



DENVER
THE MILE HIGH CITY

CITY AND COUNTY OF DENVER

DEPARTMENT OF GENERAL SERVICES
Purchasing Division
www.denvergov.org/purchasing

WELLINGTON E. WEBB
MUNICIPAL OFFICE BUILDING
201 WEST COLFAX AVE.,
DEPT. 304, 11TH FLOOR
DENVER, CO 80202
PHONE: (720) 913-8100
FAX: (720) 913-8101

Buyer: J.D. Whiteman
Phone: 720-913-8119

REQUEST FOR PROPOSAL

Request for Proposal No. **7068**

EXCLUSIVE SPONSORSHIP SALES & MANAGEMENT SERVICES

SCHEDULE OF EVENTS

• Request For Proposal Issued	February 25, 2013		
• Deadline to Submit Additional Questions	March 4, 2013	5:00 P.M.	Local Time
• Response to Written Questions	March 11, 2013		
• Proposal Due Date	March 26, 2013	5:00 P.M.	Local Time
• Proposal Evaluation Period	Estimated 3-4 Weeks		

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.

Email: _____

Phone: _____

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 **Exclusive Sponsorship Sales & Management Services**.

A.2 SUBMISSION OF PROPOSALS:

Submit one (1) original, one (1) copy on CD or Flash Drive and six (6) copies 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 not be read in public or available for public inspection until after an award determination has been made. 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.

Your proposal shall consist of the following separate sections:

Section 1 -

- a) Signed RFP Cover Sheet
- b) Answers to Proposer Questions and Requirements – Section B.4
- c) Additional information in support of your proposal

Section 2 - Pricing Matrix – Section C

Section 3 - Contract Terms and Conditions and your response – Section D

Section 4 - Additional Required Information – Section E

- a) References
- b) Disclosure of Principles
- c) W-9 Form
- d) Completed Vendor Information Form

A.3 RFP QUESTIONS:

The City 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:

City Buyer: **J.D. Whiteman**
E-Mail: **james.whiteman@denvergov.org**
Phone: **(720) 913-8119**

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.4 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.

A.5 ALTERNATE RESPONSES:

It is our intent to solicit proposals that afford the City the most cost efficient, technically responsive proposal for the acquisition of the subject matter of this RFP. However, we recognize that there may be arrangements different from that requested hereunder that would offer additional benefits to the City while satisfying the applicable requirements of this RFP. Accordingly, you may submit alternative proposals for consideration, which offer such additional benefits in addition to the requested baseline proposal. These alternatives will be evaluated in conjunction with the primary (baseline) approach for each proposal.

A.6 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.

A.7 PRICING INSTRUCTIONS:

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

A.8 TECHNICAL REQUIREMENTS/STATEMENT OF WORK:

Section B of this RFP contains our proposed Statement of Work and/or Technical Requirements. This document shall form the basis of a Contractual 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 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.9 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 Department of General Services 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 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 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 Manager of General Services 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 City reserves the right to postpone or cancel this RFP, or reject all proposals, if in its judgment it deems it to be in the best interest of the City to do so.

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

The Manager of General Services 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 he deems it to be in the best interests of the City 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.

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.10 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.11 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.12 EVALUATION AND AWARDS:

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

- (a) Financial Return to the City
- (b) Answers provided to Proposer Questions – Section B.4
- (c) Responsiveness to proposed contract provisions

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

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

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

A.13 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.13.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.

A.14 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 City 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 City from any claim or action related to the City's non-disclosure of such information.

A.15 DISADVANTAGED, MINORITY AND WOMEN OWNED BUSINESS PARTICIPATION:

The City and County of Denver is 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.

A.16 PROOF OF REGISTRATION WITH THE COLORADO SECRETARY OF STATE:

Successful vendors that are corporations or limited liability companies will be required to furnish 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, prior to finalization of award and contracting.

