



DENVER
THE MILE HIGH CITY

CITY AND COUNTY OF DENVER

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

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MUNICIPAL OFFICE BUILDING
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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. 6782

Integrated Learning Management/Learning Content Management System

SCHEDULE OF EVENTS

• RFP Issued	April 21, 2011		
• Deadline to Submit Additional Questions	May 2, 2011	5:00 P.M.	Local Time
• Response to Written Questions	May 6, 2011		
• Proposal Due Date	May 20, 2011	5:00 P.M.	Local Time
• Proposal Evaluation Period	Approx. 3-4 weeks		
• Contract Preparation / Negotiation	Approx. 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 – Denver Public Library, hereinafter referred to as the City, desires to solicit proposals relating to the purchase of **an Integrated Learning Management/Learning Content Management System.**

A.2 SUBMISSION OF PROPOSALS:

Submit one (1) original 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 - Signed Cover Sheet
 - Scope of Work / Technical Requirements / Technical Solution
 - a) Answers to Proposer Questions & Requirements (Section B.4)
- Section 2 - Pricing Matrix – Appendix C
- Section 3 - Contract Terms and Conditions
- Section 4 - Additional Required Information
 - a) References
 - b) Disclosure of Principles

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 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.8 PRICING:

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

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) Pricing
- (b) Responses to Proposer Questions and Requirement (Section B.4)
- (c) Responsiveness to Sample 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 PRODUCT/PERFORMANCE LITERATURE:

The undersigned vendor shall agree to furnish, upon the written request of the City's Buyer, any additional information needed to substantiate or clarify the design and/or performance characteristics of the materials he proposes to furnish.

A.14 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.14.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.15 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.

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SECTION B: SCOPE OF WORK AND TECHNICAL REQUIREMENTS

B.1 INTRODUCTION:

The Denver Public Library (DPL) is seeking to purchase an integrated Learning Management System/Learning Content Management System (LMS/LCMS) to incorporate into our Learning Program to offer the highest quality learning solutions to all our staff members. We desire to have the following broad components in the product selected:

- Learner management functions
- Content management functions
- Course authoring functionality
- Virtual classroom delivery capabilities for real-time instruction
- Performance Management functions
- Facility and Equipment Management functions

B.2 DENVER PUBLIC LIBRARY PROFILE:

The Denver Public Library serves the 600,100 residents of Denver and the surrounding metropolitan area of approximately 2.5 million. The library system currently consists of 478 staff members, 24 branch libraries, two bookmobiles, and a Central Library, which also houses centralized service functions and administrative offices. The library is an independent agency of the City and County of Denver and is governed by an eight member Library Commission appointed by the Mayor.

B.3 LEARNING AT THE DENVER PUBLIC LIBRARY:

The Denver Public Library is nationally known for its commitment to and delivery of staff development and training. This organizational strategy and value continues from the Library's first City Librarian in 1889, who mandated staff training, to the present use of the Balanced Scorecard methodology for strategic planning which emphasizes Employee Learning and Growth. The Library's excellent training reputation is also based on its use of internal staff to disseminate a wide variety of knowledge to all DPL staff members. In 2009/2010 an average of 70 staff trainers conducted 85 classes (250 sessions) with 2000 staff attendees.

Currently the Learning Program is managed by 2 FTE – a Learning Manager and a Learning Coordinator. A tri-annual calendar of classes (designed via MS Publisher) is available for staff to choose learning opportunities. New classes are offered regularly and are publicized to staff via the tri-annual PRINT calendar. The Learning Manager and Learning Coordinator put information regarding these classes into an Access database only accessed by HR staff. Currently the majority of learning is delivered face-to-face; a program for staff-designed webinars is in place for 2011 and is the beginning of DPL's foray into online learning. Registration and tracking is done via manual entry of print registrations into an MS Access database and reports are generated from this.

The two person HR staff will be the primary administrators of the new Learning Management System, however there is a need for multi-level rights to allow for supervisor, manager, director and class facilitator level access.

The DPL is not specifically looking for curriculum from responding vendors, however those who do provide a library of basic e-learning courses may offer them as an added value for consideration. Current and future class offerings will be imported into the system and it will manage registration, learning plans, etc. Current course topics include library specific courses for a wide variety of staff (database searching, e-media use, business resources, communication skills, safety, new staff orientation, etc.)

The system will be available to all 478 staff at any time, via internet at work or home, for accessing their learning plans, registering for upcoming classes, etc.

The selected LMS will not only eliminate labor-intensive record-keeping but will be a key business tool for DPL to utilize vendor-provided e-learning and to develop its own e-learning coursework. In addition, the LMS will provide the ability to design, monitor and evaluate individual staff learning plans and performance thereby allowing DPL to strategically utilize and develop its staff to meet organizational goals.

B.4 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.**

Click **HERE** to link to the proposal questions and requirements in WORD format.

You may also access the WORD document by going to www.denvergov.org/purchasing click on the Icon Bid Attachments and find the corresponding attachment for this proposal.

B.4.a GENERAL QUESTIONS

1. Describe the history of your company, focusing on your experience developing and selling Learning Management Software. Please provide 3-5 customer references.
2. Describe your customer base, including the number of installations your company supports.
3. Please tell us what distinguishes your company from other vendors in the LMS marketplace.

4. Describe your customer support philosophy. Give a specific example from the past year in which you delivered exceptional customer service.
5. Please share your vision for the future in regards to LMS design and use.
6. After reviewing this document, what else can your company do for us?

B.4.b FUNCTIONAL REQUIREMENTS QUESTIONS

For all of the following sections, check Yes/No in the table for each function and then provide answers to the written questions listed below. The quality and detail of your responses will figure significantly in the overall evaluation of your proposal. Follow the guidelines in Section B.3 when responding. Please note that in several sections there are additional questions beyond those asked in the Yes/No table that will require your response.

