proposal for this purchase. It shall be the responsibility of each vendor to obtain the prior written permission of the Library before proposal opening in every situation in which the vendor, due to corporate association or other affiliation, may be found to be impermissibly associated with another vendor. Failure to observe this requirement could result in all such affiliated proposals being rejected.

EVALUATION AND AWARDS:

The criteria to be used for the proposal evaluation are included in section B.4. The Library may request oral presentations as part of the evaluation process. Additionally, the Library reserves the right to conduct negotiations with one or more Vendors.

Any award as a result of this proposal shall be contingent upon the execution of a contract. Section D of this proposal contains our standard terms and conditions. These terms and conditions shall form the basis of a contract covering the subject matter of this proposal. If there is contention(s) with the Terms and Conditions, a brief explanation and alternative language, if any, should be included in your response to Section D. Any exceptions to the Terms and Conditions will be taken into consideration when evaluating proposals submitted. The Library reserves the right to reject any or all of your proposed modifications.

## GREENPRINT DENVER POLICY AND GUIDANCE:

The City, through its Greenprint Denver action plan, is committed to protecting the environment, and the health of the public and its employees. In accordance with this policy, the Library is directed to procure cost-competitive products and services that minimize resource consumption and negative impacts on the environment and human health.

In requesting proposals, the Library, when specifically required in the evaluation criteria, expects all responsive proposers to demonstrate commitment to and experience in environmental sustainability and public health protection practices applicable to their line of services. The Library processes will actively assess the quality and value of all proposals during its evaluation.

Vendors, when applicable, are to follow standards and recommendations of the United States Environmental Protection Agency EPP program, the Green Seal organization, and standards and practices specified by the U.S. Green Building Council, including the Leadership in Energy and Environmental Design (LEED) program.

Environmentally Preferable Purchasing (EPP) Guidance and Prohibitions:

The City defines Environmentally Preferable products and services as having a lesser or reduced effect on human health and the environment when compared with competing products and services that serve the same purpose. The Library/City EPP evaluation may extend to raw materials acquisition, energy consumption in manufacturing and transport, packaging, recyclability, waste disposal, and many other factors.

## DISCLOSURE OF CONTENTS OF PROPOSALS:

All proposals become a matter of public record and shall be regarded as Public Records, with the exception of those specific elements in each proposal which are designated by the proposer as Business or Trade Secrets and plainly marked “Trade Secrets”, “Confidential”, “Proprietary”, or “Trade Secret”. Items so marked shall not be disclosed unless disclosure is otherwise required under the Open Records Act. If such items are requested under the Open Records Act, the Library will use reasonable efforts to notify the proposer, and it will be the responsibility of the proposer to seek a court order protecting the records, and to defend, indemnify, and hold harmless the Library from any claim or action related to the Library’s non-disclosure of such information.

## DIVERSITY AND INCLUSIVENESS – EXECUTIVE ORDER #101:

The Library and City are committed to equal employment opportunity and encourages the participation of local, small, disadvantaged and minority and women owned firms in the solicitation process including prime/subcontractor relationships, joint ventures and/or strategic alliance partnerships.

Definitions

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

**Inclusiveness:**  Inclusiveness, for purposes of Executive Order No. 101, includes the extent to which a contractor/consultant invites values, perspectives and contributions of people from diverse backgrounds and integrates diversity into its hiring and retention policies, training opportunities, and business development methods to provide an equal opportunity for each person to participate, contribute and succeed within the organization’s workplace. Inclusiveness also includes the extent to which businesses have an equal opportunity to compete for new business opportunities and establish new business relationships in the private and public sector.

**Requirements:** Using the attached form, entitled “Diversity and Inclusiveness in City Solicitations Information Request Form”, (Section E.6) please state whether you have a diversity and inclusiveness program for employment and retention, procurement and supply chain activities, or customer service, and provide the additional information requested on the form. The information provided on the Diversity and Inclusiveness in City Solicitations Request Form will provide an opportunity for Library contractors/consultants to describe their own diversity and inclusiveness practices. Contractors/Consultants are not expected to conduct intrusive examinations of their employees, managers, or business partners in order to describe diversity and inclusiveness measures. Rather, the Library simply seeks a description of the contractor/consultant’s current practices, if any.

