

RETURN TO:
Department of General Services
PURCHASING DIVISION
201 West Colfax Avenue
Department 304, 11th Floor
Denver, CO 80202
Phone: (720) 913-8100
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DEREK BROWN
INTERIM MANAGER, GENERAL SERVICES

CITY AND COUNTY OF DENVER



JOHN W. HICKENLOOPER
MAYOR

Department of General Services
PURCHASING DIVISION
www.denvergov.org/purchasing

Buyer: Randy Anderson
720-913-8109

JAMES P. MCINTYRE
DIRECTOR OF PURCHASING

FORMAL PROPOSAL

Proposal No. _____

6562

BASKETBALL COURT ASPHALT OVERLAY

“This is a defined pool selection program proposal”

SCHEDULE OF EVENTS

• Proposal Issued	April 27, 2009		
• Pre-Proposal Conference	May 5, 2009	10:00 A.M.	Local Time
• Deadline to Submit Additional Questions	May 8, 2009	5:00 P.M.	Local Time
• Response to Written Questions	May 13, 2009		
• Proposal Due Date	May 18, 2009	4:00 P.M.	Local Time
• Proposal Evaluation Period	One Week		

Vendor offers to furnish to the City and County of Denver the materials, supplies, 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.

THIS PROPOSAL MUST BE RETURNED IN A SEALED ENVELOPE WITH THE PROPOSAL NUMBER AND PROPOSAL TITLE ON THE ENVELOPE.

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SECTION A: GENERAL INFORMATION & PROPOSAL INSTRUCTIONS

A.1 BACKGROUND AND SCOPE:

The City and County of Denver, hereinafter referred to as the City, desires to solicit proposals relating to the purchase of **BASKETBALL COURT ASPHALT OVERLAY**

A.2 SUBMISSION OF PROPOSALS:

Submit one (1) original and (1) copy of your Proposal to the City & County of Denver Purchasing Division, 201 W. Colfax Ave., Dept. 304, 11th Floor, Denver, CO 80202. Proposals are to be in either an enclosed envelope or a sealed box and labeled with the Proposal number and name. Proposals must be received and time stamped in the Purchasing Division Office no later than date and time listed in the Schedule of Events. Individual Proposals will be read in public. No proposals should be submitted in plastic sleeves or spiral binders. They may be submitted in 3 ring binders.

The City requests that whenever possible proposals be duplex printed on paper containing 30% post –consumer content in observance with the Greenprint Denver action plan.

A.3 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be conducted the date and time listed in the Schedule of Events on the cover page. The Pre-Proposal Conference will take place at the Wellington Webb Municipal Building located at 201 West Colfax Avenue, Denver, CO 80202 in Conference Room 3.H.1 located on the third floor of the above address. The proposal terms and conditions will be reviewed and discussed at this time.

A.4 SITE INSPECTION:

Vendors should visit the site and familiarize themselves with any conditions which may affect performance and proposed prices. Submission of a proposal will be prima facie evidence that the vendor did, in fact, make a site inspection and is aware of all conditions affecting performance and proposed prices.

City Buyer: Randy Anderson
E-Mail: randy.anderson@denvergov.org
Phone: 720-913-8109

Questions received up to deadline to submit question in the Schedule of Events will be answered in writing per the Schedule of Events. Answers to questions from any Vendor will be provided to all Vendors.

All communications regarding this proposal shall only be through the City's buyer listed above. No communication is to be directed to any other City personnel.

A.5 ESTIMATED QUANTITIES:

Quantities listed are the City and County of Denver's best estimate and do not obligate the Buyer to order or accept more than City and County of Denver's actual requirements during the period designated, as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that the resulting Purchase order or contractual agreement is to supply the City with its complete actual requirement of the materials specified in this proposal for the designated period.

A.6 PROPOSAL AND PERFORMANCE BONDS AND SURETIES:

The successful vendor will be required to furnish a performance bond or, in the alternative, an irrevocable letter of credit from a local financial institution, in the amount of The Bid If a performance bond is furnished by the successful vendor, it must be executed by the owner, a general partner or, if a corporation, the secretary's signature and the seal of the corporation must be affixed.

A.7 ADDENDA

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

A.8 ACCEPTANCE PERIOD

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

A.9 PRICING INSTRUCTIONS:

All prices quoted shall be firm and fixed. Pricing shall be in the format contained in Section C of this Proposal. Alternative approaches for the pricing of the requested products and services may be provided, however, such alternate approaches shall be described separately and must be in addition to the format in Section C. Do not include cost or price figures anywhere except in the cost and pricing section.

A.10 TECHNICAL REQUIREMENTS/STATEMENT OF WORK

Section B of this Proposal contains our proposed Scope of Work and/or Technical Requirements. This document shall form the basis of a Purchase order or contractual agreement covering the subject matter of this Proposal. 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 City reserves the right to reject any or all of your proposed modifications. The City welcomes cost saving proposals which still satisfy all technical and business objectives.

A.11 PROPOSAL CONDITIONS AND PROVISIONS:

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

Department of General Services on or before the time and date of the proposal opening 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 proposal as stated or implied herein. Any alteration, erasure or interlineation by the vendor in this proposal shall constitute cause for rejection by the Manager of General Services. Exceptions or deviations to this proposal must not be added to the proposal pages, but must be on vendor's letterhead and accompany proposal. Should the City omit anything from this proposal 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 Manager of General Services at least forty-eight (48) hours prior to the time and date of the proposal opening shown in page one.

Typographical errors in entering quotations on proposal may result in loss of award of contract purchase order.

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

Unit price for each item proposed on shall be shown and shall be for the unit of measurement indicated. In case of error in extension of prices, the unit price will govern.

Any omissions as to the manufacturer's brand name, code or stock number, or style that is asked for shall be considered cause to reject any or all items on proposal if deemed to be in the best interest of the City to do so.