LEARNING ACTIVITIES & CONTENT CREATION – REQUIRED FUNCTIONS

Learning Activities & Content Creation - Required Functions	Yes	No
7. Ability to deliver self-paced online courses		
8. Ability to deliver live webcasting and virtual meetings		
9. Ability to create online courses – web based content builder		
10. Live text chat during virtual learning		
11. Ability to stream pre-recorded webinars		
12. Ability to document outside learning events and conferences attended		
13. Ability to set multi-level approval on user registrations		
14. Ability to embed multimedia elements		
15. Ability to pull up prior content - reusable Course Library		
16. SCORM compliant		
17. Ability to tag or categorize learning events		
18. Ability to set class size maximum and minimums		
19. Course template for consistency in course look and feel		
20. Ability to auto-check for dead web links		
21. Ability to store files, links, or documents related to classes under class information		

7. Describe the ability of your solution to deliver self-paced online courses.
8. Describe the ability of your solution to deliver webcasting and virtual meetings.
9. Describe your solution's ability to create online courses – web based content builder.
10. Describe the ability to live text chat during virtual learning.
11. Describe your solution's ability to stream pre-recorded webinars.
12. Describe the ability to document outside learning events and conferences attended.
13. Describe the ability to set multi-level approval on use registrations.
14. Describe the ability to embed multi-media elements.
15. Describe the ability to pull up prior content – reusable Course Library.
16. Is your proposed solution SCORM 2004 compliant?
17. Describe your system's ability to tag or categorize learning events.
18. Describe the ability to set class size maximums and minimums.
19. Does your system provide a course template for consistency in course look and feel?
Please describe this feature.
20. Describe your system's ability to auto-check for dead web links.
21. Describe the ability to store files, links or documents related to classes under class information.
22. Please specify maximum file size requirements.
23. Please specify total storage capacities for e-Learning content.
24. Please specify parameters around multi-level approvals.
25. Please specify which content creation software your proposed system is compatible with.
26. Please specify the ability to export content created using LMS course builder.

LEARNING ACTIVITIES & CONTENT CREATION – DESIRED FUNCTIONS

Learning Activities & Content Creation - Desired Functions	Yes	No
27. Built in HTML editor and wizards		
28. Availability of tutorial on how to use the system		
29. Ability to submit new course curriculum for approval		
30. Access to vendor-provided course library		
31. Supports multiple instructors creating the content of one course		
32. Supports the use of multiple course building tools in a single course		

27. Please describe any built in HTML editor and wizard features.

28. If available, please describe the system use tutorial that comes with your system.

29. Describe the ability to submit new course curriculum for approval.

30. Does your proposed solution provide access to a vendor provided course library? Please specify any course content included as part of your proposal.

31. Describe the ability of your system to support multiple instructors creating the content of one course.

32. Describe the ability of your system to support the use of multiple course building tools in a single course.

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USER EXPERIENCE – REQUIRED FUNCTIONS

User Experience - Required Functions	Yes	No
33. Ability to view calendar by day, week, or month		
34. Ability to track classes – both completed and planned events		
35. Ability to see class details for each learning activity by clicking or hovering over event on calendar		
36. Ability to see space availability for open classes		
37. Ability to self-register and include note to supervisor		
38. Ability to enter notes after completion of class tied to individual user account (private)		
39. Search functionality		
40. Ability to cancel registration (with included explanation)		
41. Menu or tree-based course navigation		
42. Ability to view course catalog and see upcoming activity dates		

33. Describe the calendar features that are available to the user.

34. Describe the ability to track classes, both completed and planned events.

35. Describe the ability to see class details for each learning activity by clicking or hovering over an event on the calendar.

36. Describe the ability to see space availability for open classes.

37. Describe the self-registration ability of your system and the ability to include notes to your supervisor.

38. Describe the ability to enter notes after the completion of a class tied to an individual user account (private).

39. Describe the search functionality that is available to the user in your proposed system.

40. Describe the ability to cancel registration (with included explanation).

41. Describe your system's menu or tree-based navigation features.

42. Describe the ability to view the course catalog and see upcoming activity dates.

USER EXPERIENCE – DESIRED FUNCTIONS

User Experience - Desired Functions	Yes	No
43. Ability to change calendar view to only classes that user is signed up for vs. entire catalog		
44. Ability to switch calendar view from list to wall calendar design		
45. Ability to submit class suggestion		
46. Drag and drop registration		
47. Ability to request attendance at a class that does not have a date set yet on the calendar		
48. Ability to store individual supplemental course resources		
49. Ability to enter notes tied to course curriculum (viewable to all users)		

43. If available, please describe the ability to change calendar view to only classes that the user is signed up for, vs. the entire catalog.

44. If available, please describe the ability to switch calendar views.

45. If available, please describe the ability to submit class suggestions.

46. Please describe any drag and drop registration features.

47. If available, please describe the ability to request attendance at a class that does not yet have a date set on the calendar.

48. If available, please describe the ability to store individual supplemental course resources.

49. If available, please describe the ability to enter notes tied to course curriculum that can be viewed by all users.

ADMINISTRATION FEATURES – REQUIRED FUNCTIONS

Administration Features - Required Functions	Yes	No
50. Ability to set prerequisite settings on courses		
51. Ability to enter and track attendance in face to face classes		
52. Ability to customize user interface		
53. System is modular – admin has ability to build only what they want end user to see		
54. Ability to waitlist for classes and fill those seats upon cancellations received		
55. Application/modules can be personalized/branded		
56. Ability to create group learning plans based on classification or work unit		
57. Ability to create individual learning plans		
58. Ability to prioritize/set deadlines on individual learning plans		
59. Ability to cancel or change class information		
60. Ability to do individual and bulk registrations for classes		
61. Ability to auto populate individual learning plan based on job classification of employee		
62. Ability to activate/deactivate users from the system		

50. Describe the ability to set prerequisite settings on courses.

51. Describe the ability to enter and track attendance in face to face classes.

52. Describe the ability for DPL administrators to customize the user interface.

53. In your modular system, describe the ability for DPL administrators to build only what they want the end user to see.

54. Describe the ability to waitlist for classes and fill those seats upon cancellations received.

55. Describe how your application/modules can be personalized/branded.

56. Describe the ability to create group learning plans based on classification or work unit.

57. Describe the ability to create individual learning plans.

58. Describe the ability to prioritize/set deadlines on individual learning plans.
59. Describe the ability to cancel or change class information.
60. Describe the ability to do individual and bulk registrations for classes.
61. Describe the ability to auto-populate and individual learning plan based on the job classification of the employee.
62. Describe the ability to activate/deactivate users in the system.

ADMINISTRATION FEATURES – DESIRED FUNCTIONS

Administration Features - Desired Functions	Yes	No
63. Ability to issue e-certificate upon completion of select courses		

63. If available, discuss the ability to issue e-certificates upon the completion of select courses.

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LEARNER MANAGEMENT AND REPORTING – REQUIRED FUNCTIONS

Learner Management & Reporting - Required Functions	Yes	No
64. Ability to print class attendee lists and sign in sheets for face to face learning		
65. Ability to notify staff of changed curriculum in e-Learning they have taken previously		
66. Ability to track mandatory classes by employee or work unit		
67. User access to build customized reporting – e.g. wizard		
68. Ability to build and share customized reporting to all or select staff		
69. Ability to auto generate select reports		
70. Ability to export data		
71. Ability to auto check for duplicates or errors		
72. Ability to view reports for directly supervised employees		
73. Ability to view reports for entire hierarchy below user		
74. Ability to set multiple managers for users		
75. Ability to customize groups or work units		

64. Describe the ability to print class attendee lists and sign in sheets for face to face learning.
65. Discuss the ability to notify staff of changed curriculum in e-Learning that they have taken previously.
66. Discuss the ability to track mandatory classes by employee or work unit.
67. Discuss user access to build customized reporting – e.g. wizard
68. Discuss the ability to build or share customized reporting to all or select staff.
69. Discuss the ability to auto-generate select reports. Please specify the formats in which reports can be generated.
70. Discuss your system's ability to export data.
71. Discuss the ability to auto check for duplicates or errors.