SECTION B: SCOPE OF WORK AND TECHNICAL REQUIREMENTS

B.1 SCOPE OF SERVICES:

Denver Arts & Venues is requesting proposals for an exclusive Sponsorship Sales and Management Agency to provide sponsorship sales and management services for A&V theatre, concert, auditorium, convention, event, and arena venues, A&V cultural events and programs, and assets and programs of the Denver International Airport, the Denver Public Library system, the Office of Economic Development's City employee-services marketing, and Denver Parks & Recreation.

Sponsorship opportunities may include, but are not limited to, on-site promotions, year-round presence at venues, sampling, product sales, product display & signage, hospitality, special events, licensing venue names and marks, equipment provision, media and City-employee promotions and special offers. Sponsorship opportunities will, however, be subject to and limited by applicable law, governance structures, contractual relationships, and the rules, policies, and guidelines of the City (including the rules, policies, and guidelines of the participating agencies and departments), as the same may be amended from time to time. Current policies are listed in Sections B.4 and B.5 below.

Duties will include, but will not be limited to:

- Identify and value current sponsorship assets.
- Identify and value potential new sponsorship assets.
- Preparing and soliciting responses for Requests for Sponsorships (RFS).
- Securing, writing and pricing sponsorship opportunities.
- Assessing and securing naming rights.
- Secure licensing opportunities.
- Secure sponsorship for events
- Participate in necessary closing of sales in conjunction with the participating agencies.
- Negotiating trade agreements (e.g. product, services, media) when inventory is budget relieving to sponsorship fulfillment.
- On-site representation/support.
- Provide annual, customized written post-sale analysis for partners. Post-sale analysis shall include publishing data provided by the City into a client-friendly report consisting of impressions, a return on investment model and client's receipt of contract specified details.
- Provide monthly reports containing the number of hours expended on the City's behalf and details of the work performed, including contracts, sponsorship actives and results achieved.
- Other duties as mutually agreed upon in individual sponsorship agreements.

Excepted from the selected proposer's exclusive rights will be the City's right to directly secure sponsorships as well as the Denver Public Library Friends-Foundation's right to secure sponsorships on behalf of DPL.

B.2 CLIENT DESCRIPTION:

Denver Arts & Venues (A&V) is a division of the City & County of Denver's Department of General Services. A&V's mission is to amplify Denver's quality of life and economic vitality through our premier public venues, public art collection, and free entertainment events and programs. A&V is responsible for the acquisition, construction, maintenance, repair, management and operation of the City's public assembly facilities, which include Red Rocks Amphitheatre & Visitor Center, the Denver Performing Arts Complex (DPAC), the Denver Coliseum, the McNichols Civic Center Building, and the Colorado Convention Center. Arts & Venues also supports a variety of free and paid programming and events including the Five Points Jazz Festival, One Book One Denver, film series and more. The agency also oversees the City's public art program and the City's creative sector business development initiatives.

Denver International Airport (DIA) is the 11th-busiest airport in the world and the fifth-busiest airport in the United States with more than 50 million passengers traveling through the airport each year. DIA is a primary economic engine for the state of Colorado, generating more than \$22 billion for the region annually. The airport will be the site of significant growth and opportunity over the next several years with a new on-site hotel, a new south terminal development project and light rail line from downtown Denver all expected to open in 2015.

The Denver Public Library (DPL) operates 25 locations, two book mobiles and a number of programs and events. Among them:

- The annual Summer of Reading program focuses on making reading and literacy-related programs fun and accessible for kids of all ages
- DPL provides free computer and internet access, as well as technology classes and one-on-one assistance to help customers build skills to be more competitive in today's digital environment.
- Job-seeker appointment services teaching resume writing, searching for jobs online, and interview skills
- BizBoost program provides -on-one help with effective business research
- For new immigrants or non-native English speakers and their families, DPL offers English and other life-skills classes through the Community Learning Plazas.

Additionally, specialty services like the Western History/Genealogy Department, including the Blair-Caldwell African American Research Library presents a plethora of programs and exhibitions about the history of Denver and the West. Most of the Library programs such as Summer of Reading receive significant funding through donations, sponsorships and grants.