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

***At a minimum, a signed copy of the “Diversity and Inclusiveness in City Solicitations Request Form” must be included with your bid or RFP response. Failure to include this signed form will render your bid or RFP non-responsive.***

SCOPE OF WORK AND TECHNICAL REQUIREMENTS

## PURPOSE

Recently named #1 Best Place to Live ([US News & World Report March 2, 2016](http://www.usnews.com/info/blogs/press-room/2016/03/02/us-news-launches-the-best-places-to-live-rankings)), Denver Colorado’s current population boom is creating expanded market potential for the Denver Public Library. Former brownfields and industrial zones are transforming into transit hubs and mixed use developments, teeming with new residents and potential library customers. With limited budget to build brick and mortar facilities and changing preferences for content access and delivery, Denver Public Library will install digital, interactive kiosks to provide satellite library services in areas of rapid change.

Working in partnership with the Central Platte Valley Metropolitan District, the Denver Public Library will provide proof of concept by installing a custom digital kiosk at the base of the Millennium Bridge, near the recently redeveloped Union Station.  Surrounded by new, residential high rise developments and adjacent to light rail, commuter rail and mall shuttle platforms, this placement will site the library’s brand and message in the path of commuters, Lower Downtown residents and downtown visitors, providing exposure to selected library services and curated content.

## BACKGROUND

For 126 years, the Denver Public Library has connected the people of Denver with information, ideas and experiences that entertain, enrich lives and strengthen our community.   Over that time, Denver Public Library has grown and changed with our community, embedding relevant library services in neighborhoods throughout the City.  As our City continues to develop and change, Denver Public Library is exploring new modes of service delivery through strategically located satellite installations that provide limited, digital interactivity and access to curated content that lends itself to consumption during the daily commute.

Additional information about DPL can be found at <http://denverlibrary.org/>

**B.3** SCOPE OF SERVICES/GOALS

The Denver Public Library digital kiosk will attract new and existing customers to sample curated library content at the kiosk itself, will introduce library content to a user’s own device and provide opportunities to connect users with the wider range of Denver Public Library services.  A person approaching the kiosk will see rotating Denver Public Library-owned digital images and highlighted Denver Public Library events and exhibits.  The user can elect to get additional information about highlighted events and images and to view Denver Public Library locations via touch screen options.  Additionally, users will have the option to browse an attractively displayed, library-curated selection of our eMedia collection and to select a specific volume or article, transferring the content to their personal device via Near Field Communication or other technology. The kiosk will also offer the option for limited, on-screen, progressively-challenging, visual interactive game play (such as match games connecting topics with book titles or Colorado personalities with landmarks, etc.). Overall, the kiosk offers a fast, simple user experience, providing introduction to library services.

**General Physical Description**

The Denver Public Library digital kiosk shall be a 2-sided custom-manufactured, freestanding 6-8 feet tall and 10-18 inches wide device incorporating:

* Stainless steel or powder-coated aluminum vandal/theft resistant enclosure,

fully- sealed for outdoor environments, -32 to 115 degrees F

* + Backlit, architectural canopy that incorporates library branding and functions as a protective canopy
	+ Spit guard
	+ Kick plate
* 2 portrait-oriented, vandal/theft resistant screens (1 on each side of kiosk)
	+ Bullet, impact, abrasion and chemical resistant polycarbonate window
	+ Automatically adjustable ambient screen lighting, responsive to exterior light conditions
	+ Touch integration on one or both screens
	+ ADA compliance consistent with Smithsonian Institute Exhibit Guidelines http://accessible.si.edu/pdf/Smithsonian%20Guidelines%20for%20accessible%20design.pdf
	+ Integrated thermal management (heating/cooling of digital signage/screens and computer components)
* Hinged door access to cable dressing
* Wireless internet connection
* Remote content management (ability to upload, modify content)
* Remote monitoring/control
	+ Ajar sensor, vibration/tampering sensors, thermal, humidity and water presence sensor
* Hidden bolting to existing brickwork below

**Functional Description**

The Denver Public Library digital kiosk will draw users and promote the library’s brand and resources with:

* Digital screens displaying revolving DPL-owned images and time-stamped content that loops asynchronously
* Promotion of library events and exhibits
* Directional information for Denver Public Library locations
* Regularly updated digital content
	+ DPL-curated on screen eMedia selection
* Ability to select and transfer selected content to user device via Near Field Communication or other technology
* Ability for Denver Public Library to design, update, modify and remotely push content to the kiosk
* Potential for touch screen, interactive gaming element