- 72. Discuss the ability to view reports for directly supervised employees.
- 73. Discuss the ability to view reports for the entire hierarchy below user.
- 74. Discuss the ability to set multiple managers for users.
- 75. Discuss the ability to customize groups or work units.

LEARNER MANAGEMENT AND REPORTING – DESIRED FUNCTIONS

Learner Management & Reporting - Desired Functions	Yes	No
76. Ability to email reports		
77. Ability to generate calendar report showing classes for select group		
78. Ability to track budgets related to external learning events		

- 76. If available, please describe the ability to e-mail reports.
- 77. If available, please describe the ability to generate a calendar report showing classes for a select group.
- 78. If available, please describe the ability to track budgets related to external learning events.

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NOTIFICATIONS AND ALERTS – REQUIRED FUNCTIONS

Notifications & Alerts - Required Functions	Yes	No
79. Ability to auto send evaluation to attendees after learning event is concluded		
80. Ability to auto send post test to attendees after face to face learning event is concluded		
81. Ability to send pre tests upon registration for select classes		
82. Ability to send reminder notices for classes automatically		
83. Ability to send email notification to supervisors when user requests a class and include note.		
84. Ability to auto send notification of changes or cancellation of class to registered participants		
85. Ability to auto-send notification to manager if post test is failed.		
86. Ability to email notification to manager if employee does not attend class		
87. Ability to send broadcast emails to select group or class attendees		
88. Ability to email employee class status (confirmed, waitlisted, canceled, etc.)		
89. Ability to auto-send notification when waitlisted registration is confirmed		

79. Discuss your system's ability to send evaluations to attendees after a learning event is concluded.
80. Discuss the ability to auto-send post test to attendees after a face to face learning event is concluded.
81. Discuss the ability to send pre-tests upon registration for select classes.
82. Discuss the ability to automatically send reminder notices for classes.
83. Discuss the ability to send e-mail notification to supervisors when a user requests a class and include note.
84. Discuss the ability to auto-send notifications of changes or cancellation of class to registered participants.
85. Discuss the ability to auto-send a notification to a manager if the post test is failed.

- 86. Discuss the ability to send a notification to the manager if the employee does not attend class.
- 87. Discuss the ability to send broadcast e-mails to a select group or class attendees.
- 88. Discuss the ability to e-mail employee class status (confirmed, wait listed, cancelled, etc.)
- 89. Discuss the ability to auto-send notification when wait listed registration is confirmed
- 90. Please specify which protocols you require in order to make/send e-mails.

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NOTIFICATIONS AND ALERTS – DESIRED FUNCTIONS

Notifications & Alerts - Desired Functions	Yes	No
91. Broadcast or Newsletter function to send communication to staff		
92. Ability to generate cancellation notice if class minimum not met		
93. Ability to auto email employees about upcoming deadlines		
94. Ability to send reminders if no activity		

91. Discuss available broadcast or newsletter function(s) to send communication to staff.

92. Discuss the ability to generate a cancellation notice if class minimum is not met.

93. Discuss the ability to auto e-mail employees about upcoming deadlines.

94. Discuss the ability to send reminders if there is no activity.

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TESTING AND EVALUATION – REQUIRED FUNCTIONS

Testing & Evaluation - Required Functions	Yes	No
95. Ability to create pre & post-tests for all learning		
96. Ability to create standard evaluation for all classes		
97. Ability to add customized questions to standard evaluation		
98. Ability to auto grade tests		
99. Ability to set limit on number of times tests are taken		
100. Ability to include pre and post-tests in content of online courses		
101. Ability to set responses with automatic feedback		
102. System records item analysis data for each question		

95. Discuss the ability to create pre and post tests for all learning.
96. Discuss the ability to create standard evaluation for all classes.
97. Discuss the ability to add customized questions to a standard evaluation.
98. Discuss the ability to auto-grade tests.
99. Discuss the ability to set a limit on the number of times tests are taken.
100. Discuss the ability to include pre and post tests in the content of online courses.
101. Discuss the ability to set responses with automatic feedback.
102. Discuss the ability of your system to record item analysis data for each question.
103. Please specify the question types available (true/false, matching, multiple choice, etc.)

TESTING AND EVALUATION – DESIRED FUNCTIONS

Testing & Evaluation - Desired Functions	Yes	No
104. Ability to set secondary post test and repeat learning if initial post-test is failed		
105. Ability to create practice exercises and surveys		
106. Ability to time tests		
107. Test out option		

104. If available, discuss the ability to set secondary post test and to repeat learning if the initial post test is failed.

105. Discuss the ability to create practice exercises and surveys.

106. Discuss the ability to time tests.

107. If available, discuss your system's "test out" option.

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PLATFORM, HOSTING, SECURITY AND SUPPORT – REQUIRED FUNCTIONS

Platform, Hosting, Security & Support - Required Functions	Yes	No
108. Software as a Service (SaaS) / hosted delivery model		
109. Ability to integrate with PeopleSoft (pull and push)		
110. Ability to integrate with GroupWise (our current email client)		
111. Access to an Application Platform Interface		
112. Scheduled back ups of all data		
113. Ability to import data from existing Access Database		
114. Training and support before, during, and after implementation included in cost		
115. Help Desk available 8am – 8pm daily		
116. Individual user ID's and passwords		
117. Automated system for users to reset forgotten password		
118. Hyper Text Transfer Protocol Secure		

108. Discuss your Software as a Service (SaaS) / hosted delivery model.

109. Discuss your proposed system's ability to integrate with PeopleSoft (pull and push).

110. Discuss your proposed system's ability to integrate with Group Wise (our current e-mail client).

111. Discuss available access to an Application Platform Interface.

112. Discuss scheduled backups of all data. Specify how often data is backed up.

113. Discuss your system's ability to import data from an existing Access Database.

114. Detail the training and support before, during and after implementation that is included in your quoted cost. Please be specific about your methodology, hours of training offered, etc.

115. Discuss your Help Desk services. Please list Help Desk options that are available (e-mail, phone, text, chat, etc. and hours of operation.

116. Discuss the availability of individual user ID's and passwords.

117. Discuss your automated system for users to reset forgotten passwords.
118. Discuss your Hyper Text Transfer Protocol.
119. Please specify which browsers and other web technology you support and the version.
120. Please specify your typical conversion, installation, and implementation plan.
121. Please briefly describe your system's security methodology.