The Denver Office of Economic Development (OED) is dedicated to advancing economic prosperity for the City of Denver, its businesses, neighborhoods and residents. Working with a wide variety of community partners, OED operates to create a local environment that stimulates balanced growth through job creation, business assistance, housing options, neighborhood redevelopment and the development of a skilled workforce. OED offers a diverse set of programs and services to assist new and expanding businesses in Denver. OED facilitates the development of viable urban neighborhoods by providing quality affordable housing, an enhanced living environment, and expanded economic opportunities for low- and moderate-income residents. OED includes the Denver Office of Strategic

Partnerships, which serves as a liaison between the City of Denver and the nonprofit sector. DOSP was created in 2004 following research into how other cities connected to their nonprofit sectors.

Denver Parks and Recreation (DPR) manages over 250 urban parks and parkways, equaling over 4,300 acres of green space, some hosting major public events such as Cinco de Mayo celebrations, jazz concerts and more. DPR maintains 285 athletic fields permitted for activities such as sand volleyball, soccer, football, tennis, baseball, softball, and rugby, and four skate parks and one urban terrain park offer skateboarding or snowboarding

DPR oversees more than 14,000 acres of mountain parks including Red Rocks Park, Buffalo Bill Museum, Genesee Ropes Challenge Course, a Braille trail and elk and bison herds, more than 1,700 acres of urban native areas including a weed-eating goat herd, 24 lakes that offer fishing and some boating activities including paddle boat rentals, and over 85 miles of multi-purpose open trails.

Parks and Rec operates 26 recreation centers offering programs in cultural arts, sports & fitness, social enrichment, outdoor education, and events for youth and adults of all ages; 16 outdoor pools and 12 indoor pools, including children's spray grounds, lap and therapy pools; 27 after school sites with programs and facilities for school-age kids; 7 public golf facilities with one 27-hole regulation course, six 18-hole regulation courses, more than 150 classes and recreation-center-based competitions and nearly 1,000 youth and adult sports teams and leagues are supported.

B.3 TERMS AND CONDITIONS OF SPONSORSHIPS:

All potential sponsorships obtained by the selected proposer will be evaluated on a case-by-case basis by the City and will be subject to the approval of the applicable participating agency. Sponsorships that do not adhere to applicable law, rules, guidelines, policies, and governance structure will not be allowed. Sponsorships with entities that sell drugs, tobacco, marijuana, firearms, or sale of sexually explicit materials also will not be allowed.

The selected proposer shall be sensitive to the City's mission to "create a world-class City where everyone matters."

The selected proposer shall also adhere to the City's current exclusive partners, where applicable.

All partnerships, sponsorships and other contracts shall be three-party agreements between the sponsor, the City and County of Denver and the Consultant.

B.4 ARTS & VENUE DENVER SPONSORSHIP POLICY (Updated 12/19/2012):

The relationships between Arts & Venues Denver (AVD), our event clients and our venue sponsors involve commitments of significant value. While AVD encourages event organizers to utilize our facilities and secure sponsorships, we must also ensure that the benefits events offer to potential event sponsors fit within the constraints of our corporate sponsorship program and current contractual obligations. This policy outlines AVD's process to work through event and venue sponsor conflicts and allows for effective communication and transparency with our clients and our corporate sponsors.

If you have any questions regarding the terms below, please contact AVD Marketing & Communications Department.

- 1) Event organizers will use reasonable efforts to submit event sponsors on-site benefits (e.g. banners, flags, tents, etc.) to AVD Marketing & Communications Department prior to signing an AVD venue booking agreement and at least sixty (60) days prior to the event date. AVD will review the information within seven (7) business days of receipt and will provide the event with notice of conflicts to existing AVD venue sponsorship agreements.
- 2) AVD reserves the right to limit event sponsorships activation in the following protected and exclusive venue sponsorship categories:

SPONSORSHIP CATEGORIES

- Airline
- Beer/Malt Beverages
- Beverages, Soft Drinks, Juices, & Sport Drinks
- Natural Spring Water and Bottled Water
- Energy Drink
- Energy Provider
- Health Care Provider
- Spirits/Liquor
- Spirits/Wine