The Manager of General Services reserves the right to waive any technical or formal errors or omissions and to reject any and all proposals, or to award contract for the items hereon, either in part or whole, if he deems it to be in the best interests of the City and County of Denver 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 City shall have the right to inspect the facilities and equipment of the successful vendor to insure such compliance.

No proposal shall be accepted from, and no purchase order or contractual agreement will be awarded to, any person, firm or corporation that is in arrears to the City and County of Denver, upon debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City, or that has failed to attain or demonstrate compliance with any law, ordinance, City regulation, or contract term or condition as may be provided for or required in any City contract, or that may be deemed irresponsible or unreliable by the Manager of General Services. Vendors may be required to submit satisfactory evidence that they have a practical knowledge of the particular work proposal upon and that they have the necessary financial resources to perform and complete the work outlined in this proposal.

The vendor agrees to abide by all the laws, regulations and administrative rulings of the United States, the State of Colorado and the City and County of Denver, securing all necessary licenses and permits in connection with the proposals.

All materials, supplies and equipment furnished or services performed under the terms of this purchase order or contractual agreement shall comply with the requirements and standards specified in the Williams-Steiger Occupational Safety and Health Act of 1970 (Public Law 91-596) as well as with other applicable federal, state and local codes.

All merchandise furnished or service performed must comply with City and State Codes.

In the event that this proposal requires a formal contract to be prepared by the City and County of Denver, the successful vendor will properly sign and furnish necessary performance bonds, insurances, Workers' Compensation, etc., as required by the respective proposal within ten (10) days (unless a longer period is allowed) from the date of receipt of the formal contract forms.

All vendors must take into consideration that only the City's contract documents will be used in the finalization of this agreement. This will include the total proposal and the City Attorney's general form.

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

A.12 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 City employment), or for any employee or former employee (within six months of termination from City employment) to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding of application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

It 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 City and County of Denver employee, the proposal shall be disqualified and shall not be reinstated.

A.13 NON-COLLUSIVE VENDOR CERTIFICATION:

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

- A. The proposal has been arrived at by the vendor independently and has been submitted without collusion with any other vendor.
- B. 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.
- C. 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 Director of Purchasing 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.

A.14 AWARDS:

Award will be made on an "all or none" basis. Prices must be shown for each item listed. Proposals submitted without individual item prices listed will be considered as non-responsive and rejected.

Time is of the essence and will be evaluated as well as price.

A.15 DEFINED POOL SELECTION REQUIREMENTS:

This construction contract solicitation is subject to the defined pool selection requirements of Article VII, Chapter 28 of the Denver Revised Municipal Code (D.R.M.C.) (the "SBE Ordinance") and, as such, this contract is excluded from the coverage of Article III, Chapter 28 of the D.R.M.C.

Section 28-207, D.R.M.C. of Article VII authorizes the Director of the Division of Small Business Opportunity (DSBO) to designate selected design and construction services contracts as restricted for award only to Small Business Enterprises (SBEs) participating in the defined pool selection program. The Director has designated this project solicitation as a defined pool project and in accordance with the SBE ordinance requirements; award will be strictly limited to currently certified SBE bidders/proposers/joint venturer members who comply with the requirements of Article VII. Proper SBE certification in accordance Section 28-206, D.R.M.C. shall be a condition of responsiveness and award will only be made to the lowest, total, responsive, qualified SBE proposers. Under Section 28-208, D.R.M.C., compliance with this defined pool selection requirement shall be mandatory for all bidders/proposers and shall require a demonstration that each bidder/proposer is either: (1) a certified SBE contractor or (2) a qualified joint venture that includes a certified SBE contractor. In addition, each bidder/proposer must establish that such SBE will perform a commercially useful function.

Each bidder/proposer shall submit, at the time of bid opening/proposal submittal the completed forms and other information required by DSBO to demonstrate compliance with the requirements of this Article VII. A determination by DSBO that a bidder/proposer has failed to comply with this defined pool selection requirement, as specified herein and set forth in Chapter VII, and, as such, is non-responsive; shall result in no further consideration of the bid by the Manager of General Services.

Specifically, Section 28-212, D.R.M.C. requires each bidder/proposer to list, at the time of bid opening/proposal submission, the SBE contractor that meets the defined pool requirement for the bid. The bidder/proposer shall fully complete and execute the following forms to address the defined pool program requirement for this solicitation:

1. SBE Commitment Page
2. SBE Joint Venture Forms (if applicable)

DSBO will evaluate only the completed and fully executed forms provided with the bid/proposal or as otherwise specified and determine whether or not the bid/proposal is responsive under Section 28-213, D.R.M.C. If a bidder/proposer has failed to comply with the defined pool selection requirement process outlined in this section and the referenced forms, the bidder/proposer will be found non-responsive and shall result in no further consideration of the bid by the Manager of General Services.

All bidders/proposers are charged with knowledge of and are solely responsible for complying with each and every provision of the Ordinance in making a bid/proposal and, if awarded, in performing the work described in the Contract Documents. Failure to comply with these provisions could constitute cause for rejection of a bid or subject the selected contractor to sanctions set forth in the Ordinance. These instructions are intended only to generally assist the bidder in preparing and submitting a compliant bid. Should any questions arise regarding specific circumstances, bidders/proposers must consult the Ordinance or contact the Project's designated DSBO representative at (720) 913-1700).

A.16 EVALUATION AND AWARDS:

The criteria to be used for the proposal evaluation include but are not limited to:

- (a) Price
- (b) Response to section B
- (c) Small Business Enterprise(SBE) Eligibility
- (d) Ability to comply with Bonding and Insurance Requirements
- (e) Submittal Completeness
- (f) Compliance with Green Initiatives

The City is anticipating awarding this proposal to a contractor who is part of the City's Division of Small Business Opportunity's Defined Pool. To be qualified for an award resulting from this RFP, contractors should be able to complete the attached documentation in Sections E.2 & E.3 of this document showing that they comply with this requirement.

