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Department of General Services
PURCHASING DIVISION
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KEVIN PATTERSON
MANAGER, GENERAL SERVICES

CITY AND COUNTY OF DENVER



JOHN W. HICKENLOOPER
MAYOR

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

Buyer: Joe Saporito
720-913-8118

JAMES P. MCINTYRE
DIRECTOR OF PURCHASING

FORMAL PROPOSAL

Formal Proposal No. _____

ADVERTISING_LGL0390A

MULTIMEDIA ADVERTISING

SCHEDULE OF EVENTS

• Proposal Issued	November 29, 2010		
• Deadline to Submit Additional Questions	December 2, 2010	5:00 P.M.	Local Time
• Response to Written Questions	December 6, 2010		
• Proposal Due Date	December 13, 2010	4:00 P.M.	Local Time

Vendor offers to furnish to the City and County of Denver the materials, supplies, products or services requested in accordance with the specifications and subject to the Terms and Conditions described herein.

VENDOR SIGN HERE

Company Name: _____

By: _____
(Printed or Typed Name)

Signature: _____
Signature constitutes acceptance of all Terms and Conditions listed on this form and all documents attached.

Email: _____

Phone: _____

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

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SECTION A: GENERAL INFORMATION & PROPOSAL INSTRUCTIONS

A.1 BACKGROUND AND SCOPE:

The City and County of Denver, hereinafter referred to as the City, desires to solicit proposals relating to the purchase of **MULTIMEDIA ADVERTISING**.

A.2 SUBMISSION OF PROPOSALS:

Submit one (1) original 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. No proposals should be submitted in plastic sleeves or spiral binders. They may be submitted in 3 ring binders.

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

A.3 PROPOSAL QUESTIONS:

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

City Buyer: Joe Saporito
E-Mail: joseph.saporito@denvergov.org
Phone: 720-913-8118

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 Proposal or to provide additional information, addenda will be issued to all recipients of this Proposal.

A.5 ACCEPTANCE PERIOD:

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

A.6 TECHNICAL REQUIREMENTS/STATEMENT OF WORK:

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

A.7 PROPOSAL CONDITIONS AND PROVISIONS:

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

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

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

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

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

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

The Manager of General Services reserves the right to waive any technical or formal errors or omissions and to reject any and all proposals, or to award contract for the items hereon, either in part or whole, if he deems it to be in the best interests of the City and County of Denver to do so.

The successful vendor shall be in complete compliance with all of the specifications, terms and conditions of this proposal as outlined above. The City shall have the right to inspect the facilities and equipment of the successful vendor to insure such compliance.

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

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

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

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

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

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

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

A.8 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.9 NON-COLLUSIVE VENDOR CERTIFICATION:

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

The proposal has been arrived at by the vendor independently and has been submitted without collusion with any other vendor.

- A. 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.
- B. 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.10 AWARDS:

Award(s) will be made to one or more vendor on an individual item basis. Award(s) will be made to all responsive and responsible vendors who submit proposals that are in the City's best interest and aid the City in meeting its advertising needs.

A.11 DISCOUNTS (PAYMENT):

All vendors shall submit their proposal on a net unit price only. All trade discounts, cash discounts; terms for payment must be reflected within the unit price only. The award of this proposal will be based upon the quoted unit price only.

A.12 SAMPLES:

Throughout the life of the resulting contract, upon request, the City may ask the vendor to provide samples to aid the City in preparing an advertisement for its particular use or publication. Vendors are required to furnish a sample of the goods and/or services at no cost to the City. Any sample submitted shall create an express warranty that the whole of the goods and/or services shall conform to the sample submitted. All samples become the property of the City.

A.13 PROCUREMENT CARDS: PAYMENT CONDITIONS:

Awarded contractors are asked to have the capability of accepting the City's authorized Procurement Card as a method of payment. No price changes or additional fee(s) may be assessed when accepting the Procurement Card as a form of payment. Vendors unable to comply with this requirement are asked to indicate such exception on vendor letterhead. This exception will be taken into consideration during the evaluation of the received proposals.

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 VENDOR PERFORMANCE MANAGEMENT:

The Purchasing Department may administer a vendor performance management program as part this proposal and resulting contract. The purpose of this program is to create a method for documenting and advising the Purchasing Department of exceptional performance or any problems related to the purchased goods and services.

A.16 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.

SECTION B: SCOPE OF WORK AND TECHNICAL REQUIREMENTS

The City is seeking pricing from a variety of sources to meet the advertising needs of various City departments. Pricing is being sought not just from print media sources but from television, radio and other advertising provider sources.