CURRENT SPONSORS

Southwest Airlines
MillerCoors
Pepsi Bottling Group
Eldorado and Aquafina
Red Bull
Xcel Energy
HealthONE
Beam Global Brands
Treasury Wine Estates

- 3) If event organizers wish to secure an event sponsor that falls within one of AVD's protected categories listed above, the event organizer will provide first right of refusal to AVD's venue partner for such a sponsorship. If the venue partner does not wish to participate, the event organizer must work within the approved footprint provided by AVD. At no time will conflicting, contracted venue signage or promotions be covered up or removed for public events.
- 4) To maintain the integrity of AVD's corporate sponsorship program, the sampling of products that compete with AVD sponsor products will not be allowed at the Venues, unless approved by the AVD Marketing & Communications Department. Concessions may be possible for private functions, not open to the public, and will be evaluated by the AVD on a case-by-case basis. Event sponsors who wish to sample products may do so only within the footprint of the event and during event times. Event sponsors may only distribute sample-sized items. Sample sizes for liquid beverages must be four (4) ounces or smaller and poured into a serving cup. Sample sizes for non-beverage items must be two (2) ounces or smaller. For avoidance of doubt, no event organizer shall have the right to sell products that compete with AVD sponsor products or to otherwise distribute products that compete with AVD sponsor products (other than the sampling rights set forth in this Section 4) at such event in the sponsorship categories listed above. Except as otherwise stated in this sponsorship policy, the terms and conditions (including the exclusivity provisions) of the Sponsorship Agreement shall remain in full force and effect before, during and after any such event.

- 5) Sponsorship displays and sales locations that are agreed to without approval from AVD may be removed after either written or oral notice (to be confirmed in writing) to the event organizer.
- 6) Under no circumstances will existing or permanent venue sponsor signage be covered or removed.
- 7) Event sponsor third party associations or pass throughs are not permitted.

B.5 GUIDELINES FOR ACCEPTING SPONSORSHIPS, PARTNERSHIPS AND GRANTS:

(Denver Arts & Venues, Denver Public Library, Denver International Airport, Denver Parks and Recreation and Office of Economic Development)

The City and County of Denver welcomes sponsorships, partnerships or grants as an opportunity to enhance our services as long as the sponsorships, partnerships or grants are consistent with City policies and regulations; respect the physical beauty of public spaces; and reaffirm the City's mission and core services. In considering any proposal for sponsorship, partnership or grant of a department event, program or project by a private entity, the following questions will be considered individually and collectively:

- a. Are the private enterprises products, services, and marketing goals compatible with the agencies mission, values, and policies?
- b. Are the products and services of the private entity compatible with the policies and laws of the City and County of Denver?
- c. Does the proposed sponsorship, partnership or grant enhance current priorities, programs, and core services of the agency?
- d. Do the conditions of the sponsorship, partnership or grant (especially in terms of marketing benefits and temporary advertising) compromise the design standards, visual integrity of our facilities or the experience of users?
- e. Does the sponsorship, partnership or grant commit the agency to additional operating and maintenance responsibilities and costs?
- f. Are the tangible and intangible benefits balanced for both the private enterprise and the agency?
- g. Would the sponsorship, partnership or grant create a conflict of interest for the participating agency or City and County of Denver?
- h. What is the private entity's past records on community involvement with City of Denver projects and agencies?
- i. Are the private enterprise's products, services, and marketing goals secular, such that they neither advance nor inhibit religion nor cause excessive government entanglement with religion?
- j. Are the private enterprises products, services, and marketing goals apolitical and not seeking to influence the outcome of elections or the determination of public policy through political activity?
- k. Can the private enterprise meet the financial commitment required for the sponsorship, partnership or grant?