A.17 BRAND AND/OR TRADE NAMES:

Each vendor shall agree to furnish the proposed services, equipment or materials that are called for on the face of this proposal in strict accordance with the conditions, requirements and specifications of this invitation to propose. In the event the City includes trade names as a part of the work description of any item, any participating vendor may submit quotations on other trade-named products, providing they are equivalent, unless the wording "no substitute" is indicated. When the description includes the wording "no substitute" in addition to the trade name, quotations of price will be accepted only on the trade-named product indicated. All disputes concerning grades and quality of merchandise or work shall be determined by the Director of Purchasing or his/her authorized representative.

Brand Names: Where a manufacturer's brand name of merchandise is given in this proposal, it does not mean to construe or imply an endorsement by the City and County of Denver of this brand only, but is used as a norm of quality, type, etc.

A.18 PRODUCT/PERFORMANCE LITERATURE:

Proposals submitted for products considered by the seller to be equal to or better than the brand names or manufacturer's catalog references specified herein, must be submitted with technical literature and/or detailed product brochures for the City's use to evaluate the product(s) offered. Proposals submitted without this product information may be considered as non responsive and rejected.

A.19 GREENPRINT DENVER POLICY AND GUIDANCE:

The City & County of Denver, 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, City agencies are directed to procure cost-competitive products and services that minimize resource consumption and negative impacts on the environment and human health.

In requesting proposals for the City, 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 City during its evaluation processes will actively assess the quality and value of all proposals.

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.

A.19.a 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 City's EPP evaluation may extend to raw materials acquisition, energy consumption in manufacturing and transport, packaging, recyclability, waste disposal, and many other factors.

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SECTION B: SCOPE OF WORK AND TECHNICAL REQUIREMENTS

This Proposal is for the Asphalt Overlay of Five Basketball Courts for the City of Denver

Material and Labor to be provided in accordance with the following specifications.

Asphalt to be 20% Recycled Asphalt Product (RAP)

PART 1-GENERAL

1.01 Work Included

- A. Asphalt Overlay to include Petromat reinforcement fabric or approved equal color surfacing, and striping

1.02 Reference Standards

- B. CDOT Division of Highways, Standard Specification for Road Construction
- C. USTC & TBA Guidelines and Specifications for new asphalt.

1.03 Project Conditions

- A. The minimum ambient temperature for placement of the bituminous mixture and application of the play court surfacing material shall be 50 Degrees Fahrenheit (10 Degrees Celsius). Do not apply surfacing materials if the threat of rain is imminent or if freezing temperatures will be experienced within 24 hours following the application.
- B. Asphalt Overlay shall not be placed on wet or frozen sub grade

1.04 Warranty

- A. Contractor shall warrant all materials and workmanship for a period of (1) one year from the date of acceptance of the project.

PART 2; PRODUCTS

2.01 Paving

Tack Coat

- A. Tack Coat shall be uncut Asphalt Cement 10
- B. Paving Fabric - Ameco Petromat # 45999 or an approved equal
- C. Asphalt - Shall meet mix design specification C.D.O.T. CX gradation:1/2" aggregate mix
- D. Line Striping Products: :- World Class Brand or approved equal

PART 3 EXECUTION

3.01 Asphalt Overlay

- A. Surface to be cleaned prior to start of project.
- B. Fill all cracks prior to overlay
- C. Apply Tack Coat at the rate of approximately 0.2 to 0.3 gallons per square yard. Amount should fully saturate the fabric material with out leaving excess tack coat.
- D. Install paving fabric using mechanical lay down equipment Following installation fabric shall be rolled to eliminate wrinkles Joints shall be overlapped 2 to 4 inches Apply additional
- E. tack coat to joints as needed to ensure proper saturation.
- F. Asphalt shall be replaced a compacted depth of 2 inches by use of a paving machine or a spreader. Box Hot Mix Asphalt shall be laid at a temperature not lower than 225 degrees. Any irregularities in the asphalt should be corrected immediately behind the pavement machine.
- G. Compaction of asphalt shall begin immediately after the mix is placed and shall continue until mixture is thoroughly compacted and no roller marks are visible.
- H. Tolerance of finished surface shall not exceed 1/8" when measured under a 10" straightedge any direction.

B.1 PREVAILING WAGES

The Vendor and every subcontractor under this contract shall:

- a. Pay every worker, mechanic and laborer employed under this purchase order or contractual agreement not less than the scale of wages as determined by the Career Service Board under subsection (c) of Section 20-76 of the Revised Municipal Code.
- b. Pay all workers, mechanics and other laborers at least once a week the full amounts of wages accrued at the time of payment, computed at wage rates not less than those stated in the specifications.
- c. Post in a prominent and easily accessible place at the site of the work the scale of wages to be paid by the vendor and all subcontractors working under the vendor.
- d. Furnish the Auditor each week during which work is in progress under the purchase order or contractual agreement, a true and correct copy of the payroll records of all workers, laborers and mechanics employed under the contract, either by the vendor or subcontractors. Such payroll records shall include information showing the number of hours worked by each worker, laborer or mechanic employed under the contract,

the hourly pay of each such worker, laborer or mechanic, any deductions made from pay, and the net amount of pay received by each worker, laborer or mechanic for the period covered by the payroll. The payroll record shall be accompanied by a sworn statement of the vendor that the copy is a true and correct copy of the payroll records of all mechanics, laborers, or other workers working under the contract either for the vendor or subcontractors, that payments were made to the workers, laborers and mechanics as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all workers, mechanics and other laborers employed on work under the contract, either by the vendor or by any subcontractor have been paid the prevailing wages as set forth in the contract specifications.

If the vendor or any subcontractor shall fail to pay such wages as are required by the purchase order or contractual agreement, the Auditor shall not approve any warrant or demand for payment to the vendor until the vendor furnishes the Auditor evidence satisfactory to the Auditor that such wages so required by the purchase order or contractual agreement have been paid.