**Partnership Requirements**

The Denver Public Library kiosk will display a library-curated selection of our eMedia collection with the ability to select a specific volume or article, transferring the content to the user’s personal device via Near Field Communication or other technology, as well as offering the option for limited, on-screen, progressively-challenging, visual interactive game play. The selected vendor must:

* Work in partnership with a library eMedia  vendor to create a seamless discovery and delivery system of digital content
* Establish functional requirements for power and data in collaboration with third parties
* Consult with the Central Platte Valley Metropolitan District in placing the kiosk to maximize screen visibility for pedestrians approaching the light rail/shuttle platform from the Millennium Bridge and, in the opposite direction, those approaching the bridge from the platform.
* Work in conjunction with a third party gaming vendor to integrate gaming element.

**B.4** PROPOSAL REQUIREMENTS AND QUESTIONS

**Requirements**

Section 1 - Scope of Work / Response to Questions

Section 2 - Pricing

Section 3 - Contract Terms and Conditions

Section 4 - Additional Required Information, including:

 a) Disclosure of Principles

b) Vendor Information

c) References

d) Proof of registration with the Colorado Secretary of State

e) Diversity and inclusiveness information request form

f) Any addenda issued during the bid process (See A.4)

**Questions**
Your proposal must specifically address each of the questions/topics that are listed below (B.4.1 – B.4.4). The quality and detail of your responses will figure significantly in the overall evaluation of your proposal. Proposers are encouraged to give examples and provide additional information to support compliance on each point. To standardize the format of all proposals, Proposers are required to respond to all questions in the order given and to list the item number and restate the question prior to giving an answer.

**B.4.1** EXECUTIVE SUMMARY

Provide an executive summary which summarizes how your firm will meet each of the requirements listed in Section B.3 including a time schedule that addresses each item listed in Section B.3. Include in this summary the company’s office location responsible for performing work under the agreement. Also include the URL for the company’s website.

**B.4.2** COMPANY/STAFF QUALIFICATIONS

Provide names and resumes of key personnel who would be involved in providing the proposed services including any technical or other certifications. Discuss briefly what makes these individuals qualified and the best to provide this service for the Library.

**B.4.3** REFERENCES

Provide references on a minimum of three entities for which similar work is or has been provided. At least one (1) reference shall be a public sector client. Provide the name, title, telephone number and email address of persons directly involved who may be contacted for reference concerning the services provided. Include dates and length of service. Briefly discuss the projects your company performed and the results your company achieved for these entities.

**B.4.4** ANYTHING NOT PREVIOUSLY COVERED

Describe any other services and/or products not already specified in the Scope of Work that may be of interest to the Library and indicate what their value would be to DPL. List any additional associated fees pertaining to these products/services.

**B.5** EVALUATION OF PROPOSALS

The Library intends to select the proposed services and terms that are most advantageous to it. The Library will review proposals submitted by the deadline. After reviewing the proposals, the Library intends to interview the top firms. The Library shall make a selection by Wednesday, July 6, 2016.

**B.5.1** EVALUATION CRITERIA

The criteria used to evaluate the proposals include but are not limited to:

* Feasibility of the methodology and approach
* Pricing (Section C)
* Demonstrated record of success in delivery of interactive, digital signage and/or digital kiosk solutions
* Response to questions (Section B.4)
	+ Ability of consultant to identify project-specific issues
	+ Ability of consultant to communicate how firm’s approach will address specific project
	+ Clarity of consultant’s response and understanding of library project requirements
* Quality of references
* Acceptance of the standard City contract terms
* Responsiveness to the Scope of Work
* Oral interview (The Library may conduct oral interviews the week of June 27, 2016)

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

**B.6** SPECIAL CONDITIONS

The standard City contract has provisions for indemnification and other terms that are not negotiable. Bidders should review the standard contract carefully to determine if the terms are acceptable.

The City contract template has minimum insurance coverage the successful bidder must have.