B.6 PROPOSER QUESTIONS AND REQUIREMENTS:

Your proposal must specifically address each of the questions/issues that are listed below. 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 your 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 their answer.**

1. Please provide a Company Profile that details your company's history, business philosophy, management, operations, locations and other pertinent details.
2. Please detail your credentials to undertake this project. Describe similar clients and provide details on projects undertaken.
3. Please provide a description of your approach to this opportunity (e.g. valuation, fulfillment, staffing). Discuss your ability to secure maximum sponsorship revenue with appropriate brand categories.
4. Please provide a detailed statement outlining the level of support expected from the City.
5. Please provide details on your proposed project team to include backgrounds and skill sets, as well as what areas they will be responsible for. Discuss your ability to allocate appropriate resources for sales activities.
6. Please discuss your ability to execute sponsorship deliverables while providing excellent customer service and support.

The remainder of this page left blank intentionally.

SECTION C: PRICING

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 as well as any other items pertinent to your proposal pricing. 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.

Any omissions in this proposal shall be identified by each Vendor and incorporated into their proposal. 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. The City reserves the right to purchase part or the entire proposal.

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. 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/commissions quoted shall be firm and fixed for the specified contract period.

C.4 PROPOSAL ITEMS:

PRICING ITEM #1:

Provide the proposed commission percentage/payment schedule to be billed to the City for your efforts. Separately itemize any additional fees not included in the commission/payment schedule.

The remainder of this page left blank intentionally.

SECTION D: SAMPLE CONTRACT

This section shall include your response to our proposed terms and conditions included in this Section D and shall form the basis for the preparation of a Contractual Agreement 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.

AGREEMENT

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and _____, a _____ located at _____ (“Contractor”).

RECITALS

A. The City desires to procure and Contractor desires to provide the sponsorship sales services as set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. COORDINATION AND LIAISON: Contractor shall fully coordinate all services under this Agreement with the Director of Arts and Venues Denver (“AVD”), or his or her designee (“Director”), and, as directed by the Director, with a designated supervisory manager or director for the City agency or agencies directly responsible for the affected City asset.

2. SERVICES TO BE PERFORMED:

a. Contractor shall diligently undertake and perform the sponsorship sales services as set forth on **Exhibit A** (the “Scope of Work”) to the City’s satisfaction; provided, however, that any exclusive rights provided to Contractor within the Scope of Work shall be subject to the City’s right to seek and obtain sponsorship opportunities and sales directly from potential sponsors. Further, notwithstanding anything to the contrary contained in this Agreement, Contractor shall not be compensated for sponsorship opportunities and sales which originate within or are directly obtained by the City.

b. Sponsorship opportunities that are obtained by Contractor shall be memorialized in a written contract in the form provided and pre-approved by the City, which contracts shall be executed by

the City, Contractor, and the applicable sponsor in accordance with the City's Charter and the Denver Revised Municipal Code.

c. Contractor shall not arrange a sponsorship that would violate other City obligations or any law, rule, policy, or executive order of the City. Further, Contractor shall not do anything in the performance of the services contemplated hereunder that would tend to discredit, dishonor, reflect adversely upon, or in any way injure the good name, reputation, or business of the City.

d. The City reserves the absolute right in its sole discretion to refuse any sponsorship opportunity presented by Contractor and the City shall not be liable for any fee in the event of such refusal.

e. Contractor is ready, willing, and able to provide the services required by this Agreement.

f. Contractor shall faithfully perform the services required by this Agreement in accordance with the terms of this Agreement and the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature.

3. **TERM:** This Agreement shall commence on _____ and shall expire on _____ (the "Term").