If any laborers, worker or mechanic employed by the vendor or any subcontractor under the purchase order or contractual agreement has been or is being paid a rate of wages less than the rate of wages required by the purchase order or contractual agreement to be paid as aforesaid, the City may, by written notice to the vendor, suspend or terminate the vendor's right to proceed with the work, or such part of the work as to which there has been a failure to pay the required wages and, in the event of termination, may prosecute the work to completion by contract or otherwise, and the vendor and any sureties shall be liable to the City for any excess costs occasioned the City thereby.

Information as to forms and other requirements concerning prevailing wages may be obtained from the City Auditor's office, Prevailing Wage Section, 201 West Colfax, Denver, CO 80202, telephone 720-913-5009.

B.2 CONSTRUCTION AND REMODELING CONTRACTING PROVISIONS:

Vendor shall be responsible for obtaining any and all permits (including the cost thereof) required to perform this installation. The installation shall be in complete compliance with City of Denver Building and Fire Codes.

The City shall at all times have the right to inspect the work and materials used in the construction of the improvements. The vendor shall furnish all reasonable aid and assistance required for the proper examination of the work and all parts thereof. The vendor shall regard and obey directions and instructions of the City's Manager of Public Works or his/her authorized inspectors, when such directions or instructions are consistent with the plans and specifications for the improvements to be constructed hereunder; provided, however, that should the vendor object to any order given by the City's authorized inspector, they may make a written application to the City's Manager of Public Works for his/her decision, which decision shall be final and conclusive. Such inspection shall not relieve the vendor from the obligation to construct the improvements strictly in accordance with the approved plans and specifications or any approved modification thereof.

PROTECTION OF PROPERTY: The vendor shall assume full responsibility and expense for the protection of all public and private property, structures, water mains, sewers, utilities, etc., both above and below ground, at or near the site or sites of the work being performed under the contract, or which are in any manner affected by the prosecution of the work or the transportation of men and materials in connection therewith. The Vendor shall give reasonable

written notice in advance to the Department of the City having charge of any property or utilities owned by the City and to other owner or owners of public or private property or utilities when they will be affected by the work to be performed under the contract, and shall make all necessary arrangements with such department, departments, owner or owners for the removal and replacement or protection of such property or utilities.

METHODS OF OPERATION: Construction work started by the vendor on any unit of his/her contract must be continuously and actively prosecuted with an optimum complement of workmen and equipment to expedite completion in the shortest possible time. The Vendor shall organize to do this construction eight hours per day from Monday to Friday inclusive in each week, excluding legal holidays.

All work shall be accomplished by workers proficient and experienced in the trades required and in an orderly and responsible manner in accordance with recognized standards and the plans and specifications.

Premises shall be kept clean and neat. Materials, scrap and equipment not having further use at the site shall be promptly removed from the job site. Disposal of vendor's waste materials in the City's containers is prohibited unless prior permission has been granted.

OSHA GUIDELINES: The vendor shall be familiar with and operate within the guidelines as set forth by the Occupational Safety and Health Act.

For all operations requiring the placement and movement of the Vendor's equipment, vendor shall observe and exercise and compel his/her employees to observe and exercise all necessary caution and discretion so as to avoid injury to persons, damage to property of any and all kinds, and annoyance to or undue interference with the movement of the public and City personnel.

All ladders, scaffolding or other devices used to reach the surface of objects not otherwise accessible, shall be of sound construction, firm and stable, and shall be maintained in good condition. All such equipment shall be moved onto the areas where they are required, placed, shifted where necessary, and removed from the areas in such manner as to provide maximum safety to persons and property and cause the least possible interference with the normal usage of such areas by the public and City personnel.

B.3 F.O.B. POINT:

All prices quoted shall be F.O.B. The Following Parks

- Lindsley Park E. 12th Ave at Dexter St.
- Bryant Street Park Bryant St. at Ellsworth.
- Pecos St. and West Byers Place.
- Pferdestellar Park 33rd. Ave at Yates St.
- Sanchez Park W.13th Ave at Knox Ct.
- Green Valley Ranch West E. 45th Ave at Argonne

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SECTION C: PRICING/PROPOSAL ITEMS

C.1 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. The requirements have been developed to allow the City 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.

The City will not increase the contract or any purchase order (either dollar amount or time) for items not included in the submitted proposal documents.

C.2 CHANGES:

The City will not consider change orders or amendments unless it is deemed a change in the original scope of the project and accepted by the City's project manager prior to the work being started. All items not itemized in the pricing above which are instrumental to completing the project will be at the cost of the vendor to supply at no additional charge to the City.

C.3 PRICING:

All prices quoted shall be firm and fixed.

C.4 PROPOSAL ITEMS:

ITEM NO 1: Lindsley Park E. 12th Ave at Dexter St

Net Cost for Materials \$_____

Net cost for Labor \$_____

Completion Time _____ Calendar Days

ITEM NO. 2: Bryant Street Park Bryant St. at Ellsworth. ½ Court

Net Cost for Materials \$_____

Net cost for Labor \$_____

Completion Time _____ Calendar Days

The remainder of this page left blank intentionally

ITEM NO. 3: Pecos St and West Byers Place

Net Cost for Materials \$_____

Net cost for Labor \$_____

Completion Time _____Calendar Days

ITEM NO 4: Pferdestellar Park 33rd Ave at Yates St.

Net Cost for Materials \$_____

Net cost for Labor \$_____

Completion Time _____Days

ITEM NO 5: Sanchez Park W.13th Ave at Knox Ct.