B.1 GENERAL PRINT SPECIFICATIONS:

For *Official Legal Notices for Newspapers* (Construction Related Official Notices, Non Construction Related Official Notices).

Printing shall be of 5.5 point type or larger.

In order for the proposal to be considered responsive, the printing format to be utilized shall conform to the following additional specifications:

- a) Number of characters (Including spaces) per line: Minimum 26, Maximum 40
- b) Width of Line: Minimum 1 1/8"
Maximum 1 7/8"
- c) Lines per vertical inch: Minimum 12
Maximum 15

These specifications are for evaluation purposes only. The successful proposer's printing format may employ multiple columns with prices adjusted accordingly.

B.2 "OFFICIAL/LEGAL" NOTICES:

Category I: Official Advertising – Daily Newspaper of General Circulation (Statutory Requirement)

Those "official" or "legal" notices required by ordinance or statutory mandate to be published in a daily newspaper of general circulation. Multiple awards may be made to meet the needs of departments and agencies of the city.

Department or agencies heads shall have the authority to determine within which daily paper of general circulation the specific required notice will be published. That determination shall be made in consideration of which publication will most likely reach the intended, pertinent audience for which the "official" or "legal" notice is intended. Nothing herein shall preclude the Department or agency head from publishing the notice in more than one Category I publication.

No newspaper shall be considered qualified to be a Category I publication unless, at the time of the proposal opening, such newspaper is, and for a continuous period of at least six (6) months prior thereto, has been a daily newspaper of general circulation published in the city and county and printed in the English language.

B.3 ADDITIONAL SPECIFICATIONS:

Free copies of the newspaper(s) for construction related official notices and the newspaper(s) for non-construction related official notices shall be delivered daily to each of the following offices of the City and County of Denver as designated:

Board of Adjustment - Zoning	Assessor (2 copies)
City Attorney	County Treasurer (2 copies)
City Clerk	Local Improvement Tax Department
City Auditor	City Treasurer
Deputy City Clerk	Redemption Department
Director of Purchasing (2 copies)	Sales Tax Office
Office of Contract Compliance (2 copies)	Manager of Parks and Recreation
Chief Building Inspector	Manager of Public Works
Manager of Revenue	Wastewater Department
Design Engineering	Public Trustee - City and County
Denver International Airport	Clerk, County Court
Sheriff's Office	

A total of three (3) additional copies shall be delivered and/or mailed to the following, free of cost to the City:

1. Office of the Mayor (1 copy)
2. City Council Secretary and other City Council Members (2 copies)

This is a total of thirty (30) copies free of charge to the City. Requests for additional copies of free papers may be made throughout the contract term.

B.4 ESTIMATED QUANTITIES:

The City does not guarantee any quantity of item listed herein to be ordered during the coming year.

The remainder of this page left blank intentionally.

B.5 LIQUIDATED DAMAGES:

If the vendor fails to perform the services, as defined in Section B.2 Official/Legal Notices, within the time specified in his/her contract, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the vendor shall pay to the City as fixed, agreed and liquidated damages for each deficiency below. The City may terminate this contract in whole or in part as provided in the "Default" provision. In that event, the vendor shall be liable for such liquidated damages accruing until such time as the City may reasonably obtain delivery or performance of similar supplies and services. The vendor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the vendor. NOTE: Liquidated damages shall not be imposed during the first thirty (30) day period of the contract term.

LIQUIDATED DAMAGES - DEDUCTIONS FROM UNPAID BILLINGS - Remedies for Non-Performance (cont'd):

	INCIDENT	DEDUCTION FROM BILLING or Required Remedy
1.	Publication of ad without Corrections made by the City to the Final Proof.	Republish WITHOUT charge to the City.
2.	Failure to Perform (Omissions): Scheduled publications of City Council weekly agendas.	\$100.00 per incident, deduction from unpaid billings.
3.	Failure to Perform (Omissions): Scheduled publications of City Council "emergency" agendas.	\$500.00 per incident, deduction from unpaid billings.
4.	Failure to inform the City IMMEDIATELY of inability to provide requested services which results in erroneous/incorrect publication.	\$100.00 per incident, deduction from unpaid billings.

B.6 ADDITIONAL ADVERTISING NEEDS:

The City is also seeking other avenues of advertisement that it can use to notify or make the public aware of various services and events. These methods of advertisement include but are not limited to:

- Radio Ads
- Television Ads
- Radio and Television ads in Spanish or other languages as identified by agencies
- Internet Ads

B.7 FREQUENTLY ASKED QUESTIONS:

This section contains questions and answers that have been submitted in previous Multimedia proposals. The City feels that these questions and answers best describe what the City is requesting as far as its Multimedia requirements. The City suggests that vendors review all questions and answers prior to submitting questions. Any new questions shall be submitted according to the Schedule of Events located on the title page of this proposal.

