

RETURN TO:
Department of General Services
PURCHASING DIVISION
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Department 304, 11th Floor
Denver, CO 80202
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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

Proposal No. _____

6519

SUN MICROSYSTEMS PRODUCTS

SCHEDULE OF EVENTS

• Proposal Issued	November 17, 2008		
• Deadline to Submit Additional Questions	November 20, 2008	5:00 P.M.	Local Time
• Response to Written Questions	November 25, 2008		
• Proposal Due Date	December 2, 2008	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.

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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 **SUN MICROSYSTEMS PRODUCTS**.

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 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 PRICING INSTRUCTIONS:

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

A.7 TECHNICAL REQUIREMENTS/STATEMENT OF WORK:

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

A.8 PROPOSAL CONDITIONS AND PROVISIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A.9 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.10 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.11 AWARDS:

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

A.12 EVALUATION AND AWARDS:

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

- (a) price
- (b) delivery schedule
- (c) references

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

A.13 BRAND AND/OR TRADE NAMES:

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

A.14 PRODUCT/PERFORMANCE LITERATURE:

Upon request of the City's Buyer, complete manufacturer's literature and specifications must be furnished by each vendor on the products he is quoting.

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, such as manuals, parts books and/or current repair parts price sheets.

A.15 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.

A.16 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.16.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.17 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.

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SECTION B: SCOPE OF WORK AND TECHNICAL REQUIREMENTS

The City desires to solicit proposals for the purchase Sun Microsystems hardware, software and software licensing and technical support for these licenses. The hardware, software and licensing must be provided by a Sun Microsystems Certified Value Added Reseller and the support shall be provided through Sun Microsystems. Such licensing shall be good for one year starting with the date of software installation and acceptance by City of such installation, to and including one year from that date. The City may choose a renewal of the licensing and technical support at the expiration of the first year's term.

Only vendors that can provide documentation of being a Sun Microsystems Certified Value Added Reseller are encouraged to submit a bid.

B.1 TECHNICAL SUPPORT:

Technical support will be provided under Sun Microsystem's technical support policies in effect at the time the services are provided. Technical support policies can be accessed at:

<http://www.sun.com/support/>

B.2 ESTIMATED QUANTITIES:

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

B.3 F.O.B. POINT:

All prices quoted must be quoted at a firm price F.O.B. Denver, Colorado, delivered to:

**IT Admin
10 Galapago St.
Denver, CO. 80223**

B.4 DELIVERY CONSIDERATIONS:

Deliveries are to be made as soon as possible after orders are placed and are anticipated within a 10 – 14 calendar day period. Vendors proposing products not carried in stock as a policy for immediate delivery should not submit proposal on such items.

B.5 WARRANTY GUARANTEE:

Vendor shall be fully responsible for any and all warranty work, regardless of whether or not manufacturers of equipment, and/or its component parts, provide the actual warranty coverage. In addition, vendor shall have or establish a single, local source that will accomplish or

coordinate any necessary warranty work. Vendor shall respond to requests for warranty assistance within twenty-four (24) hours.

B.6 WARRANTY:

Specify the vendor or dealership where warranty work will be done:

Vendor: _____

Address: _____

City, State and Zip Code: _____

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SECTION C: PRICING / PROPOSAL ITEMS

C.1 PRICING INFORMATION:

This section shall include a description of the proposed costs and prices. All pricing information shall be limited solely to this section of your proposal. This section should address all requirements set forth in Section B 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.

Click **HERE** to link to the C.4 Proposal Items WORD Table.

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

The following pages are a hard copy of the proposal items. Replace these pages with your completed WORD Table.