Net Cost for Materials \$_____

Net cost for Labor \$_____

Completion Time _____Calendar Days

ITEM NO 6: Green Valley Ranch West E. 45th.Ave at Argonne

Net Cost for Materials \$_____

Net cost for Labor \$_____

Completion Time _____Calendar Days

GRAND TOTAL FOR ITEMS 1-6

\$_____

FOR ADDITIONAL INFORMATION CONTACT RANDY ANDERSON

Ph.720-913-8109

e-mail randy.anderson@denvergov.org

SECTION D: GENERAL CONDITIONS OF PURCHASE:

D.1 NON-EXCLUSIVE:

This Purchase Order is non-exclusive. City does not guarantee any minimum purchase other than as provided herein

D.2 INSPECTION AND ACCEPTANCE:

Vendor shall perform all services in accordance with the standard of care exercised by highly competent vendors who perform like or similar services. City may inspect all goods/services prior to acceptance. Payment does not constitute acceptance. Vendor shall bear the cost of any inspection/testing that reveal goods/services that are defective or do not meet specifications. City's failure to accept or reject goods/services shall not relieve Vendor from its responsibility for such goods/services that are defective or do not meet specifications nor impose liability on City for such goods/services. If any part of the goods/services are not acceptable to City, City may, in addition to any other rights it may have at law or in equity: (1) make a warranty claim; (2) repair and/or replace the goods or substitute other services at Vendor's expense; or (3) reject and return the goods at Vendor's cost and/or reject the services at Vendor's expense for full credit. Any rejected goods/services are not to be replaced without written authorization from City, and any such replacement shall be on the same terms and conditions contained in this Purchase Order.

D.3 SHIPPING, TAXES AND OTHER CREDITS AND CHARGES:

Vendor shall procure all permits and licenses; pay all charges, taxes and fees; and give all notices necessary and incidental to the fulfillment of this Purchase Order and all cost thereof have been included in the prices contained herein. City shall not be liable for the payment of taxes, late charges or penalties of any nature, except as required by D.R.M.C. § 20-107, et seq. The price of all goods/services shall reflect all applicable tax exemptions. City's Federal Registration No. is 84-6000580 and its State Registration No. is 98-02890. All pricing is F.O.B. destination unless otherwise specified. Shipments must be marked with Vendor's name, the Purchase Order number, and contain a delivery or packing slip. Vendor shall not impose any charges for boxing, crating, parcel post, insurance, handling, freight, express or other similar charges or fees. Vendor shall notify City in writing of any price decreases immediately, and City shall receive the benefit thereof on all unshipped items. Vendor shall comply with any additional delivery terms specified herein. Vendor shall be responsible for the cleanup and reporting of any contamination (environmental or otherwise) or spillage resulting from the delivery and/or unloading of goods within twenty-four (24) hours of the contamination or spillage or sooner if required by law. Vendor shall pay all sales and use taxes levied by City on any tangible personal property built into the goods/services. Vendor shall obtain a Certificate of Exemption from the State of Colorado Department of Revenue prior to the purchase of any materials to be built into the goods/services and provide a copy of the Certificate to City prior to final payment.

D.4 RISK OF LOSS:

Vendor shall bear the risk of loss, injury or destruction of goods prior to delivery to City. Loss, injury or destruction shall not release Vendor from any obligation hereunder.

D.5 INVOICE:

Each invoice shall include: (i) the purchase order number; (ii) individual itemization of the goods/services; (iii) per unit price, extended and totaled; (iv) quantity ordered, back ordered and shipped; (v) an invoice number and date; (vi) ordering department's name and "ship to" address; and (vii) agreed upon payment terms set forth herein.

D.6 PAYMENT:

Payment shall be subject to City's Prompt Payment Ordinance D.R.M.C. § 20-107, et-seq. after City accepts the goods/services. City's payment obligations hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Purchase Order, encumbered for the purpose of this Purchase Order and paid into the Treasury of City. Vendor acknowledges that: (i) City does not by this Purchase Order, irrevocably pledge present cash reserves for payments in future fiscal years; and (ii) this Purchase Order is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City. City may setoff against any payments due to Vendor any claims and/or credits it may have against Vendor under this Purchase Order.

D.7 AMENDMENTS/CHANGES:

Only the Manager of General Services or his delegate is authorized to change or amend this Purchase Order by a formal written change order. Any change or amendment that would cause the aggregate payable under this Purchase Order to exceed the amount appropriated and encumbered for this Purchase Order is expressly prohibited and of no effect. Vendor shall verify that the amount appropriated and encumbered is sufficient to cover any increase in cost due to changes or amendments. Goods/services provided without such verification are provided at Vendor's risk. The Vendor has no authority to bind City on any contractual matters.

D.8 WARRANTY:

Vendor warrants and guarantees to City that all goods furnished under this Purchase Order are free from defects in workmanship and materials, are merchantable, and fit for the purposes for which they are to be used. For any goods furnished under this Purchase Order which become defective within twelve (12) months (unless otherwise specified) after date of receipt by City, Vendor shall either, at City's election and to City's satisfaction, remedy any and all defects or replace the defective goods at no expense to City within seven (7) days of receipt of the defective goods or accept the defective goods for full credit and payment of any return shipping charges. Vendor shall be fully responsible for any and all warranty work, regardless of third party warranty coverage. Vendor shall furnish additional or replacement parts at the same prices, conditions and specifications delineated herein.

D.9 INDEMNIFICATION/LIMITATION OF LIABILITY:

Vendor shall indemnify and hold harmless City (including but not limited to its employees, elected and appointed officials, agents and representatives) against any and all losses (including without

limitation, loss of use and costs of cover), liability, damage, claims, demands, actions and/or proceedings and all costs and expenses connected therewith (including without limitation attorneys' fees) that arise out of or relate to any claim of infringement of patent, trademark, copyright, trade secret or other intellectual property right related to this Purchase Order or that are caused by or the result of any act or omission of Vendor, its agents, suppliers, employees, or representatives. Vendor's obligation shall not apply to any liability or damages which result solely from the negligence of City. City shall not be liable for any consequential, incidental, indirect, special, reliance, or punitive damages or for any lost profits or revenues, regardless of the legal theory under which such liability is asserted. In no event shall City's aggregate liability exceed the agreed upon cost for those goods/services that have been accepted by City under this Purchase Order up to the Total Purchase Order Amount. Notwithstanding anything contained in this Purchase Order to the contrary, City in no way limits or waives the rights, immunities and protections provided by C.R.S. § 24-10-101, et seq.