- Q1. If you don't place the schedule for the year what happens if you send us an insertion and we are sold out? If we are sold out, we will not be able to accommodate you. Are there consequences for this action?

The City requests that you send a notification of the sold out schedule(s) so that we may make other arrangements. (A seven day one (1) week prior notice of such notification is required)

- Q2. Will the City send completed, recorded commercials, or will it send written copy? If it is written copy, what is the procedure for approving the completed commercials prior to air? If the City needs to hear and approved commercials, there must be a clear procedure for this. The City will likely need to send us the written commercial at least a full week prior to air. We can get an mp3 emailed within 48 hours (working days), and would need approval back within 24 hours of that in order to make any changes. Any change in wording after a commercial is recorded may cause airing to be delayed or refused. Are these requirements enough if we state them in our proposal on letterhead?

That will be at the discretion of the using agency and maybe a mixture of both. If this is a requirement of your service it must be clearly disclosed for the City to consider in the award process.

- Q3. Section D.1.i – Invoicing - All of the language is specific either to newspaper or to hard products. What are the requirements for broadcast, specifically, radio? We don't have number of lines published per insertion or ASU inch (#5) this is not radio terminology, nor do we have an exact equivalent. Radio specifically will show on invoices the times spots are aired, and the lines from the original contract on which you could find the time frame ordered. The invoices will also show the spot price.

Spot pricing is appropriate for radio.

- Q4. Section D.1.i – Invoicing – if the City orders for multiple months, our invoice will show the number of commercials aired in THAT MONTH, not for the total ordered over multiple months. Is this a problem?

Invoicing monthly is acceptable.

- Q5. Section D.1.i – Invoicing – There is no "Certified Proof of Publication" for radio. We can notarize our invoices. Is that sufficient?

If it doesn't apply please provide what is appropriate.

- Q6. Section D.1.i – Invoicing – Does the City require that it RECEIVE invoices by the 5th of the month, or that they be postmarked by that date?

Received

- Q7. Section D.1.q Assignment/No Third Party Beneficiary - in the event that our station(s) are sold, does the contract obligate the new owners to anything? Does it give the City an "out?" What if a station changes format during the course of the contract?

An assignment must be mutually agreed upon by all three parties, meaning the new owners should agree to take the contract at the same terms, conditions, provisions and requirements. Such an assignment will mean that the new owner will be required to sign all documentation of this as provided by the City.

- Q8. Our firm will be sending rates for radio. Can I email this back to you, or do I need to physically mail the package.

E-mail submittals are not acceptable please refer to Section A.2.

- Q9. On page 17, item 4, category “Official Advertising”...does this refer to candidate political advertising?

No.

- Q10. On P. 4, Section A.5 it discusses rates quoted being valid for a period of not less than 120 days. On P. 16, Sections C.1 & C.4 it says all prices quoted shall be firm and fixed. Am I to assume that all media will be placed within the 120 day period for the year? If not, am I in any way obligating my stations to take business at rates quoted, if the media is placed after 120 days from date of submission?

Media orders will be placed on an “as needed” basis throughout the term of the Master Purchase Order that will be created as a result of this bidding process. Proposals submitted by vendors will be valid for a period of 120 days from the closing date. If a Master Purchase Order is not created within these 120 days, the proposals would no longer be valid. If a Master Purchase Order is created during these 120 days, the rates included in the proposals will be fixed and firm throughout the term of the Master Purchase Order.

- Q11. We are recruitment advertising agency, not a publication, responding to proposal item #8. Can you name the names of the publication (s) that you require characters/line and costs from?

Item #8 is used to advertise positions open within the City, typically a publication with a daily circulation of 250,000 is sought.

B.8 COOPERATIVE PURCHASING:

The City and County of Denver encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions, pursuant to Denver Revised Municipal Code Sec. 20-64.5. To the extent other governmental jurisdictions are legally able to participate in cooperative purchasing endeavors, the City and County of Denver supports such cooperative activities. Further, it is a specific requirement of this proposal or Request for Proposal that pricing offered herein to the City and County of Denver may be offered by the vendor to any other governmental jurisdiction purchasing the same products.

The vendor(s) must deal directly with any governmental agency concerning the placement of purchase orders, freight charges for destinations outside of the Denver Metro area, contractual disputes, invoicing, and payment. The City and County of Denver shall not be liable for any costs, damages incurred by any other entity.

The remainder of this page left blank intentionally.

SECTION C: PROPOSAL ITEMS

C.1 PRICING INSTRUCTIONS:

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

C.2 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.3 PRICING:

All prices quoted shall be firm and fixed for the specified contract period.