# PRICING

PRICING INFORMATION**:**

This section shall include a description of the proposed costs and prices. All pricing information shall be limited solely to this section of your proposal. This section should address all requirements set forth in Section B as well as any other items pertinent to your proposal pricing such as the basis of billing, vendor expenses to be reimbursed, etc. The requirements have been developed to allow the Library to uniformly evaluate prices submitted for the work. Accordingly, you should follow these instructions carefully and provide all data requested in the formats specified herein and in any referenced attachments.

Any omissions in this proposal shall be identified by each Vendor and incorporated into their proposal including any omissions necessary to the success of the project and must be identified as a separate line item with pricing and included as part of this proposal. The Library will not increase the contract or any purchase order (either dollar amount or time) for items not included in the submitted proposal documents. All prices quoted shall be firm and fixed for the specified contract period.

PRICING

Describe your fees for the services in Section B. Please include all applicable factors listed including timing of fee payments and any other considerations you want to include based on your expertise.

# SAMPLE CONTRACT

This section shall include your response to our standard contract terms and conditions included in this Section D and shall form the basis for the preparation of a Contract covering the subject matter of this RFP.

You shall respond in your proposal either that all terms and conditions are acceptable or that some are acceptable and some are not. Underline or highlight those words, phrases, sentences, paragraphs, etc. that are not satisfactory and note any exceptions by referencing the appropriate article number, a brief explanation and alternative language, if any, and submit same on a separate typewritten sheet. Any exceptions will be taken into consideration when evaluating your proposal.

## STANDARD CONTRACT TERMS AND CONDITIONS:

**A G R E E M E N T**

 **THIS AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, [with its principal place of business located at/ doing business at] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Consultant”), jointly “the parties”.

The parties agree as follows:

1. **COORDINATION AND LIAISON**: The Consultant shall fully coordinate all services under the Agreement with the Manager of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (“Manager”) or, the Manager’s Designee.
2. **SERVICES TO BE PERFORMED**:
	1. As the Manager directs, the Consultant shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth on **Exhibit A, the Scope of Work,** to the City’s satisfaction.
	2. The Consultant is ready, willing, and able to provide the services required by this Agreement.
	3. The Consultant shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.
3. **TERM**: The Agreement will commence on \_\_\_\_\_\_\_\_, 20\_\_ and will expire on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Term”). [Subject to the Manager’s prior written authorization, the Consultant shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Manager.]
4. **COMPENSATION AND PAYMENT**:
	1. **Fee**: The City shall pay and the Consultant shall accept as the sole compensation for services rendered and costs incurred under the Agreement the amount of \_\_\_\_\_\_\_\_\_\_\_\_ Dollars ($\_\_\_\_\_\_\_\_\_) for fees. Amounts billed may not exceed the rates set forth in **Exhibit \_\_\_**.
	2. **Reimbursable Expenses**: The fees specified above include all expenses, and no other expenses shall be separately reimbursed hereunder.
	3. **Invoicing**: Consultant shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. The City’s Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.
	4. **Maximum Contract Amount**:
		1. Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ($\_\_\_\_\_\_\_) (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Consultant beyond that specifically described in **Exhibit A**. Any services performed beyond those in Exhibit A are performed at Consultant’s risk and without authorization under the Agreement.
		2. The City’s payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.
5. **STATUS OF CONSULTANT**: The Consultant is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Consultant nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.
6. **TERMINATION**:
	1. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon twenty (20) days prior written notice to the Consultant. However, nothing gives the Consultant the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Manager.
	2. Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Consultant or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Consultant’s business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.
	3. Upon termination of the Agreement, with or without cause, the Consultant shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.
	4. If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Consultant’s possession, custody, or control by whatever method the City deems expedient. The Consultant shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Consultant shall mark all copies of work product that are incomplete at the time of termination “DRAFT-INCOMPLETE”.
7. **EXAMINATION OF RECORDS**: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine any pertinent books, documents, papers and records of the Consultant, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.
8. **WHEN RIGHTS AND REMEDIES NOT WAIVED**: In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Consultant. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.
9. **INSURANCE:**
	1. **General Conditions**: Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Consultant shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-”VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the above-described policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement and shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Consultant shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City’s contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Consultant. Consultant shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Consultant. The Consultant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.
	2. **Proof of Insurance**: Consultant shall provide a copy of this Agreement to its insurance agent or broker. Consultant may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Consultant certifies that the certificate of insurance attached as **ExhibitB**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City’s contract number be referenced on the Certificate. The City’s acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Consultant’s breach of this Agreement or of any of the City’s rights or remedies under this Agreement. The City’s Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.
	3. **Additional Insureds**: For Commercial General Liability, Auto Liability and Professional Liability, Consultant and subcontractor’s insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
	4. **Waiver of Subrogation**: For all coverages required under this Agreement, Consultant’s insurer shall waive subrogation rights against the City.
	5. **Subcontractors and Subconsultants**: All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Consultant. Consultant shall include all such subcontractors as additional insured under its policies (with the exception of Workers’ Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Consultant agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.
	6. **Workers’ Compensation/Employer’s Liability Insurance**: Consultant shall maintain the coverage as required by statute for each work location and shall maintain Employer’s Liability insurance with limits of $100,000 per occurrence for each bodily injury claim, $100,000 per occurrence for each bodily injury caused by disease claim, and $500,000 aggregate for all bodily injuries caused by disease claims. Consultant expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Consultant’s officers or employees who may be eligible under any statute or law to reject Workers’ Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Consultant executes this Agreement.
	7. **Commercial General Liability**: Consultant shall maintain a Commercial General Liability insurance policy with limits of $1,000,000 for each occurrence, $1,000,000 for each personal and advertising injury claim, $2,000,000 products and completed operations aggregate, and $2,000,000 policy aggregate.
	8. **Business Automobile Liability**: Consultant shall maintain Business Automobile Liability with limits of $1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