D.10 TERMINATION:

City may terminate this Purchase Order, in whole or in part, at any time and for any reason immediately upon written notice to Vendor. In the event of such a termination, City's sole liability shall be limited to payment of the amount due for the goods/services accepted by City. Vendor acknowledges the risks inherent in this termination for convenience and expressly accepts them. Termination by City shall not constitute a waiver of any claims City may have against Vendor.

D.11 INTERFERENCE:

Vendor shall notify the Director of Purchasing immediately of any condition that may interfere with the performance of Vendor's obligations under this Purchase Order and confirm such notification in writing within twenty-four (24) hours. City's failure to respond to any such notice shall in no way act as a waiver of any rights or remedies City may possess.

D.12 VENUE, CHOICE OF LAW AND DISPUTES:

Venue for all legal actions shall lie in the District Court in and for City and County of Denver, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and Revised Municipal Code, rules, regulations, Executive Orders, and fiscal rules of City. All disputes shall be resolved by administrative hearing, pursuant to the procedure established by D.R.M.C. § 56-106. Director of Purchasing shall render the final determination.

D.13 ASSIGNMENT/NO THIRD PARTY BENEFICIARY:

Vendor shall not assign or subcontract any of its rights or obligations under this Purchase Order without the written consent of City. In the event City permits an assignment or subcontract, Vendor shall continue to be liable under this Purchase Order and any permitted assignee or subcontractor shall be bound by the terms and conditions contained herein. This Purchase Order is intended solely for the benefit of City and Vendor with no third party beneficiaries

D.14 NOTICE:

Notices shall be made by Vendor to the Director of Purchasing and by City to Vendor at the addresses provided herein, in writing sent registered, return receipt requested.

D.15 COMPLIANCE WITH LAWS:

Vendor shall observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules, regulations and executive orders related to its performance under this Purchase Order. City may immediately terminate this Purchase Order, in whole or in part, if Vendor or an employee is convicted, plead nolo contendere, or admits culpability to a criminal offense of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature.

D.16 INSURANCE:

Vendor shall secure, before delivery of any goods/services, the following insurance covering all operations, goods and services provided to City. Vendor shall keep the required insurance coverage in force at all times during the term of the Purchase Order, or any extension thereof, during any warranty period, and for three (3) years after termination of this Purchase Order. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as "A"VIII or better. Each policy shall contain a valid provision stating "Should any of the above-described policies be canceled or should any coverage be reduced before the expiration date thereof, the issuing company shall send written notice to the Denver Risk Administrator, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202 by certified mail, return receipt requested. Such written notice shall be sent thirty (30) days prior to such cancellation or reduction unless due to non-payment of premiums for which notice shall be sent ten (10) days prior." If any policy is in excess of a deductible or self-insured retention, City must be notified by Vendor. Vendor shall be responsible for the payment of any deductible or self-insured retention. City reserves the right to require Vendor to provide a bond, at no cost to City, in the amount of the deductible or self-insured retention to guarantee payment of claims. The insurance coverages specified in this Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of Vendor. Vendor shall provide a copy of this Purchase Order to its insurance agent or broker and have its agent or broker provide proof of Vendor's required insurance on the industry standard ACORD form. . City reserves the right to require Vendor to provide a certificate of insurance, a policy, or other proof of insurance as required by City's Risk Administrator in his sole discretion. Vendor's insurer shall name City as an additional insured and waive subrogation rights against City. All sub-consultants, subcontractors, independent contractors, suppliers or other entities providing goods/services hereunder shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Vendor. Vendor shall include all such entities as insureds under its policies or shall ensure that they all maintain the required coverages. Vendor shall provide proof of insurance for all such entities upon request by City. For Worker's Compensation Insurance, Vendor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 for each bodily injury occurrence claim, \$100,000 for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Vendor

expressly represents to City, as a material representation upon which City is relying, that none of the Vendor'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 Purchase Order, and that any such rejections previously effected, have been revoked. Vendor shall maintain general liability coverage with limits of \$1,000,000 for each occurrence claim, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations for each occurrence, and \$2,000,000 policy aggregate. Vendor shall maintain auto coverage with limits of \$1,000,000 for bodily injury per person, \$1,000,000 for bodily injury for each accident, and \$1,000,000 for property damage applicable to all vehicles operating on City property and elsewhere. For general liability coverage, the policy must provide the following: (i) unlimited defense costs in excess of policy limits; (ii) contractual liability covering the indemnification provisions of this Purchase Order; (iii) severability of interests provision; (iv) waiver of exclusion for lawsuits by one insured against another; (v) provision that coverage is primary; (vi) provision that coverage is non-contributory with other coverage or self-insurance provided by City; and (vii) if the policy is a claims-made policy, then the retroactive date must be on or before the first date when any goods or services were provided to City.

D.17 SEVERABILITY:

If any provision of this Purchase Order, except for the provisions requiring appropriation and encumbering of funds and limiting the total amount payable by City, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity of the remaining portions or provisions shall not be affected if the intent of City and Vendor can be fulfilled.

D.18 SURVIVAL:

All terms and conditions of this Purchase Order which by their nature must survive termination/expiration shall so survive. Without limiting the foregoing, Vendor's insurance, warranty and indemnity obligations shall survive for the relevant warranty or statutes of limitation period plus the time necessary to fully resolve any claims, matters or actions begun within that period. Bonds shall survive as long as any warranty period.

D.19 NO CONSTRUCTION AGAINST DRAFTING PARTY:

No provision of this Purchase Order shall be construed against the drafter.

D.20 STATUS OF VENDOR/OWNERSHIP OF WORK PRODUCT:

Vendor is an independent contractor retained on a contractual basis to perform services for a limited period of time as described in Section 9.1.1E(x) of the Charter of City. Vendor and its employees are not employees or officers of City under Chapter 18 of the D.R.M.C. for any purpose whatsoever. All goods, deliverables, hardware, software, plans, drawings, reports, submittals and all other documents or things furnished to City by Vendor shall become and are the property of City, without restriction.