The remainder of this page left blank intentionally.

C.4 PROPOSAL ITEMS:

PROPOSAL ITEM # 1: “OFFICIAL” OR “LEGAL” ADVERTISING

Category: Official or Legal Advertising

“Official” or “Legal” Advertising – Daily Newspaper of General Circulation (Statutory Requirements)

NOTE: *EDI methods are required to be utilized for Official Advertising (Notices) originating from the Clerk and Records Office. It shall be a specific requirement of this Request for Proposal that Non Construction Related Official Advertising (Notices) originating from the Clerk and Recorder’s Office shall be accomplished by EDI methods (See Exhibits A & B, attached hereto). This shall require the successful proposer provide the Clerk and Recorder’s Office with appropriate EDI solutions that shall enable format compatibility between the Clerk and Recorder’s Office and the successful proposer’s computerized formatting requirements. Pricing for this EDI requirement must be included in the Net Price Per Line Published Per Insertion entered below.*

The Award Winner(s) shall be required to identify a Single Point of Contact who shall be responsible for all facets of the services to be provided by the contractor to the City and, further, said Single Point of Contact shall meet on a bi-weekly (once every two weeks) basis with personnel of the Clerk and Records Office to discuss problem areas which may occur with any/all requirements set out in Proposal Item No. 1. Proposer is to enter their Single Point of Contact name and telephone number below:

NAME

PHONE

Street address where newspaper is published

Is the Newspaper a daily newspaper of general circulation printed in the English language which has been published at the above address for a continuous period of at least six (6) months?

YES _____ NO _____

Average Number of Characters per line _____

Net Price per Line Published Per Insertion \$ _____

Internet Fee per Ad: \$ _____

NOTE: The price entered above shall be the price charged for all Official Advertising (Notices) regardless of whether said notices are transmitted/proofed by traditional hard-copy methods or by the specific requirement of the Clerk and Recorder’s Office for EDI methods for official notices.

PROPOSAL ITEM # 2: OFFICIAL NOTICES – BUSINESS/COMMERCE RELATED NEWSPAPERS OR PUBLICATION

Category: Official Advertising – Business/Commerce Related Newspapers or Tabloids

No newspaper or tabloid shall be considered qualified to be a publication unless, at the time of the proposal opening, such newspaper or tabloid is, and for a continuous period of at least six (6) months prior thereto, has published, at least on a monthly basis, a newspaper or tabloid which -- as substantiated by demographic evidence presented at the time of the proposal opening -- provides significant distribution to areas in metropolitan Denver where business and commerce related activities are conducted.

Official Notices – Business/Commerce Related Newspapers or Publication.

Street address where newspaper is published

Is the Newspaper a daily newspaper of general circulation printed in the English language which has been published at the above address for a continuous period of at least six (6) months?

YES _____ NO _____

Average Number of Characters per line _____

Net Price per Line Published Per Insertion \$ _____

Internet Fee per Ad: \$ _____

The remainder of this page left blank intentionally.

PROPOSAL ITEM # 3: OFFICIAL ADVERTISING – GENERAL TOPICS OR ETHNIC/NEIGHBORHOOD RELATED NEWSPAPERS OR TABLOIDS

Category: Official Advertising – General Topics or Ethnic/Neighborhood Related Newspapers or Tabloids

Those “official” or “legal” notices required by ordinance or statutory mandate to be published without the stipulation that the publication be a daily newspaper of general circulation. Multiple awards may be made to meet the needs of departments and agencies of the city.

Department or agencies heads shall have the authority to determine within which general topics/esoteric or ethnic/neighborhood related newspaper or tabloid which is not a daily paper of general circulation the specific required notice will be published. That determination shall be made in consideration of which publication will most likely reach the intended, pertinent audience for which the “official” or “legal” notice is intended. Nothing herein shall preclude the Department or agency head from publishing the notice in more than one of the Category publications.

No newspaper or tabloid shall be considered qualified to be a publication unless, at the time of the proposal opening, such newspaper or tabloid has, and for a continuous period of at least six (6) months prior thereto, published, at least on a monthly basis, a newspaper or tabloid which -- as substantiated by demographic evidence presented at the time of the proposal opening – provides significant distribution to metropolitan Denver and/or areas of the City and County of Denver where ethnic populations are significant or to specific neighborhoods of the City and County of Denver.

Official Advertising – General Topics or Ethnic/Neighborhood Related Newspapers or Tabloids

Newspapers/Publications which do not meet the requirements for Official Advertising (as above) shall enter their pricing here:

Net Price per Line Published Per Insertion

\$ _____

The remainder of this page left blank intentionally.