4. **COMPENSATION AND PAYMENT:**

a. **Fees:** [Fee structure TBD]

b. **Reimbursable Expenses:** There are no reimbursable expenses allowed under this Agreement.

c. **Invoicing:** Contractor 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.

d. **Maximum Contract Amount:**

(1) Notwithstanding any other provision of this Agreement, the City's maximum payment obligation will not exceed _____ (\$_____). The City is not obligated to execute an agreement or any amendments to this Agreement for any further services, including any services performed by Contractor beyond that specifically described in the Scope of Work. Any services performed beyond those in the Scope of Work are performed at Contractor's risk and without authorization under this 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 this Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. This 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 CONTRACTOR: Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither Contractor nor any of its employees or subcontractors is an employee or officer of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

6. TERMINATION:

a. The City has the right to terminate this Agreement with cause upon written notice effective immediately, and without cause upon twenty (20) days prior written notice to Contractor. However, nothing gives Contractor the right to perform services under this Agreement beyond the time when its services become unsatisfactory to the Director.

b. Notwithstanding the preceding paragraph, the City may terminate this Agreement if Contractor 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 Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

c. Upon termination of this Agreement, with or without cause, Contractor 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 this Agreement.

d. If this Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in Contractor's possession, custody, or control by whatever method the City deems expedient. Contractor shall deliver to the City all documents in any form that were prepared under this Agreement and all other items, materials and documents that have been paid for by the City. These documents and materials are the property of the City. Contractor 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 Contractor, involving transactions related to this Agreement (“Records”) until the latter of three (3) years after the final payment under this Agreement or expiration of the applicable statute of limitations. Contractor agrees to keep and preserve for at least three (3) years its Records as set forth herein.

Contractor shall keep true and complete records and shall, on an annual basis, furnish to the City an accurate statement for the preceding calendar year of all business transactions under this Agreement. This annual statement shall be certified as correct by an authorized representative of Contractor. Contractor agrees to establish and maintain a system of bookkeeping satisfactory to the City Auditor. Without limiting the foregoing, Contractor shall allow the City to review any of the procedures used by Contractor in performing the services contemplated by this Agreement and shall make available for inspections all notes and other documents used in performing such services.

The City Auditor, and his or her authorized representatives, shall have a right at any time, and from time to time, to audit all Records and Contractor, upon request, shall make all such Records available for such audit. The City’s right to audit with respect to any year, and Contractor’s obligation to retain its Records for such year, shall expire three (3) years after Contractor’s annual statement for such year has been delivered to the City.

Contractor further agrees that the City Auditor, and his or her authorized representatives, may inspect any sales tax return or report and accompanying schedules and data which Contractor may file with the City pursuant to the City Retail Sales Tax Article, and Contractor waives any claim of confidentiality which it may have in connection therewith.

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 Contractor. 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 this Agreement constitutes a waiver of any other breach.

9. INSURANCE:

a. General Conditions: Contractor 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. Contractor shall keep the required insurance coverage in force at all times during the Term of this Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of this 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 are 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, Contractor 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 Contractor. Contractor 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 Contractor. Contractor 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.

b. Proof of Insurance: Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to this Agreement prior to placement of coverage. Contractor certifies that the certificate of insurance attached as **Exhibit B**, 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 Contractor’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.

c. **Additional Insureds**: For Commercial General Liability and Auto Liability, Contractor and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

d. **Waiver of Subrogation**: For all coverages, Contractor's insurer shall waive subrogation rights against the City.

e. **Subcontractors**: 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 Contractor. Contractor shall include all such subcontractors and subconsultants 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. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

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

g. **Commercial General Liability**: Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

h. **Business Automobile Liability**: Contractor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

i. **Additional Provisions**:

(a) For Commercial General Liability, the policy must provide the following:

(i) That this Agreement is an Insured Contract under the policy;

- (ii) Defense costs are in excess of policy limits;
- (iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
- (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(b) For claims-made coverage: 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

(c) Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At its own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

10. DEFENSE AND INDEMNIFICATION

a. Contractor hereby 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 the City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including the City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of the City.

b. Contractor’s duty to defend and indemnify the City shall arise at the time written notice of the Claim is first provided to the City regardless of whether claimant has filed suit on the Claim. Contractor’s duty to defend and indemnify the City shall arise even if the City is the only party sued by claimant and/or claimant alleges that the City’s negligence or willful misconduct was the sole cause of claimant’s damages.

c. Contractor will defend any and all Claims which may be brought or threatened against the City and will pay on behalf of the 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 the City shall be in addition to any other legal remedies available to the City and shall not be considered the City’s exclusive remedy.

d. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of Contractor under the terms of this indemnification obligation. Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

e. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

11. **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.* Contractor shall promptly pay when due all taxes, bills, debts and obligations it incurs performing the services under this Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property

12. **ASSIGNMENT; SUBCONTRACTING:** Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and shall be cause for termination of this Agreement by the City. The Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate this Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any subconsultant, subcontractor or assign.