PLATFORM, HOSTING, SECURITY AND SUPPORT – DESIRED FUNCTIONS

Platform, Hosting, Security & Support - Desired Functions	Yes	No
122. Learner interface available in multiple languages		
123. ADA/Section 508 compliance – can be used with a screen reader		
124. Ability to integrate with MS Outlook		
125. Ability to integrate with EMS Professional		
126. Ability to use shared log-in credentials for different applications		
127. After hour (evening/weekend) system upgrades and patches		

122. Please discuss whether your system's learner interface is available in multiple languages. What are the languages that are available?

123. Discuss your system's ADA/Section 508 compliance and the ability to use a screen reader.

124. Discuss your system's ability to integrate with MS Outlook.

125. Discuss your system's ability to integrate with EMS Professional.

126. Discuss your system's ability to use shared log-in credentials for different applications.

127. Discuss your policy on after hour (evening/weekend) system upgrades and patches. Please list the frequency of upgrades and patches.

128. Please list the methods of data exchanges and encryptions that are supported.

ADDITIONAL OPTIONAL MODULES

Performance Management	Yes	No
129. Ability to do self-evaluation		
130. Ability to do 360 degree evaluation		
131. Ability to allow dual manager reviews		
132. Electronic signature capability		
133. Customizable performance review templates		
134. Ability to scan and store past appraisal documents		
135. Ability to import/create individual and group learning plans including comments		
136. Ability to set variable review periods, e.g. quarterly, annually		
137. Ability to track on-the-job performance – by manager and individual		
138. Skill gap analysis capability		
139. Ability to set job-based and personal development targets		
140. Ability to link courses to competencies		
141. Define and cascade organizational objectives and initiatives		
142. Automatically assign employee performance reviews with managers and set the frequency of these reviews		
143. Allow managers to enter comments and assessments for view by the employee and/or by the manager		
144. Centrally manage, analyze, and report on organization-wide performance reviews		
145. Produce exception reports at a group or organizational level		
146. Generate completion reports and statistics		
147. Conduct statistical analysis of employee performance against organizational goals		
148. Availability of competency management function		
149. Availability of talent management function		
150. Availability of succession planning function		

129. Discuss the ability to do self-evaluation offered by your Performance Module.
130. Discuss the ability to do a 360 evaluation.
131. Discuss the capability to allow dual manager reviews.
132. Discuss your system's electronic signature capabilities.
133. Discuss any customizable performance review templates.
134. Discuss the ability to scan and store past appraisal documents.
135. Discuss the ability to import/create individual and group learning plans including comments.
136. Discuss the ability to set variable review periods, e.g. quarterly, annually.
137. Discuss the ability to track on-the-job performance – by manager and individual.
138. Discuss the skill gap analysis capability of your Performance Module.
139. Discuss the ability to set job-based and personal development targets.
140. Discuss the ability to link courses to competencies.
141. Discuss the ability to define and cascade organizational objectives and initiatives.
142. Discuss the ability to automatically assign employee performance reviews with managers and set the frequency of these reviews.
143. Discuss the ability to allow managers to enter comments and assessments for view by the employee and/or by the manager.
144. Discuss the ability to centrally manage, analyze, and report on organization-wide performance reviews.
145. Discuss the ability to produce exception reports at a group or organizational level.
146. Discuss the ability to generate completion reports and statistics.
147. Discuss the ability to conduct statistical analysis of employee performance against organizational goals.
148. Describe the features of your available competency management function.
149. Describe the features of your talent management function.

150. Describe the features of your succession planning function.

Facility and Equipment Management	Yes	No
151. View list, details, and availability of equipment		
152. Ability to request use of specified equipment – including dates, hours, location, description		
153. Calendar view of meeting room availability		
154. Ability to request use of meeting spaces		
155. Requests automatically sent to admin for approval		
156. Email confirmation of request		
157. Ability to track check in/check out process		
158. Automatic deletion of request if not fulfilled		

151. Discuss the capability to view list, details and availability of equipment.

152. Describe the ability to request use of specified equipment – including dates, hours, location and description. What is the maximum amount of equipment that your system can manage?

153. Discuss the functionality of your system's calendar view of meeting room availability. What is the maximum number of meeting spaces that it can manage?

154. Discuss the functionality that allows for requests for use of meeting spaces.

155. Describe how requests are sent to administration for approval.

156. Describe the ability of your system to send e-mail confirmation of requests.

157. Describe the ability to track the check in/check out process.

158. Discuss deletions of requests if they are not fulfilled.

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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 such as additional discounts for increased quantities, prompt payment, etc. 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 including any omissions for software, hardware, support etc. which is necessary to the success of the project and must be identified as a separate line item with pricing and included as part of this proposal. The 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 quoted shall be firm and fixed for the specified contract period.

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C.4 PROPOSAL ITEMS:

PRICING ITEM #1

Provide all required hardware, software, storage capacity, licensing, labor, professional services, maintenance, updates and support as required to fully implement and make operational an Integrated Learning Management/Learning Content Management Solution for the Denver Public Library. The solution shall provide all required functionalities for Learning Activities & Content Creation, User Experience, Administration, Learner Management & Reporting, Notifications and Alerts, Testing & Evaluation and shall conform to Platform, Hosting, Security and Support Requirements. Your total solution price shall include all requirements listed in Section B.4.b, in accordance with the details of your RFP response. The total annual system cost shall also include all “desired” functionality offered within these areas in your RFP response.

TOTAL YEAR #1 COST = \$_____

TOTAL YEAR #2 COST = \$_____

TOTAL YEAR #3 COST = \$_____

TOTAL YEAR #4 COST = \$_____

TOTAL YEAR #5 COST = \$_____

PRICING ITEM #2 (OPTIONAL PERFORMANCE MANAGEMENT MODULE)

Provide all required hardware, software, storage capacity, licensing, labor, professional services, maintenance, updates and support as required to fully implement and make operational a Performance Management Module for the Denver Public Library. The solution shall provide all required functionalities listed in Section B.4.b, in accordance with the details of your RFP response.

TOTAL YEAR #1 COST = \$_____

TOTAL YEAR #2 COST = \$_____

TOTAL YEAR #3 COST = \$_____

TOTAL YEAR #4 COST = \$_____

TOTAL YEAR #5 COST = \$_____

PRICING ITEM #3 (OPTIONAL FACILITY & EQUIPMENT MANAGEMENT MODULE)

Provide all required hardware, software, storage capacity, licensing, labor, professional services, maintenance, updates and support as required to fully implement and make operational a Facility & Equipment Management Module for the Denver Public Library. The solution shall provide all required functionalities listed in Section B.4.b, in accordance with the details of your RFP response.