PROPOSAL ITEM # 4: RADIO: Category: Official, Classified/Retail Advertising

For “official” or “legal” notices required by ordinance or statutory mandate to be published without the stipulation that the publication be printed or for “non-official” classified or retail ads which agencies of the city may, from time to time, wish to publish by radio. Multiple awards may be made for each of the three components of this category to meet the needs of departments and agencies of the city.

No radio station shall be considered qualified to be a publication unless, at the time of the proposal opening, such electronic medium has, and for a continuous period of at least six (6) months prior thereto -- as substantiated by demographic evidence or verified “user” lists presented at the time of the proposal opening – provided significant distribution of information or whose significant broadcast audience is metropolitan Denver and/or whose services are directed to significant ethnic, neighborhood, or business entities or concerns in the metropolitan area of Denver.

Name/Address of Radio Station: _____

Account Contact Person & Phone #: _____

1st Quarter Pricing to be submitted to Purchasing with this proposal

2nd Quarter Pricing to be submitted to Purchasing no later than 3/10/11

3rd Quarter Pricing to be submitted to Purchasing no later than 6/10/11

4th Quarter Pricing to be submitted to Purchasing no later than 9/10/11

Monday-Friday	:60	:30	:15	*60 online streaming
6am – 10am				
10am – 3pm				
3pm – 7pm				
6am – 7pm				
7pm – 12am				

Saturday-Sunday	:60	:30	:15	*60 online streaming
6am – 10am				
10am – 3pm				
3pm – 7pm				
6am – 7pm				
7pm – 12am				

****All radio station broadcasts are available online at the radio station web site which is synchronized with the on-air broadcasts (streaming). Streaming commercials will run in the same commercial stop set as the on-air commercial stop set. Rates quoted above are base on available inventory and can vary based on inventory. Example: January rates are typically priced at a lower rate.***

Online Advertising:

Banner size	Monthly impressions	Monthly pricing
728x90		\$
234x60		\$
300x250		\$
600x120		\$
Email Blast	No. per email	Price
120x90 banner		

Contact account representative for more information.

PROPOSAL ITEM # 5: TELEVISION

Click **HERE** to link to the proposal item #5 Television Pricing Table Excel spreadsheet.

Enter your pricing and product information in the columns provided on the Excel spreadsheet and save it on your media. **DO NOT ALTER THE CITY'S DOCUMENTS IN ANY WAY.**

- 1st Quarter Pricing to be submitted to Purchasing with this proposal
- 2nd Quarter Pricing to be submitted to Purchasing no later than 3/10/11
- 3rd Quarter Pricing to be submitted to Purchasing no later than 6/10/11
- 4th Quarter Pricing to be submitted to Purchasing no later than 9/10/11

Account Contact Person & Phone #: _____

The remainder of this page left blank intentionally.

PROPOSAL ITEM # 6: CLASSIFIED ADVERTISING

CLASSIFIED/RETAIL PUBLICATION

Category: Classified Advertising – Newspapers/Tabloids

Those “non-official” classified notices which agencies of the City may, from time to time, wish to place in a newspaper or tabloid. Multiple awards may be for this category to meet the needs of departments and agencies of the city.

Department or agencies heads shall have the authority to determine which newspaper or tabloid will be utilized to publish the required classified notice. That determination shall be made in consideration of which newspaper or tabloid will most likely reach the intended, pertinent audience for which the classified notice is intended. Nothing herein shall preclude the Department or agency head from publishing the notice in more than one of the category publications.

No newspaper or tabloid shall be considered qualified to be a publication unless, at the time of the proposal opening, such newspaper or tabloid has, and for a continuous period of at least six (6) months prior thereto; publishes at least on a monthly basis and -- as substantiated by demographic evidence at the time of the proposal opening – provided evidence of significant distribution to metropolitan Denver and/or areas of metropolitan Denver where business and commerce related activities are conducted where ethnic populations are significant or to specific neighborhoods of the City and County of Denver.

Street Address Where Newspaper is published

Is the Newspaper a daily newspaper of general circulation printed in the English language which has been published at the above address for a continuous period of at least six (6) months?

YES _____ NO _____

Newspapers which meet the requirements for Official Classified Advertising shall enter their pricing here:

Average Number of Characters per line _____

Net Price per Line Published Per Insertion \$ _____

Internet Fee Paid per Ad: \$ _____

PROPOSAL ITEM # 7: RETAIL ADVERTISING

Category: Retail – Newspapers/Tabloids

Those “non-official” retail ads which agencies of the city may, from time to time, wish to place in a newspaper or tabloid. Multiple awards may be for this category to meet the needs of departments and agencies of the city.