13. **INUREMENT:** The rights and obligations of the parties to this 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 this Agreement.

14. **NO THIRD PARTY BENEFICIARY:** Enforcement of the terms of this Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in this 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 Contractor receiving services or benefits pursuant to this Agreement is an incidental beneficiary only.

15. NO AUTHORITY TO BIND CITY TO CONTRACTS: Contractor 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.

16. SEVERABILITY: Except for the provisions of this Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of this 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.

17. CONFLICT OF INTEREST:

a. No employee of the City shall have any personal or beneficial interest in the services or property described in this Agreement. Contractor 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.

b. Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under this Agreement. Contractor 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 Contractor by placing Contractor's own interests, or the interests of any party with whom Contractor 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 this Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

18. NOTICES: All notices required by the terms of this 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 Contractor at the address first above written, and if to the City at:

Director of AVD
1245 Champa Street, First Floor
Denver, Colorado 80204

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 via United States 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.

19. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THIS AGREEMENT:

a. 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”).

b. Contractor 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.

c. Contractor 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 Contractor 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 the E-Verify Program.
- (4) It is prohibited from using 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 sub-consultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such sub-consultant or subcontractor and the City within three (3) days. Contractor will also then terminate such sub-consultant or subcontractor if within three (3) days after such notice the sub-consultant or subcontractor does not stop

employing or contracting with the illegal alien, unless during such three-day period the sub-consultant or subcontractor provides information to establish that the sub-consultant 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.

d. Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor 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, Contractor 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 Contractor from submitting bids or proposals for future contracts with the City.

20. DISPUTES: All disputes between the City and Contractor arising out of or regarding this 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 Director as defined in this Agreement.

21. GOVERNING LAW; VENUE: This Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, the Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into this 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 this Agreement will be in the District Court of the State of Colorado, Second Judicial District.

22. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under this Agreement, Contractor 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. Contractor shall insert the foregoing provision in all subcontracts.

23. COMPLIANCE WITH ALL LAWS: Contractor 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, Revised Municipal Code, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

24. LEGAL AUTHORITY: Contractor 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 this Agreement. Each person signing and executing this Agreement on behalf of Contractor represents and warrants that he or she has been fully authorized by Contractor to execute this Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of this Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of either Contractor or the person signing this Agreement to enter into this Agreement.

25. NO CONSTRUCTION AGAINST DRAFTING PARTY: The parties and their respective counsel have had the opportunity to review this Agreement, and this Agreement will not be construed against any party merely because any provisions of this Agreement were prepared by a particular party.

26. ORDER OF PRECEDENCE: In the event of any conflicts between the language of this Agreement and the exhibits, the language of this Agreement controls.

27. INTELLECTUAL PROPERTY RIGHTS: The City and Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, music, sketches, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, specifications, and any other work or recorded information created by Contractor 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. Contractor shall disclose all such items to the City. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are "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 "work made for hire," Contractor (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.

28. SURVIVAL OF CERTAIN PROVISIONS: The terms of this Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of this Agreement survive this Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor'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.

29. ADVERTISING AND PUBLIC DISCLOSURE: Contractor shall not include any reference to this Agreement or to services performed pursuant to this Agreement in any of Contractor's advertising or public relations materials without first obtaining the written approval of the Director. Any oral presentation or written materials related to services performed under this Agreement will be limited to services that have been accepted by the City. Contractor shall notify the Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

30. CITY EXECUTION OF AGREEMENT: This Agreement will not be effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

31. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: This Agreement is the complete integration of all understandings between the parties as to the subject matter of this Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in this Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of this Agreement or any written amendment to this Agreement will have any force or effect or bind the City.

32. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: Contractor 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.