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C.4 PROPOSAL ITEMS:

Item	Qty	Mfg #	Product Detail	UOM	Unit Price	Extended Price
1	2	B13-UEQ-EC-4GB-JLB	SUN FIRE X4150 X64 RACK-MOUNT SERVER: ONE QUADCORE INTEL(R) XEON (R) X5460 PROCESSOR (2X6MB L2, 3.16 GHZ, 13433 MHz FSB, 120W) 4GB OF MEMORY FULLY BUFFERED, NO HDD, NO DVD, 1xPSU, ILOM 4x10/100/1000 EHTERNET PORTS, 5x USB 2.0 PORTS, 3x 3-LANE PCI-EXPRESS SLOTS, NO POWER CORD, ORDER GEO-SPECIFIC X-OPTION. STANDARD CONFIGURATION ROHS-T.	EA	\$	\$
2	2	X6393A	QUAD-CORE INTEL(R) XEON(R) X5460 PROCESSOR FOR SUN FIRE X4150 & 4250 SERVER. RoHS-5. X-OPTION.	EA	\$	\$
3	2	X6381A	4GB MEMORY KIT WITH 2X2GB PC2-5300 667 MHz ECC FULLY BUFFERED DDR2 DIMM. ROHS-6 X-OPTION.	EA	\$	\$
4	4	XRA-SS2CF-146G10K	146GB 10K RPM 2.5" SAS DISK DRIVER WITH MARLIN BRAKET ROHS-6. X-OPTION	EA	\$	\$
5	2	X6388A	INTERNAL SAS DRIVE CABLE KIT FOR SUN FIRE X4150 SERVER. ROHS-5 X-OPTION.	EA	\$	\$
6	2	SGXPCIESAS-R-INT-Z	SUN STORAGE TEK (TM) 8-PORT INTERNAL SAS RAID HOT BUS ADAPTER WITH RAID ., 1, 1E, 10, 5, 5EE, 50, 6, 60 SUPPORT, 256MB OF ONBOARD MEMORY AND 72 HOUR BATTERY BACKED WRITE CACHE. ROHS 6. X-OPTION.	EA	\$	\$
7	2	X6327A	REDUNDANT HOT-SWAPPABLE AC 650W POWER SUPPLY UNIT FOR SUN FIRE X4140 & 4150 SERVER. ROHS-5. X-OPTION.	EA	\$	\$
8	2	X6324A	CABLE MANAGEMENT ARM FOR SUN FIRE X4150 SERVER	EA	\$	\$
9	2	X6325A	TOOL-LESS SLIDE RAIL KIT FOR SUN FIRE X4150	EA	\$	\$
10	2	IWU-B13-3S	EQUIPMENT MAINTENANCE 11i SERVICE: SLVR-SYS-SV -- SUNFIRE X4150 SERVER UPGRADE TO 3 YERARS OF SILVER SUPPORT	EA	\$	\$