D.21 RECORDS AND AUDITS:

Vendor shall maintain for three (3) years after final payment hereunder, all pertinent books, documents, papers and records of Vendor involving transactions related to this Purchase Order, and City shall have the right to inspect and copy the same.

D.22 REMEDIES/WAIVER:

No remedy specified herein shall limit any other rights and remedies of City at law or in equity. No waiver of any breach shall be construed as a waiver of any other breach.

D.23 NO DISCRIMINATION IN EMPLOYMENT:

Vendor shall not refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and Vendor shall insert the foregoing provision in any subcontracts hereunder.

D.24 USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:

Vendor shall cooperate and comply with the provisions of Executive Order 94. Violation may result in City terminating this Purchase Order or barring Vendor from City facilities or from participating in City operations.

D.25 CONFLICT OF INTEREST:

No employee of City shall have any personal or beneficial interest in the goods/services described in this Purchase Order; and Vendor shall not hire or contract for services any employee or officer of City which would be in violation of 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.

D.26 ADVERTISING AND PUBLIC DISCLOSURE:

Vendor shall not reference the goods/services provided hereunder in any of its advertising or public relations materials without first obtaining the written approval of the Manager of General Services.

D.27 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS TO PERFORM WORK UNDER THIS PURCHASE ORDER:

This Purchase Order is subject to Article 17.5 of Title 8, Colorado Revised Statutes, as now existing or hereafter amended, (the "Certification Statute"). Compliance by the Contractor and its subcontractors with the Certification Statute is expressly made a contractual condition of this Purchase Order. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Purchase Order. The Contractor shall not enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien or that fails to certify to the Contractor that it does not knowingly employ or contract with an illegal alien to perform work

under this Purchase Order. The Contractor represents, warrants, and agrees that: (a) It has verified or attempted to verify that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the U.S. Social Security Administration and U.S. Department of Homeland Security (“Basic Pilot Program” or “BPP”), as defined in § 8-17.5-101(1), C.R.S., or that if it is not accepted into the BPP prior to entering into this Purchase Order, it shall apply to participate in the BPP every three months until either it is accepted into the BPP or its has completed its obligations under this Purchase Order, whichever occurs first; (b) It will not use the BPP to undertake pre-employment screening of job applicants while performing its obligations under this Purchase Order; (c) If it obtains actual knowledge that a subcontractor performing work under this Purchase Order knowingly employs or contracts with an illegal alien, it will notify such subcontractor and the City within three days, and terminate such subcontractor if within three days after such notice the subcontractor does not stop employing or contracting with the illegal alien, unless during such three day period the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien; (d) It shall comply with all reasonable requests 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. If the Contractor fails to comply with any provision of this Section 35, the City may terminate this Purchase Order for breach and the Contractor shall be liable for actual and consequential damages to the City. Contractor shall certify the above by signing the certification attached to this Purchase Order as Exhibit A.

The remainder of this page left blank intentionally

SECTION E: ADDITIONAL REQUIRED INFORMATION

E.1 REFERENCE LISTING:

Vendors shall furnish the names, addresses and telephone numbers of a minimum of three (3) firms or government organizations for which the vendor has provided similar projects:

Company Name	_____
Address	_____
Reference	_____
Telephone Number	_____
Project Name	_____
Value	\$ _____
Company Name	_____
Address	_____
Reference	_____
Telephone Number	_____
Project Name	_____
Value	\$ _____
Company Name	_____
Address	_____
Reference	_____
Telephone Number	_____
Project Name	_____
Value	\$ _____

E.2 SBE COMMITMENT FORM:



**SBE Defined Pool
Commitment to Performance**

Office of Economic Development
Division of Small Business Opportunity
Compliance Unit
201 Colfax Avenue, Dept. 907
Denver, CO 80202
Phone: 720-913-1999

Fax : 720-913-1803

The Bidder is committed to self-perform a minimum of _____ % of the work on the work.

Bidder (Name of Firm):

Firm's Representative (Please print):

Signature (Firm's Representative):

Title:

Address:

City:

State:

Zip:

Phone:

Fax:

A copy of the SBE Certification must be attached.

E.3 JOINT VENTURE FORMS:

	SBE DEFINED POOL JOINT VENTURE ELIGIBILITY FORM	Office of Economic Development Division of Small Business Opportunity Compliance Unit 201 West Colfax Ave. Dept. 907 Denver, CO 80202 Phone: (720) 913-1999 Fax: (720) 913-1803
Joint Venture means an association of two (2) or more business enterprises to constitute a single business enterprise to perform a City professional design or construction services contract or construction contract for which purpose they combine their property, capital, efforts, skills and knowledge, and in which each joint venturer is responsible for a clearly defined portion of the work, performs a commercially useful function, and shares in the ownership, control, management responsibilities, risks and profits of the joint venture. D.R.M.C.28-208(a)(2).		
JOINT VENTURE INFORMATION		
Name: _____		
Address: _____		
City: _____ State: _____ Zip: _____ Phone: _____		
Identify the firms which comprise the Joint Venture		
Name: _____ Address: _____		
Name: _____ Address: _____		
Name: _____ Address: _____		
Briefly describe the experience and business qualifications of each non-SBE Joint Venturer. (attach additional information if necessary) _____		

GENERAL INFORMATION		
1. Name of Joint Venture's Business: _____		
2. <u>Provide a copy of the signed Joint Venture Agreement.</u>		
3. What is claimed percentage of SBE ownership? _____ %		
4. Ownership of Joint Venture: (This need not be filled in if described in the joint venture agreement, provided in question 2)		
(a) Profit and loss sharing: _____		
(b) Capital contributions, including equipment: _____		
(c) Other applicable ownership interests: _____		
(d) Duration of the Joint Venture: From: _____ To: _____		