33. COUNTERPARTS OF THIS AGREEMENT: This Agreement may be executed in counterparts, each of which is an original and constitute the same instrument.

34. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Contractor consents to the use of electronic signatures by the City. This Agreement, and any other documents requiring a signature hereunder, 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 this 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 this 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.

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 is currently furnishing or has, in the past, completed service for:

Company Name	_____
Address	_____
Reference	_____
Telephone Number	_____
Company Name	_____
Address	_____
Reference	_____
Telephone Number	_____
Company Name	_____
Address	_____
Reference	_____
Telephone Number	_____

E.2 DISCLOSURE OF PRINCIPALS:

Pursuant to D.R.M.C. 20-69: all contract for professional or personal services which will exceed twenty-five thousand dollars (\$25,000.00); all proposals for use of real property of or by the City, the duration of which is one year or longer and which exceeds twenty-five thousand dollars (\$25,000.00) in revenue or cost; and all proposals for concession agreements for the use of City facilities or property must be accompanied by a separate detachable page setting forth the following information:

- (1) the names of any officer, director, owner or principal of the business entity, including the identity of any shareholder who owns or controls 5% or more of the business entity, and either 1) the names of his or her spouse, and children under eighteen years of age; or 2) a statement that he or she or his or her spouse, or children, if any, under the age of eighteen have or have not made a contribution, as defined in D.R.M.C. 15-32, or contribution in-kind, as defined in D.R.M.C. 15-32, to any candidate, as defined in D.R.M.C. 15-32, during the last five years and identifying by name himself or herself or any spouse or child under the age of eighteen who has made such a contribution or contribution in-kind to a candidate.
- (2) the name of any subcontractors or vendors whose share of the proposal exceeds \$100,000.00 of the contract or formal proposal amount; and
- (3) the names of any unions with which the vendor has a collective bargaining agreement.

See the following page ___ for a form which may be used for such vendor disclosure.

The information required in (1) above must be provided at the time of proposal submittal, and the information required in (2) and (3) must be submitted in a timely fashion prior to award.

Failure to provide the required information in a timely fashion shall render any proposal to which D.R.M.C. 20-69 applies non-responsive.

While a vendor who has already disclosed such information need not provide such information with a second or subsequent proposal unless such information has changed, it shall be the responsibility of each such vendor to verify that such information is still current as of the date of such subsequent proposal and is in fact on file with the City Clerk **by so stating and signing the Disclosure Form**. Failure to provide or update the required information in a timely fashion shall render any proposal to which D.R.M.C. 20-69 applies non-responsive.

VENDOR/CONTRACTOR/VENDOR/VENDOR DISCLOSURE

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/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

E.3 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 City's requirements, questions, forms, including the vendor sustainability form and other city 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)? _____

E.4 VENDOR INFORMATION:

Vendor				
Information	Business Name	Tax ID # (TIN or SSN)		
	Business Address	Telephone Number		
	City, State Zip	Fax Number		
	Order Address (If different from above)	Email		
	City, State, Zip	Ordering Email (If different from above)		
	Remittance Name	Vendor Entity Type (check one) ☐ Individual ☐ LLP/LLC ☐ Partnership ☐ Sole Proprietor ☐ Corporation ☐ Government ☐ Exempt/Non-Profit ☐ Employee		
	Remittance Address			
	City, State, Zip			
	Dun & Bradstreet Number			
SIC Code and/or NAICS Code				
Disadvantaged Business Enterprise (DBE) ☐ Yes ☐ No Type (check all that apply) ☐ DBE Disadvantage Business Enterprise ☐ MBE Minority Business Enterprise ☐ WBE Women Business Enterprise ☐ SBE Small Business Enterprise ☐ SBEC Small Business Enterprise Concessions ☐ ACDBE Airport Concession Disadvantage Business Enterprise ☐ Other: _____		Certification Source		
		Certification Number		
		Certification Beginning Date		
		Certification Expiration Date		

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ ☐ Other (see instructions) ▶ _____	☐ Exempt payee
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-				-	

Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor [*]
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.