Department or agencies heads shall have the authority to determine which newspaper or tabloid will be utilized to publish the required retail ad. That determination shall be made in consideration of which newspaper or tabloid will most likely reach the intended, pertinent audience for which the classified notice is intended. Nothing herein shall preclude the Department or agency head from publishing the notice in more than one publication.

No newspaper or tabloid shall be considered qualified to be a publication unless, at the time of the proposal opening, such newspaper or tabloid has, and for a continuous period of at least six (6) months prior thereto; publishes at least on a monthly basis and -- as substantiated by demographic evidence at the time of the proposal opening – provided evidence of significant distribution to metropolitan Denver and/or areas of metropolitan Denver where business and commerce related activities are conducted where ethnic populations are significant or to specific neighborhoods of the City and County of Denver.

Street address where newspaper is published

Publication Name:	
Net Daily Price per SAU inch: Monday - Friday	\$
Net Saturday Price per SAU inch:	\$
Net Sunday Price per SAU inch:	\$

PROPOSAL ITEM # 8: “RECRUITMENT” ADVERTISING

Category: Recruitment – Daily Newspaper of General Circulation (Statutory Requirement)

Multiple awards may be made to meet the needs of departments and agencies of the city.

Department or agencies heads shall have the authority to determine within which daily paper of general circulation the specific required notice will be published. That determination shall be made in consideration of which publication will most likely reach the intended, pertinent audience for which the “official” or “legal” notice is intended. Nothing herein shall preclude the Department or agency head from publishing the notice in more than one of the Category publications.

No newspaper shall be considered qualified to be a publication unless, at the time of the proposal opening, such newspaper is, and for a continuous period of at least six (6) months prior thereto, has been a daily newspaper of general circulation published in the city and county and printed in the English language.

“Recruitment” Advertising – Business/Commerce Related Newspaper, Daily Newspaper of General Circulation, Publications or Recruitment Ad Agency

The Award Winner(s) shall be required to identify a Single Point of Contact who shall be responsible for all facets of the services to be provided.

NAME	PHONE
------	-------

Name / Address of Organization: _____

Daily Net Price per Line Published Per Insertion \$ _____

Sunday Net Price per Line Published Per Insertion \$ _____

Internet charge for all line ads \$ _____

Internet charge for all display ads \$ _____

**FOR ADDITIONAL INFORMATION CONTACT BUYER JOE SAPORITO 720-913-8118 OR
Joseph.Saprito@denvergov.org**

SECTION D: MASTER PURCHASE ORDER TERMS AND CONDITIONS

D.1.a **Goods/Services:**

XXX, a XXX, ("Vendor") shall provide the goods, and any services related thereto, identified and described on attached **Exhibit A**, to the City and County of Denver, a Colorado municipal corporation (the "City"), all in accordance with the terms and conditions of this Master Purchase Order.

D.1.b **Ordering:**

The City shall purchase one or more of the goods/services by issuing a written purchase order(s) or similar appropriate written document ("Order"), each of which will be deemed incorporated into this Agreement for purposes of such Order only.

D.1.c **Pricing:**

The pricing/rates for the goods/services is contained on **Exhibit A** and shall be held firm for the term of this Master Purchase Order.

D.1.d **Term:**

The term of this Agreement shall run from January 1, 2011 to and including December 31, 2011.

D.1.e **Non-Exclusive:**

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

D.1.f **Inspection and Acceptance:**

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

D.1.g **Shipping, Taxes and Other Credits and Charges:**

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

is 84-6000580 and its State Registration No. is 98-02890. Vendor shall pay all sales and use taxes levied by City on any tangible personal property built into the goods/services. Vendor shall obtain a Certificate of Exemption from the State of Colorado Department of Revenue prior to the purchase of any materials to be built into the goods/services and provide a copy of the Certificate to City prior to final payment.

D.1.h Risk of Loss:

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

D.1.i Invoicing:

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

NOTE: The City shall be billed monthly, with billing completed on or before the 5th day of the succeeding month. "Certified Proof of Publication" is required in order to receive payment.

Invoices shall be sent to:

Central Accounts Payable
201 W. Colfax Ave. Dept. 908
Denver, CO. 80202

and include the following, where applicable:

- 1) Master Purchase Order (contract) number – (ADVERTISING_LGL0390A) and any internal number which may have been issued by the specific agency ordering the ad.
- 2) Items listed individually. Additionally, items MUST specifically identify the nature of the publication, i.e. Ordinances; Rules/Regs - Public Works; Election Notice; Public Hearing; Proposer's Proposal, etc. EACH INVOICE MUST REFLECT ONLY ONE SPECIFIC PUBLICATION. YOU MAY NOT BILL FOR MULTIPLE ADS ON THE SAME INVOICE.
- 3) Unit price, extended and totaled.
- 4) Number of lines published per insertion or SAU inch.
- 5) Invoice number and date.
- 6) Requesting department name.