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

* 1. **Professional Liability (Errors & Omissions)**: Consultant shall maintain limits of $1,000,000 per claim and $1,000,000 policy aggregate limit. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion) and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City.
	2. **Additional Provisions**:
1. For Commercial General Liability, the policy must provide the following:
2. That this Agreement is an Insured Contract under the policy;
3. Defense costs are outside the limits of liability;
4. A severability of interests, separation of insureds provision (no insured vs. insured exclusion); and
5. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
6. For claims-made coverage:
7. The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.
8. Consultant shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Consultant will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.
9. DEFENSE AND INDEMNIFICATION
	1. Consultant agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Consultant or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.
	2. Consultant’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Consultant’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.
	3. Consultant shall defend any and all Claims which may be brought or threatened against City and shall pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City will be in addition to any other legal remedies available to City and will not be the City’s exclusive remedy.
	4. Insurance coverage requirements specified in this Agreement in no way lessen or limit the liability of the Consultant under the terms of this indemnification obligation. The Consultant is responsible to obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.
	5. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.
10. **TAXES, CHARGES AND PENALTIES**: The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City’s prompt payment ordinance D.R.M.C. § 20-107, *et seq*. The Consultant shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.
11. **ASSIGNMENT; SUBCONTRACTING**: The Consultant shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Manager’s prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and will be cause for termination of this Agreement by the City. The Manager has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Consultant shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.
12. **INUREMENT**: The rights and obligations of the parties to the Agreement inure to the benefit of and shall be binding upon the parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.
13. **NO THIRD PARTY BENEFICIARY**: Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Consultant receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.
14. **NO AUTHORITY TO BIND CITY TO CONTRACTS**: The Consultant lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City’s Charter and the Denver Revised Municipal Code.
15. **SEVERABILITY**: Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.
16. **CONFLICT OF INTEREST**:
	1. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Consultant shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City’s Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.
	2. The Consultant shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Consultant represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Consultant by placing the Consultant’s own interests, or the interests of any party with whom the Consultant has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Consultant written notice describing the conflict.
17. **NOTICES**: All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Consultant at the address first above written, and if to the City at:

Manager of \_\_\_\_\_\_\_\_\_or Designee

201 West Colfax Avenue, Dept. \_\_\_\_\_\_\_

Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney’s Office

1437 Bannock St., Room 353

Denver, Colorado 80202

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

1. **NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:**
	1. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).
	2. The Consultant certifies that:
		1. At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
		2. It will participate in the E-Verify Program, as defined in § 8‑17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
	3. The Consultant also agrees and represents that:
		1. It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
		2. It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Consultant that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
		3. It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in either the E-Verify Program.
		4. It is prohibited from using either the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
		5. If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Consultant shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.
		6. It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.
	4. The Consultant is liable for any violations as provided in the Certification Ordinance. If Consultant violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Consultant shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Consultant from submitting bids or proposals for future contracts with the City.
2. **DISPUTES**: All disputes between the City and Consultant arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Manager as defined in this Agreement.
3. **GOVERNING LAW; VENUE**: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).
4. **NO DISCRIMINATION IN EMPLOYMENT**: In connection with the performance of work under the Agreement, the Consultant may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability. The Consultant shall insert the foregoing provision in all subcontracts.
5. **COMPLIANCE WITH ALL LAWS**: Consultant shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.
6. **LEGAL AUTHORITY**: Consultant represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Consultant represents and warrants that he has been fully authorized by Consultant to execute the Agreement on behalf of Consultant and to validly and legally bind Consultant to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Consultant or the person signing the Agreement to enter into the Agreement.
7. **NO CONSTRUCTION AGAINST DRAFTING PARTY**: The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.
8. **ORDER OF PRECEDENCE**: In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.
9. **INTELLECTUAL PROPERTY RIGHTS**: The City and Consultant intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Consultant and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, “Materials”), shall belong to the City. The Consultant shall disclose all such items to the City and shall register such items in the name of the City and County of Denver unless the Manager directs otherwise in writing. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq*., the Materials are a “work made for hire” and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a “work made for hire,” the Consultant (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity.
10. **SURVIVAL OF CERTAIN PROVISIONS**: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Consultant’s obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.
11. **ADVERTISING AND PUBLIC DISCLOSURE**: The Consultant shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Consultant’s advertising or public relations materials without first obtaining the written approval of the Manager. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Consultant shall notify the Manager in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.
12. **CONFIDENTIAL INFORMATION:**
	1. **City Information:** Consultant acknowledges and accepts that, in performance of all work under the terms of this Agreement, Consultant may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. Consultant agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Consultant shall be held in confidence and used only in the performance of its obligations under this Agreement. Consultant shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent consultant would to protect its own proprietary or confidential data. “Proprietary Data” shall mean any materials or information which may be designated or marked “Proprietary” or “Confidential”, or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Consultant by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.
13. **CITY EXECUTION OF AGREEMENT**: The Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.
14. **AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS**: The Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.
15. **USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS**: Consultant shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.
16. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**: Consultant consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature under the Agreement, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**EXHIBIT A**

**SCOPE OF WORK**

**EXHIBIT B**

**CERTIFICATE OF INSURANCE**

# ADDITIONAL REQUIRED INFORMATION

## VENDOR'S CHECK LIST:

The following check list should be used to ensure required documentation is attached to the proposal. If a document is not required for your proposal, write n/a in the blank.

|  |  |  |  |
| --- | --- | --- | --- |
| 1. | Have you signed the front page of the proposal? |  |  |
| 2. | Have you reviewed all proposal prices, checked unit costs, extensions and totals? |  |  |
| 3. | Have you included manufacturer's names and reference numbers, as applicable? |  |  |
| 4. | Have you listed the quantities you will supply? |  |  |
| 5. | Have you supplied any alternatives or additional information on separate headed note paper? |  |  |
| 6. | Have you responded to or completed and included in your response **all** of the Library’s requirements, questions, forms, including the Bidder/Vendor/Contractor Disclosure, References, Greenprint Denver Vendor Sustainability, Vendor Information, Diversity and Inclusiveness Information Request form and other Library requests (where applicable)? |  |  |
| 7. | Have you assured that there is sufficient time to transmit this proposal? The mailing envelope must be delivered on time, as specified in the proposal, to the correct address; the proposal must be sealed and marked with proposal number, date required and proposal title. |  |  |
| 8. | Have you enclosed relevant technical literature or samples (where applicable)? |  |  |

## BIDDER/VENDOR/CONTRACTOR DISCLOSURE OF PRINCIPALS

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bidding Entity's/Vendor's Name Telephone Number Form Completion Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address Printed Name of Officer/Owner

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip Code Signature of Officer/Owner

Section 20-69, D.R.M.C. requires the disclosure of the name of each officer, director, shareholder who owns or controls 5% or more of the business entity, principal, and owner of each bidding or proposing entity, and either the names of the spouses of those individuals and the names of their children under the age of eighteen (18), or a statement in lieu of the disclosure of the names of such spouses and children as set forth below in the "Certified Statement in Lieu of Disclosure". **The names of officers, directors, 5% shareholders, principals and owners must be disclosed in either event.** Required disclosures also include the names of any subcontractor/supplier receiving more than $100,000.00 of work and the names of any unions with which the bidder/Vendor has a collective bargaining agreement.