TOTAL YEAR #1 COST = \$_____

TOTAL YEAR #2 COST = \$_____

TOTAL YEAR #3 COST = \$_____

TOTAL YEAR #4 COST = \$_____

TOTAL YEAR #5 COST = \$_____

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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 by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **VENDOR NAME**, a **BUSINESS TYPE** registered to do business in Colorado, whose address is _____ (“Vendor”).

1. SOFTWARE LICENSE, SUPPORT AND MAINTENANCE TO BE PROVIDED AND SERVICES TO BE PERFORMED: Vendor, under the general direction of, and in coordination with, the City’s AGENCY or other designated supervisory personnel (the “Manager”) agrees to provide the software (the “Software”) listed on **Exhibit A**, and perform the integration and implementation services [OR OTHER SERVICES] described on attached **Exhibit B** (the “Statement of Work” or “SOW”) and provide the software support and maintenance services described on attached **Exhibit C**.

2. GRANT OF LICENSE; RESTRICTIONS:

A. Vendor hereby grants to City a perpetual, irrevocable, non-exclusive right and license to: (a) install, display, perform, and use the Software; and (b) use all intellectual property rights necessary to use the Software as authorized in subparagraph (a).

B. Title to and ownership of the Software will remain with Vendor. City will not reverse engineer or reverse compile any part of the Software without Vendor's prior written consent. City will not remove, obscure or deface any proprietary notice or legend contained in the Software or documentation without Vendor's prior written consent.

C. Except as specified in a Schedule or Order, Vendor at its expense will, within thirty (30) days after the signing of this Agreement and continuously thereafter, deposit the Software in source code form, including all enhancements, in escrow pursuant to a source code escrow agreement (“Escrow Agreement”) acceptable to City. The following events automatically will give City the right to cause the release of the applicable source code from Vendor or the escrow agent, whether or not contained in the Escrow Agreement, upon notice to Vendor or presentation of this Agreement to the escrow agent: (i) the institution by or against

Vendor of insolvency, receivership or bankruptcy proceedings; (ii) Vendor's making an assignment for the benefit of creditors; (iii) Vendor's dissolution or ceasing its ongoing business operations or sale, licensing, maintenance or other support of the Software; or (iv) Vendor failing to pay the applicable fees due under the Escrow Agreement.

3. DELIVERY AND ACCEPTANCE:

A. Vendor shall deliver the Software and perform the integration services in accordance with the SOW. Vendor will pack, mark, label, document and deliver all Software in accordance with the City's instructions and accepted industry standards.

B. Upon installation of the Software, the City will test and evaluate same to ensure that it conforms, in the City's reasonable judgment, to the specifications outlined in the SOW. If the Software does not conform, the City will so notify Vendor in writing within sixty (60) days. Vendor will, at its expense, repair or replace the nonconforming product within fifteen (15) days after receipt of the City's notice of deficiency. The foregoing procedure will be repeated until the City accepts or finally rejects the product, in whole or part, in its sole discretion. In the event that the Software contains a defect or nonconformity not apparent on examination, the City reserves the right to repudiate acceptance. In the event that the City finally rejects the Software, or repudiates acceptance of it, Vendor will refund to the City all fees paid, if any, by the City with respect to the rejected product.

C. If the City is not satisfied with the Vendor's performance of the services described in the SOW, the City will so notify Vendor within thirty (30) days after Vendor's performance thereof. Vendor will, at its own expense, re-perform the service within fifteen (15) days after receipt of City's notice of deficiency. The foregoing procedure will be repeated until City accepts or finally rejects the service in its sole discretion. In the event that City finally rejects any integration service, Vendor will refund to City all fees paid by City with respect to such service.

4. TERM: The term of the Agreement is from DATE through DATE.

5. COMPENSATION AND PAYMENT:

A. Fee: The fee for the software and services described in the SOW is \$\$\$\$\$\$\$\$ (the "Fee"). The Fee shall be paid pursuant to the City's Prompt Payment Ordinance and in accordance with the following schedule: PAYMENT MILESTONES

B. Reimbursement Expenses: The fees specified above include all expenses, and no other expenses shall be separately reimbursed hereunder.

C. Invoicing: Vendor must submit an invoice which shall include the City contract number, clear identification of the deliverable that has been completed, and other information reasonably requested by the City. Payment on all uncontested amounts shall be made in accordance with the City's Prompt Payment Ordinance.

D. Maximum Contract Liability:

(i) Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for services rendered and expenses incurred by Vendor under the terms of this Agreement for any amount in excess of the sum of _____. Vendor acknowledges that any work performed by Vendor beyond that specifically authorized by the City is performed at Vendor's risk and without authorization under this Agreement.

(ii) It is understood and agreed that any payment obligation of the City hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Agreement, encumbered for the purpose of the Agreement and paid into the Treasury of the City. Vendor acknowledges that (a) the City does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years, and (b) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

6. STATUS OF VENDOR: It is understood and agreed that the status of Vendor shall be that of an independent Vendor and a person retained on a contractual basis to perform professional or technical services for limited periods of time as described in Section 9.1.2(C) of the Charter of the City; and it is not intended, nor shall it be construed, that Vendor or its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code or for any purpose whatsoever. Vendor agrees that during the term of this Agreement it shall fully coordinate all services that it has been directed to proceed upon and shall make every reasonable effort to fully coordinate all such services as directed by the Manager with any City agency, or any person or firm under contract with the City doing work which affects Vendor's work.

7. TERMINATION:

A. The City has the right to terminate this Agreement, with or without cause, on thirty (30) days written notice. However, nothing herein shall be construed as giving Vendor the right to perform services under this Agreement beyond the time when such services become unsatisfactory to the Manager.

B. If this Agreement is terminated by the City, Vendor shall be compensated for, and such compensation shall be limited to, (1) the sum of the amounts contained in invoices which it has submitted and which have been approved by the City; (2) the reasonable value to the City of the work which Vendor performed prior to the date of the termination notice, but which had not yet been approved for payment; and (3) the cost of any work which the Manager approves in writing which he determines is needed to accomplish an orderly termination of the work. The City shall be entitled to an immediate prorate refund of any prepaid fees for services not provided as of the date of termination.

C. Upon termination of this Agreement by the City, Vendor shall have no claim of any kind whatsoever against the City by reason of such termination or by reason of any act incidental thereto, except for compensation for work satisfactorily performed as described herein.

8. **EXAMINATION OF RECORDS:** Vendor agrees that any duly authorized representative of the City, including the City Auditor, shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any books, documents, papers and records of Vendor, involving transactions related to this Agreement. Such examination shall be limited to Vendor's normal business hours, at Vendor's premises, and upon reasonable prior notice to Vendor.

9. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event shall any action by either Party hereunder constitute or be construed to be a waiver by the other Party of any breach of covenant or default which may then exist on the part of the Party alleged to be in breach, and the non-breaching Party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that Party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

10. **INSURANCE:**

A. **General Conditions:** Vendor 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. Vendor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement stating "Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the issuing company shall send written notice to Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202. Such written 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." Additionally, Vendor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by certified mail, return receipt requested. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Vendor. Vendor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Vendor. The Vendor 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: Vendor shall provide a copy of this Agreement to its insurance agent or broker. Vendor may not commence services or work relating to the Agreement prior to placement of coverage. Vendor certifies that the certificate of insurance attached as **Exhibit D** 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 Vendor'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, Auto Liability and Excess Liability/Umbrella, Vendor and sub-contractor'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, Vendor's insurer shall waive subrogation rights against the City.

E. Subcontractors and Sub-consultants: All subcontractors and sub-consultants (including independent Vendors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Vendor. Vendor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and sub-consultants maintain the required coverages. Vendor agrees to provide proof of insurance for all such subcontractors and sub-consultants upon request by the City.

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

G. Commercial General Liability: Vendor 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: Vendor 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. Technology Errors & Omissions: Vendor shall maintain Technology Errors and Omissions insurance including network security, privacy liability and product failure coverage with limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate.

J. Additional Provisions:

(a) For Commercial General Liability and Excess Liability, the policies must provide the following:

- (i) That this Agreement is an Insured Contract under the policy;
- (ii) Defense costs in excess of policy limits;
- (iii) A severability of interests, separation of insureds or cross liability provision; 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:

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

11. REPRESENTATION AND WARRANTY: Vendor represents and warrants that:

A. The Software will conform to applicable specifications, operate in substantial compliance with applicable documentation, and will be free from deficiencies and defects in materials, workmanship, design and/or performance;

B. all services will be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards;

C. all services will conform to applicable specifications and the Exhibits attached hereto;

D. it has the requisite ownership, rights and licenses to perform its obligations under this Agreement fully as contemplated hereby and to grant to the City all rights with respect to the software and services free and clear from any and all liens, adverse claims, encumbrances and interests of any third party;

E. there are no pending or threatened lawsuits, claims, disputes or actions: (i) alleging that any software or service infringes, violates or misappropriates any third party rights; or (ii) adversely affecting any software, service or supplier's ability to perform its obligations hereunder;

F. the Software will not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any third party;

G. the Software will contain no malicious or disabling code that is intended to damage, destroy or destructively alter software, hardware, systems or data; and

H. the media on which all Software is furnished are and will be, under normal use, free from defects in materials and workmanship.

DEFENSE AND INDEMNIFICATION:

A. Vendor hereby agrees to defend, indemnify, and hold harmless City, its appointed and elected officials, agents and employees 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 and until such Claims have been specifically determined by the trier of fact to be due to the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Vendor or its sub-contractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

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

C. Vendor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

D. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Vendor under the terms of this indemnification obligation. The Vendor 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.

F. Vendor will, at Vendor's expense, indemnify, defend and hold harmless the City, its officers, agents and employees from and against any loss, cost, expense or liability (including but not limited to attorney's fees and awarded damages) arising out of a claim that the Software, services, or their use by the City, infringe, violate or misappropriate a patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any third party. The City will promptly notify Vendor in writing of any claim and cooperate with Vendor and its legal counsel in the defense thereof. Vendor may in its discretion (i) contest, (ii) settle, (iii) procure for the City the right to continue using the Software, or (iv) modify or replace the infringing Software so that it no longer infringes (as long as the functionality and performance are not degraded as reasonably determined by the City). The City may participate in the defense of such action at its own expense. If Vendor concludes in its reasonable judgment that none of the foregoing options are commercially reasonable, then Vendor will refund a pro rata portion (based on a 5 year straight line depreciation running from City's final acceptance of the Software) of the Software license fee(s) paid by the City under this Agreement and reimburse the City for all reasonable expenses for removal and replacement of the Software.

13. COLORADO GOVERNMENTAL IMMUNITY ACT: The parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. (2003).

14. TAXES, CHARGES AND PENALTIES: The City shall not be liable for the payment of taxes, late charges or penalties of any nature other than the compensation stated herein, except for any additional amounts which the City may be required to pay under D.R.M.C. § 20-107 to § 20-115.

15. ASSIGNMENT: Vendor covenants and agrees that it will not assign or transfer its rights hereunder without first obtaining the written consent of the Manager. Any attempts by Vendor to assign or transfer its rights hereunder without such prior written consent of the Manager shall, at the option of said Manager, automatically terminate this Agreement and all rights of Vendor hereunder. Such consent may be granted or denied at the sole and absolute discretion of said Manager. A change in control of Vendor shall not constitute an assignment hereunder.

16. NO THIRD PARTY BENEFICIARY: It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and Vendor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreements. It is the express intention of the City and Vendor that any person other than the City or Vendor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

17. NO AUTHORITY TO BIND CITY TO CONTRACTS: Vendor has no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City must be by the City, as required by Charter and ordinance.

18. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: This Agreement, including the exhibit attached hereto (each of which is specifically incorporated herein) is intended as the complete integration of all understandings between the parties. No prior contemporaneous or subsequent addition, deletion, or other amendment hereto shall have any force or effect, unless embodied herein in writing, and executed in the same manner as this Agreement.

19. SEVERABILITY: The parties agree that if any provision of this Agreement or any portion thereof is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity of the remaining portions or provisions shall not be affected.

20. CONFLICT OF INTEREST:

A. The parties agree that no employee of the City shall have any personal or beneficial interest whatsoever in the services or property described herein; and Vendor further agrees not to hire or contract for services any employee or officer of the City which would be in violation of the Denver Revised Municipal Code, Chapter 2, Article IV, Code of Ethics, or Denver City Charter §§ 1.2.8, 1.2.9, and 1.2.12.

B. Vendor agrees that it will not engage in any transaction, activity or conduct which would result in a conflict of interest under this Agreement. Vendor 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 Vendor by placing Vendor's own interests, or the interests of any party with whom Vendor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after it has given Vendor written notice which describes the conflict. Vendor shall have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner which is acceptable to the City.

21. NOTICES: Notices concerning the termination of this Agreement, notices of alleged or actual violations of the terms or conditions of this Agreement, and other notices of similar importance shall be made:

By Vendor to:

And by the City to:

22. DISPUTES: All disputes of whatever nature between the City and Vendor regarding this Agreement shall be resolved by administrative hearings pursuant to the procedure established by Denver Revised Municipal Code, § 56-106(b), et seq. For the purposes of that procedure, the City official rendering a final determination shall be the City representative identified in Paragraph 1 hereof.

23. GOVERNING LAW; VENUE: This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado, the Charter and Revised Municipal Code of the City and County of Denver, and the ordinances, regulations and Executive Orders enacted and/or promulgated pursuant thereto, including any amendments. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this reference. Venue for any legal action relating to this Agreement shall lie in the District Court in and for the City and County of Denver.

24. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under this Agreement, Vendor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and Vendor further agrees to insert the foregoing provision in all subcontracts hereunder.

25. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: Vendor shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto 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 the City barring Vendor from City facilities or participating in City operations.

26. CONFIDENTIAL INFORMATION; OPEN RECORDS:

A. City Information: Vendor acknowledges and accepts that, in performance of all work under the terms of this Agreement, Vendor may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. Vendor agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Vendor shall be held in confidence and used only in the performance of its obligations under this Agreement. Vendor shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably

prudent Vendor would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential", or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Vendor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

B. Use and protection of Proprietary Data or Confidential Information:

(i) Except as expressly provided by the terms of this Agreement, Vendor agrees that it shall not disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available any data, including Proprietary Data or confidential information or any part thereof to any other person, party or entity in any form of media for any purpose other than performing its obligations under this Agreement. Vendor further acknowledges that by providing data, Proprietary Data or confidential information, the City is not granting to Vendor any right or license to use such data except as provided in this Agreement. Vendor further agrees not to disclose or distribute to any other party, in whole or in part, the data, Proprietary Data or confidential information without written authorization from the Manager and will immediately notify the City if any information of the City is requested from the Vendor from a third party.

(ii) Vendor agrees, with respect to the Proprietary Data and confidential information, that: (1) Vendor shall not copy, recreate, reverse engineer or decompile such data, in whole or in part, unless authorized in writing by the Manager; (2) Vendor shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data; and (3) Vendor shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify destruction) or return all such data or work products incorporating such data or information to the City.

(iii) Vendor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted data received from, or on behalf of City. It is the responsibility of the Vendor to ensure that all possible measures have been taken to secure the computers or any other storage devices used for City data. This includes industry accepted firewalls, up-to-date anti-virus software, controlled access to the physical location of the hardware itself.

C. Employees and Sub-Contractor: Vendor will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of Vendor under this Agreement shall survive the expiration or earlier termination of this Agreement. Vendor shall not disclose Proprietary Data or confidential information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.

D. Disclaimer: Notwithstanding any other provision of this Agreement, the City is furnishing Proprietary Data and confidential information on an “as is” basis, without any support whatsoever, and without representation, warranty or guarantee, including but not in any manner limited to, fitness, merchantability or the accuracy and completeness of the Proprietary Data or confidential information. Vendor is hereby advised to verify its work. The City assumes no liability for any errors or omissions herein. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, Vendor agrees to contact the City immediately.

E. Vendor’s Information: The City shall endeavor, to the extent provided by law, to comply with the confidentiality provisions set out in the End User License Agreement, provided, however, that The City understands and agrees that the Vendor software and documentation including, but not limited to, the Source Code, Object Code, the Interface Requirements Document(s) Acceptance Test Procedures, the Statement of Work, the software design, structure and organization, software screens, the user interface and the engineering know-how implemented in the software (collectively “Vendor Confidential Information”) constitute the valuable properties and trade secrets of Vendor, embodying substantial creative efforts which are secret, confidential, and not generally known by the public, and which secure to Vendor a competitive advantage. The City agrees during the term of this Agreement and the license granted hereunder, and thereafter, to hold the Vendor Confidential Information including any copies thereof and any documentation related thereto, in strict confidence and to not permit any person or entity to obtain access to it except as required for the City’s exercise of the license rights granted hereunder, and except as required by the parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act., § 24-72-201, et seq., C.R.S. (2003). In the event of a request to the City for disclosure of such information, the City shall advise Vendor of such request in order to give Vendor the opportunity to object to the disclosure of any of its documents which it marked as proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and Vendor agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. Vendor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of Vendor’s intervention to protect and assert its claim of privilege against disclosure under this Article including but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

27. LEGAL AUTHORITY:

A. Vendor assures and guarantees 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.

B. The person signing and executing this Agreement on behalf of Vendor does hereby warrant and guarantee that he has been fully authorized by Vendor to execute this Agreement on behalf of Vendor and to validly and legally bind Vendor to all the terms, performances and provisions herein set forth.

C. The City shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either Vendor or the person signing the Agreement to enter into this Agreement.

28. NO CONSTRUCTION AGAINST DRAFTING PARTY: Each of the Parties acknowledge that they and their respective counsel have had the opportunity to review this Agreement, and that this Agreement shall not be construed against any party merely because this Agreement or any of its provisions have been prepared by a particular party.

29. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE: This Agreement consists of Paragraphs 1 through XX which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

Exhibit A
Exhibit B
Exhibit C
Exhibit D

In the event of (i) an irreconcilable conflict between a provision of Paragraphs 1 through XX, and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

Paragraphs 1 through XX
Exhibit A
Exhibit B
Exhibit C
Exhibit D

30. SURVIVAL OF CERTAIN PROVISIONS: The parties understand and agree that all terms and conditions of this Agreement together with the exhibits and attachments hereto which, by reasonable implication, contemplate continued performance or compliance beyond the termination of this Agreement (by expiration of the term or otherwise) shall survive such termination and shall continue to be enforceable as provided herein. Without limiting the generality of the foregoing, the Vendor's obligations for the provision of insurance and to indemnify the City shall 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.

31. INUREMENT: The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.

32. TIME IS OF THE ESSENCE: The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

33. FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, unreasonable delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unreasonable unavailability of equipment or software from suppliers, default of a subcontractor or vendor (if such default arises out of causes beyond their reasonable control), the actions or omissions of the other party or its officers, directors, employees, agents, Vendors or elected officials and/or other substantially similar occurrences beyond the party's reasonable control ("Excusable Delay") herein. In the event of any such Excusable Delay, time for performance shall be extended for a period of time as may be reasonably necessary to compensate for such delay.

34. PARAGRAPH HEADINGS: The captions and headings set forth herein are for convenience of reference only, and shall not be construed so as to define or limit the terms and provisions hereof.

35. CITY EXECUTION OF AGREEMENT: This Agreement is expressly subject to and shall not be or become effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver.

36. COUNTERPARTS OF THIS AGREEMENT: This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.

37. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Vendor consents to the use of electronic signatures by the City. The 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 the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

38. PCI/DSS COMPLIANCE: [ONLY FOR CREDIT CARD INTERFACE]

A. The Vendor covenants and agrees to comply with Visa's Cardholder Information Security Program/CISP, MasterCard's Security Data Program and SDP Rules, and with all other credit card association or National Automated Clearing House Association (NACHA) rules or rules of member organizations (generally "Association"), and further covenants and agrees to maintain compliance with the Payment Card Industry Data Security Standards (PCI DSS), MasterCard Site Data Protection (SDP), and (where applicable) the VISA Payment Application Best Practices (PABP) (collectively, the "Security Guidelines"). Vendor represents and warrants that all of the hardware and software components that it utilizes for the

City or uses under this Agreement is and will be PCI DSS compliant. All service providers that Vendor uses under the Agreement must be recognized by VISA as compliant with PABP. Vendor further agrees to exercise reasonable due diligence to ensure that all of its service providers, agents, business partners, contractors, subcontractors and any person or entity that may have access to credit card information under this Agreement maintain compliance with the Security Guidelines and comply in full with the terms and conditions set out in this Section. Vendor further certifies that the meters, as described herein, are to be deployed in a manner that meets or exceeds the PADSS and/or PCI certification and will be deployed on a network that meets or exceeds PCI standards.