DEFINED POOL JOINT VENTURE ELIGIBILITY FORM	
GENERAL INFORMATION	
Control of and participation in this contract.	
5. Identify which firm and those individuals (and their titles) who are responsible for the day-today management and policy decision making, including but not limited to those with prime responsibility for:	
(a) Financial Decisions:	
Firm: _____	
Name: _____ Title _____	
(b) Management Decisions:	
(1) Marketing and Sales:	
Firm: _____	
Name: _____ Title _____	
(2) Marketing and Sales:	
Firm: _____	
Name: _____ Title _____	
(3) Hiring and firing of management personnel:	
Firm: _____	
Name: _____ Title _____	
(4) Purchasing of major items or supplier:	
Firm: _____	
Name: _____ Title _____	
Note:	
(1) An SBE performs a commercially useful function when it is responsible for execution of a distinct element of the work of the contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether an SBE is performing a commercially useful function, the amount of work subcontracted, industry practices, and other relevant factors shall be evaluated in accordance with D.R.M.C. 28-208(a)(2).	
(2) An SBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of SBE participation or the SBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved.	
If there are any significant changes in this submittal, the joint venture members must immediately notify the Division of Small Business Opportunity.	

E.4 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.

	PAGE
1. HAVE YOU SIGNED THE FRONT PAGE OF THE PROPOSAL?	_____
2. HAVE YOU ENTERED YOUR SOCIAL SECURITY OR FEDERAL IDENTIFICATION NUMBER?	_____
3. HAVE YOU REVIEWED ALL PROPOSAL PRICES?	_____
4. HAVE YOU CHECKED UNIT COSTS, EXTENSIONS AND TOTALS?	_____
5. HAVE YOU LISTED THE QUANTITIES YOU WILL SUPPLY?	_____
6. HAVE YOU SUPPLIED ANY ALTERNATIVES OR ADDITIONAL INFORMATION ON SEPARATE HEADED NOTE PAPER?	_____
7. HAVE YOU CHECKED TO ENSURE THERE ARE NO ALTERATIONS, DELINEATIONS OR ERASURES OF ANY PROPOSAL ITEMS?	_____
8. HAVE YOU INCLUDED MANUFACTURER'S NAMES AND REFERENCE NUMBERS, AS APPLICABLE?	_____
9. ARE BONDS ENCLOSED WITH PROPOSAL (WHEN APPLICABLE)?	_____
10. 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 ENVELOPE MUST BE MARKED WITH PROPOSAL NUMBER, DATE REQUIRED AND PROPOSAL TITLE.	_____
11. HAVE YOU ENCLOSED RELEVANT TECHNICAL LITERATURE OR SAMPLES (WHERE APPLICABLE)?	_____

NO PROPOSAL: VENDORS WHO FAIL TO RESPOND TWICE TO PROPOSALS OF A SIMILAR NATURE MAY BE REMOVED FROM THE MAILING LIST. A RETURNED "NO PROPOSAL" IS AN ACCEPTABLE RESPONSE.

CERTIFICATION

I HEREBY CERTIFY THAT THE INFORMATION I HAVE PROVIDED IN THE PROPOSAL IS ACCURATE TO THE BEST OF MY KNOWLEDGE, AND THAT I AM DULY AUTHORIZED/EMPOWERED TO SIGN CONTRACTS ON BEHALF OF THIS COMPANY.

_____ COMPANY NAME	_____ YOUR NAME (PLEASE PRINT)
_____ TITLE	_____ DATE

E.5 CERTIFICATION UNDER § 8-17.5-102, C.R.S.

The Contractor, in compliance with §8-17.5-102, C.R.S., certifies that at the time of the execution of this Certification:

1. The Contractor does not knowingly employ or contract with an illegal alien.
2. The Contractor has participated or attempted to participate in the Basic Pilot Employment Verification Program in order to verify that it does not employ any illegal aliens.

Company Legal Name: _____

By: _____

Print Name: _____

Title: _____

DATE: _____

E.6 VENDOR INFORMATION

Information	Vendor			
	Tell us where the vendor will provide? ☐ Rent ☐ Medical Service 06 ☒ Non-Employee Compensation 07 ☐ Attorney 14			
	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)	
	City, State, Zip		Vendor Entity Type (check one)	
	Remittance Name		☐ Individual ☐ LLP/LLC	
	Remittance Address		☐ Partnership ☐ Sole Proprietor	
	City, State, Zip		☐ Corporation ☐ Government	
		☐ Exempt/Non-Profit ☐ Employee		

Substitute Form
W-9

**REQUEST FOR TAXPAYER
IDENTIFICATION NUMBER (TIN) VERIFICATION**

For Auditor's Office Use Only
Vendor #

PLEASE PRINT OR TYPE
INFORMATION

Legal Name (Do NOT Enter the Business name of a sole proprietorship on this line.)

Trade Name (Complete only if doing business as – DBA.)

Official Business/Mailing Address (Include City, State and Zip Code.)

Do NOT send to the IRS

Return this form to the City and
County of Denver contact with
whom you have been working at
the address below.

Purchasing Division
Department of General Services
City & County of Denver
Wellington E. Webb Municipal Office Building
201 W. Colfax Ave. Dept 304
Denver, CO 80202

☐ Check this box if you are either an attorney or a law firm. ☐ Check this box if you are a medical service provider.

Check your legal entity type and enter your 9-digit Taxpayer Identification Number (TIN) below.

For Individuals, this is your Social Security Number (SSN). For other entities, it is your Employer Identification Number (EIN).

☐ **Sole Proprietor** (Note: Enter both the Owners SSN and the business EIN if applicable.)

SSN

EIN

☐ **Individual**

SSN

☐ **General Partnership**

EIN

☐ **Corporation**

EIN

☐ **S-Corporation**

EIN

☐ **LLC**

EIN

☐ **LLP**

EIN

☐ **Government Entity**

EIN

☐ **Exempt or Non-Profit Organization**

EIN

If your business is a Foreign Entity please request a Form W-8 Certificate of Foreign Status from your City & County of Denver contact.

CERTIFICATION

Under penalties of perjury, I certify that:

- 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.

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 the correct TIN.

Name (print or type) _____ **Title** (print or type) _____

Signature _____ **Date** _____ **Telephone** _____