This page may be photocopied if additional space is required.

The individuals listed below are disclosed as having the noted relationship with the business entity/Vendor listed above. Show appropriate letter in the box to the left. Use center box for relationship to another line number: A=Officer, B=Director, C=Principal, D=Owner, E=Controller of 5% or more of the stock, F=Spouse, G=Child under age 18, H=Subcontractor, I=Supplier, J=Union. Identify with an asterisk (\*) all listed persons who have made a contribution or contribution in-kind, as defined by Section 15-32 D.R.M.C., within the last five years.

1. [ ] [ ] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 9. [ ] [ ]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. [ ] [ ] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 10. [ ] [ ]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3. [ ] [ ] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 11. [ ] [ ]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4. [ ] [ ] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 12. [ ] [ ]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

5. [ ] [ ] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 13. [ ] [ ]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

6. [ ] [ ] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 14. [ ] [ ]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

7. [ ] [ ] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 15. [ ] [ ]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

8. [ ] [ ] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 16. [ ] [ ]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**BIDDER/CONTRACTOR/VENDOR CERTIFIED STATEMENT**

**IN LIEU OF DISCLOSURE OF NAMES OF SPOUSES AND CHILDREN**

I hereby certify that, except as identified by an asterisk above, no officer, director, shareholder who owns or controls 5% or more of the business entity, principal, or owner or his or her spouse or child under eighteen years of age has made a contribution, as defined at Section 15-32 D.R.M.C., or a contribution in kind, as defined at Section 15-32 D.R.M.C., to a candidate, as defined at Section 15-32 D.R.M.C., during the last five years.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name of Officer/Owner of Bidding/Proposing entity

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Officer/Owner of Bidding/Proposing entity

## GREENPRINT DENVER VENDOR SUSTAINABILITY:

The Library/City encourages vendors to demonstrate a commitment to and experience in environmental sustainability and public health protection practices applicable to its line of products and/or services being procured in this proposal. See Section A of this proposal for the Greenprint Denver Policy and Guidance. The following are areas that may be addressed.

Explain how your products and/or service support the goals of environmentally preferable purchasing.

* Manufacturing Process
* Product Content
* Transportation
* Packaging
* Performance
* End of Life
* Third Party Certification (Green Seal, Eco Logo, Design for the Environment, etc.)
* Other

##

## **E.4** VENDOR INFORMATION

|  |  |
| --- | --- |
| **Information** | Vendor |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |
|  | Business Name |  |  | Tax ID # (TIN or SSN) |  |
|  |  |  |  |  |  |
|  | Business Address |  |  | Telephone Number |  |
|  |  |  |  |  |  |
|  | City, State Zip |  |  | Fax Number |  |
|  |  |  |  |  |
|  | Order Address (If different from above) |  | Email (not Required) |  |
|  |  |  |  | Vendor Entity Type (check one) |  |
|  | City, State, Zip |  |  | [ ]  Individual | [ ]  LLP/LLC |  |
|  |  |  |  |  |  |  |
|  | Remittance Name |  | [ ]  Partnership | [ ]  Sole Proprietor |  |
|  |  |  |  |  |  |
|  | Remittance Address |  | [ ]  Corporation | [ ]  Government |  |
|  |  |  |  |  |  |  |
|  | City, State, Zip |  |  | [ ]  Exempt/Non-Profit | [ ]  Employee |  |
|  |  |  |  |  |  |  |  |

**E.5** PROOF OF REGISTRATION WITH THE COLORADO SECRETARY OF STATE:

Vendors that are corporations or limited liability companies shall provide with their bid response a certificate of good standing from the Colorado Secretary of State’s Office as proof that they are properly registered to do business in the State of Colorado.

For further information, please visit: <http://www.sos.state.co.us/pubs/business/businessHome.html>

**E.6** DIVERSITY AND INCLUSIVENESS INFORMATION REQUEST FORM:

*See separate PDF form*