B. The Vendor shall not retain or store CVV2/CVC2 data subsequent to authorization of a credit card transaction, shall prohibit disclosure of any and all cardholder information, and in the event of a compromise of credit card information of any kind, Vendor shall immediately notify the City in writing, and shall provide, at Vendor's sole expense, all necessary and appropriate notification to parties and persons affected by such disclosure and compromise.

C. Vendor must provide verification to the City, prior to start up and ongoing annually during the term of this Agreement, that all modules of the Vendor's system(s) that interface with or utilize credit card information in any manner or form of collection are Payment Card Industry Data Security Standards (PCI DSS) compliant.

D. The Vendor must provide quarterly results of a network scan for all Internet or IVR payment acceptance modules that verify PCI DSS compliance, or in the City's sole discretion, allow the City's contracted PCI DSS compliance auditor full access to the Vendor's system(s) at any time to provide this verification to the City. Any cost associated with the City's contracted PCI DSS compliance auditor will be paid by the City. If any Association requires an audit of the Vendor or any of Vendor's Service Providers, agents, business partners, contractors or subcontractors due to a data security compromise event related to this Agreement, Vendor agrees to cooperate with such audit. If as a result of an audit of the City it is determined that any loss of information is attributable to the Vendor, the Vendor shall pay the City's reasonable costs relating to such audit, including attorney's fees. No review, approval, or audit by the City shall relieve the Vendor from liability under this section or under other provisions of this Agreement.

E. In addition to all other defense and indemnity obligations undertaken by the Vendor under this Agreement, the Vendor, to the extent that its performance of this Agreement includes the allowance or utilization by members of the public of credit cards to pay monetary obligations to the City or the Vendor, or includes the utilization, processing, transmittal and/or storage of credit card data by the Vendor, shall defend, release, indemnify and save and hold harmless the City against any and all fines, penalties, assessments, costs, damages or other financial obligations, however denominated, assessed against the City and/or the Vendor by credit card company(s), financial institution(s) or by the National Automated Clearing House Association (NACHA) or successor or related entity, including but not limited to, any credit card company fines, regardless of whether considered to be consequential, special, incidental or punitive damages, costs of notifying parties and persons affected by credit card information

disclosure, the cost of replacing active credit cards, and any losses associated with fraudulent transaction(s) occurring after a security breach or loss of information with respect to credit card information, and shall defend, release, indemnify, and save and hold harmless the City from any and all claims, demands, suits, actions, liabilities, causes of action or legal or equitable proceedings of any kind or nature, of or by anyone whomsoever, in any way affected by such credit card data or utilizing a credit card in the performance by Vendor of this Agreement. In furtherance of this, Vendor covenants to defend and indemnify the City and the Vendor shall maintain compliance with the Payment Card Industry Data Security Standard (PCI DSS) and with all other requirements and obligations related to credit card data or utilization set out in this Agreement.

39. Ownership of Data [CITY DATA ON VENDOR SYSTEM] Vendor acknowledges the CITY's ownership of the data to be installed upon the Vendor's System. Upon termination of this Agreement by either party, or upon conclusion of the Agreement term, Vendor agrees to extract all CITY-owned data from its System and deliver it to the CITY within 15 days. The data shall include all contents of all files created, maintained, and owned by the CITY, including all [LIST FORMS OF DATA]. The designated format for the data to be extracted shall be [DESIGNATE FORM] Appropriate documentation shall be provided. These Services will not be delayed or withheld by Vendor in the event of any legal proceeding initiated by either party. Vendor will be available throughout this period to answer questions about data schema, transformations, and other elements required to fully understand and utilize City's data file.

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 similar 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 Tell us where the vendor will provide? ☐ Rent ☐ Medical Service 06 ☒ Non-Employee Compensation 07 ☐ Attorney 14	
Business Name	Tax ID # (TIN or SSN)
Business Address	Telephone Number
City, State Zip	Fax Number
Order Address (If different from above)	Email (not Required)
City, State, Zip	Vendor Entity Type (check one) ☐ Individual ☐ LLP/LLC ☐ Partnership ☐ Sole Proprietor ☐ Corporation ☐ Government ☐ Exempt/Non-Profit ☐ Employee
Remittance Name	
Remittance Address	
City, State, Zip	

Substitute Form

W-9**REQUEST FOR TAXPAYER****IDENTIFICATION NUMBER (TIN) VERIFICATION**

For Auditor's Office Use Only

Vendor #

PLEASE PRINT OR TYPE
INFORMATION**Legal Name** (Do NOT Enter the Business name of a sole proprietorship on this line.)**Trade Name** (Complete only if doing business as – DBA.)**Official Business/Mailing Address** (Include City, State and Zip Code.)**Do NOT send to the IRS**Return this form to the City and
County of Denver contact with
whom you have been working at
the address below.Purchasing Division
Department of General Services
City & County of Denver
Wellington E. Webb Municipal Office Building
201 W. Colfax Ave. Dept 304
Denver, CO 80202☐ Check this box if you are either an attorney or a law firm. ☐ Check this box if you are a medical service provider.**Check your legal entity type and enter your 9-digit Taxpayer Identification Number (TIN) below.**

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

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

SSN

			+		+			
--	--	--	---	--	---	--	--	--

EIN

		+						
--	--	---	--	--	--	--	--	--

☐ **Individual**

SSN

			+		+			
--	--	--	---	--	---	--	--	--

☐ **General Partnership**

EIN

		+						
--	--	---	--	--	--	--	--	--

☐ **Corporation**

EIN

		+						
--	--	---	--	--	--	--	--	--

☐ **S-Corporation**

EIN

		+						
--	--	---	--	--	--	--	--	--

☐ **LLC**

EIN

		+						
--	--	---	--	--	--	--	--	--

☐ **LLP**

EIN

		+						
--	--	---	--	--	--	--	--	--

☐ **Government Entity**

EIN

		+						
--	--	---	--	--	--	--	--	--

☐ **Exempt or Non-Profit Organization**

EIN

		+						
--	--	---	--	--	--	--	--	--

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

CERTIFICATION

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

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

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

Signature _____ Date _____ Telephone _____