D.1.j Payment:

Payment shall be subject to City's Prompt Payment Ordinance D.R.M.C. § 20-107, et-seq. after City accepts the goods/services. Any other provision of this Agreement notwithstanding, in no event shall the City be liable for aggregate payments under this Master Purchase Order in excess of XXX dollars (\$XXX). The Vendor acknowledges that any goods/services provided beyond those specifically described in **Exhibit A** are performed at Contractor's risk and without authorization from the City. City's payment obligations hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Master Purchase Order, encumbered by the City after receipt of Vendor's invoice and paid into the Treasury of City. Vendor acknowledges that: (i) City does not by this Master Purchase Order, irrevocably pledge present cash reserves for payments in future fiscal years; and (ii) this Master Purchase Order is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City. City may setoff against any payments due to Vendor any claims and/or credits it may have against Vendor under this Master Purchase Order.

D.1.k Amendments/Changes:

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

D.1.l Warranty:

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

D.1.m Indemnification/Limitation of Liability:

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

D.1.n Termination:

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

D.1.o Interference:

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

D.1.p Venue, Choice of Law and Disputes:

Venue for all legal actions shall lie in the District Court in and for City and County of Denver, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and

Revised Municipal Code, rules, regulations, Executive Orders, and fiscal rules of City. All disputes shall be resolved by administrative hearing, pursuant to the procedure established by D.R.M.C. § 56-106. Director of Purchasing shall render the final determination.

D.1.q Assignment/No Third Party Beneficiary:

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

D.1.r Notice:

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

D.1.s Compliance With Laws:

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

D.1.t Insurance:

Vendor shall secure, before delivery of any goods/services, the following insurance covering all operations, goods and services provided to City. Vendor shall keep the required insurance coverage in force at all times during the term of the Purchase Order, or any extension thereof, during any warranty period, and for three (3) years after termination of this Purchase Order. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision stating "Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the issuing company shall send written notice to the 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, City must be notified by Vendor. Vendor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of Vendor. Vendor shall provide a copy of this Purchase Order to its insurance agent or broker. Vendor may not commence services or work relating to the Purchase Order prior to placement of coverage. Contractor certifies that the attached certificate of insurance attached to the Purchase Order documents, preferably an ACORD certificate, complies with all insurance requirements of this Purchase Order. 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 Purchase Order shall not act as a waiver of Vendor's breach of this Purchase Order or 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. Vendor's insurer shall name as Additional Insured to its Commercial General Liability and Business Auto Liability policies the City and County of Denver, its elected and appointed officials, employees and volunteers. Vendor's insurer shall waive subrogation rights against the City. All sub-contractors and sub-consultants (including independent contractors,

suppliers or other entities providing goods/services required by this Purchase Order) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Vendor. Vendor shall include all such entities as insureds under its policies or shall ensure that they all maintain the required coverages. Vendor shall provide proof of insurance for all such entities upon request by City. For Worker's Compensation Insurance, Vendor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 for each bodily injury occurrence claim, \$100,000 for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Vendor expressly represents to City, as a material representation upon which City is relying, that none of the Vendor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Purchase Order, and that any such rejections previously effected, have been revoked. Vendor shall maintain Commercial General Liability coverage 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. Vendor shall maintain Business Auto Liability coverage with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-hired vehicles used in performing services under this Purchase Order. For Commercial General Liability coverage, the policy must provide the following: (i) That this Purchase Order 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 non-contributory with other coverage or self-insurance provided by City. For claims-made coverage, the retroactive date must be on or before the first date when any goods or services were provided to City. Vendor must 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 Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

D.1.u Severability:

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

D.1.v Survival:

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

D.1.w No Construction Against Drafting Party:

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

D.1.x Status of Vendor/Ownership of Work Product:

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

D.1.y Records and Audits:

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

D.1.z Remedies/Waiver:

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

D.1.aa No Discrimination in Employment:

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

D.1.bb Use, Possession or Sale of Alcohol or Drugs:

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

D.1.cc Conflict of Interest:

No employee of City shall have any personal or beneficial interest in the goods/services described in this Master Purchase Order; and Vendor shall not hire or contract for services any employee or officer of City which would be in violation of City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

D.1.dd Advertising and Public Disclosure:

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

D.1.ee Prohibition of Employment of Illegal Immigrants to Perform Work Under This Master Purchase Order:

This Master Purchase Order is subject to Article 17.5 of Title 8, Colorado Revised Statutes, as now existing or hereafter amended, (the "Certification Statute"). Compliance by the Contractor and its subcontractors with the Certification Statute is expressly made a contractual condition of this Master Purchase Order. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Master Purchase Order. The Contractor shall not enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien or that fails to certify to the Contractor that it does not knowingly employ or contract with an illegal alien to perform work under this Master Purchase Order. The Contractor represents, warrants, and agrees that: (a) It has verified or attempted to verify that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the U.S. Social Security Administration and U.S. Department of Homeland Security ("Basic Pilot Program" or "BPP"), as defined in § 8-17.5-101(1), C.R.S., or that if it is not accepted into the BPP prior to entering into this Master Purchase Order, it shall apply to participate in the BPP every three months until either it is accepted into the BPP or its has completed its obligations under this Master Purchase Order, whichever occurs first; (b) It will not use the BPP to undertake pre-employment screening of job applicants while performing its obligations under this Master Purchase Order; (c) If it obtains actual knowledge that a subcontractor performing work under this Master Purchase Order knowingly employs or contracts with an illegal alien, it will notify such subcontractor and the City within three days, and terminate such subcontractor if within three days after such notice the subcontractor does not stop employing or contracting with the illegal alien, unless during such three day period the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien; (d) It shall comply with all reasonable requests made in the course of an investigation

by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S. If the Contractor fails to comply with any provision of this Section 35, the City may terminate this Master Purchase Order for breach and the Contractor shall be liable for actual and consequential damages to the City. Contractor shall certify the above by signing the certification attached to this Master Purchase Order.

The remainder of this page left blank intentionally.

SECTION E: ADDITIONAL REQUIRED INFORMATION

E.1 REFERENCE LISTING:

Vendors shall furnish the names, addresses and telephone numbers of a minimum of three (3) firms or government organizations for which the vendor is currently furnishing or has, in the past, completed service for:

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

E.2 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.3 GREENPRINT DENVER VENDOR SUSTAINABILITY:

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

Explain how your products and/or service supports the City’s goal of environmentally preferable purchasing.

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

To aid the City in future proposals for this good/service, the City is seeking information from the vendor community on what changes may affect this request in the area of environmentally preferable specifications. The City reserves the right to review and incorporate the information provided in future specifications/scopes of work.

E.4 CONTRACTORS UNDER 8-17.5-101 – 102, C.R.S.:

- (a) The Agreement is subject to Article 17.5 of Title 8, Colorado Revised Statutes, and as amended hereafter (the “Certification Statute”) and the Contractor is liable for any violations as provided in the Certification Statute.
- (b) The Contractor certifies that:
 - (1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
 - (2) It will participate in either the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., or the employment verification program established by the Colorado Department of Labor and Employment under § 8-17.5-102(5)(c), C.R.S. (the “Department Program”), to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
- (c) The Contractor also agrees and represents that:
 - (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
 - (2) It shall not enter into a contract with a sub-contractor or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
 - (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in either the E-Verify Program or the Department Program.
 - (4) It is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement.
 - (5) If it obtains actual knowledge that a sub-contractor or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such sub-contractor or subcontractor and the City within three days. The Contractor will also then terminate such sub-contractor or subcontractor if within three days after such notice the sub-contractor or subcontractor does not stop employing or contracting with the illegal alien, unless during such three day period the sub-contractor or subcontractor provides information to establish that the sub-contractor or subcontractor has not knowingly employed or contracted with an illegal alien.
 - (6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S.

E.5 VENDOR INFORMATION:

Information	Vendor			
	Tell us where the vendor will provide?			
	☐ Rent	☐ Medical Service 06	☒ Non-Employee Compensation 07	☐ Attorney 14
	Business Name		Tax ID # (TIN or SSN)	
	Business Address		Telephone Number	
	City, State Zip		Fax Number	
	Order Address (If different from above)		Email	
	City, State, Zip		Vendor Entity Type (check one)	
	Remittance Name		☐ Individual ☐ LLP/LLC	
	Remittance Address		☐ Partnership ☐ Sole Proprietor	
City, State, Zip		☐ Corporation ☐ Government		
		☐ Exempt/Non-Profit ☐ Employee		

Substitute Form

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

For Auditor's Office Use Only

Vendor #

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

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

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

SSN

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EIN

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☐ **Individual**

SSN

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☐ **General Partnership**

EIN

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☐ **Corporation**

EIN

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☐ **S-Corporation**

EIN

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☐ **LLC**

EIN

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☐ **LLP**

EIN

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☐ **Government Entity**

EIN

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☐ **Exempt or Non-Profit Organization**

EIN

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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 _____