Item	Qty	Mfg #	Product Detail	UOM	Unit Price	Extended Price
11	71	TTVI9-200C992M	SUN VIRTUAL DESTOP INFRASTRUCTURE 2.0 SOFTWARE LICENSE. ONE CONCURRENT USER LICENSE (KEY). MEDIA & SUPPORT SERVICES NOT INCLUDED.	EA	\$	\$
12	10	X3731A	Type 7 U.S./Canada Universal (PC) Country Kit. RoHS-6 (Lead-Free) Compliant	EA	\$	\$
13	72	CECI9-420C992S	SUN RAY SOFTWARE 4 09/07 SINGLE SEAT RIGHT TO USE LICENSE ONLY	EA	\$	\$
14	12	NTC-20Z-00	SUN RAY 270 CLIENT, 4 USB 1.1 PORTS, 2 SERIAL PORTS 17 IN FLAT SCREEN MONITOR, 1280x1024 MAX RESOLUTION	EA	\$	\$
15	50	NTC-10Z-00	SUN RAY 2 CLIENT, 1600x1200 MAX RESOLUTION, 2 USB PORTS, 1 SERIAL PORT, RoHS-6 COMPLIANT. TYPE 7 USB COUNTRY KIT NOT INCLUDED	EA	\$	\$
16	10	NTC-15Z-00	SUN RAY 2FS CLIENT, 1920 X 1200 MAX RESOLUTION, TWO DVI PORTS FOR NATIVE DUAL-HEAD CONFIGUARTIONS IN XINERAMA MODE, ONE 100BASE-FX FIBER OPTIC PORT, 3 USB 2.0 PORTS, 1 SERIAL PORT, RoHS-6 COMPLIEANT. TYPE 7 COUNTY KIT NOT INCLUDED.	EA	\$	\$
17	2	X1404A	PAYFLEX SMARTCARDS WITHOUT SUN ARTWORK. PACK OF 25 CARDS	EA	\$	\$
18	1	CEC99-40CC99MS	SUN RAY SOFTWARE 4 09/07 MEDIA KIT, SOLARIS AND LINUX. SOFTWARE LICENSES SOLD SEPARATELY.	EA	\$	\$
19	1	VDI-W-STR-C	SnS Required; Limit 1 per customer; Note: VC Foundation is limited to 3 hosts. The VC FND upgrade (VC- FND-UG-C) to VCMS can be purchased to support additional hosts	EA	\$	\$
20	1	VDI-W-STR-G-SSS-C	Phone Support, 6am to 6pm PT, Mon. thru Fri	EA	\$	\$
21	7	VDI-W-STR-C	SnS Required; Limit 1 per customer; Note: VC Foundation is limited to 3 hosts. The VC FND upgrade (VC- FND-UG-C) to VCMS can be purchased to support additional hosts	EA	\$	\$
22	7	VDI-W-STR-G-SSS-C	Phone Support, 6am to 6pm PT, Mon. thru Fri	EA	\$	\$

Total Proposal Price \$_____

Guaranteed Warranty for items 1 – 22: _____

DELIVERY SCHEDULE

Deliveries are to be made as soon as possible after orders are placed and are anticipated within a 10 – 14 calendar day period. Please provide your delivery schedule below.

Guaranteed delivery within _____ calendar days ARO.

*Note: The software and licensing must be provided by a Sun Microsystems Certified Value Added Reseller

FOR ADDITIONAL INFORMATION CONTACT BUYER JOE SAPORITO 720-913-8118 or
Joseph.Saporito@denvergov.org

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SECTION D: GENERAL CONDITIONS OF PURCHASE:

D.1 NON-EXCLUSIVE:

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

D.2 INSPECTION AND ACCEPTANCE:

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

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

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

D.4 RISK OF LOSS:

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

D.5 INVOICE:

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

D.6 PAYMENT:

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

D.7 AMENDMENTS/CHANGES:

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

D.8 WARRANTY:

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

warranty coverage. Vendor shall furnish additional or replacement parts at the same prices, conditions and specifications delineated herein.

D.9 INDEMNIFICATION/LIMITATION OF LIABILITY:

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

D.10 TERMINATION:

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

D.11 INTERFERENCE:

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

D.12 VENUE, CHOICE OF LAW AND DISPUTES:

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

D.13 ASSIGNMENT/NO THIRD PARTY BENEFICIARY:

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

D.14 NOTICE:

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

D.15 COMPLIANCE WITH LAWS:

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

D.16 INSURANCE:

Vendor shall secure, before delivery of any goods/services, the following insurance covering all operations, goods and services provided to City. Vendor shall keep the required insurance coverage in force at all times during the term of the Purchase Order, or any extension thereof, during any warranty period, and for three (3) years after termination of this Purchase Order. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as "A"VIII or better. Each policy shall contain a valid provision stating "Should any of the above-described policies be canceled or should any coverage be reduced before the expiration date thereof, the issuing company shall send written notice to the Denver Risk Administrator, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202 by certified mail, return receipt requested. Such written notice shall be sent thirty (30) days prior to such cancellation or reduction unless due to non-payment of premiums for which notice shall be sent ten (10) days prior." If any policy is in excess of a deductible or self-insured retention, City must be notified by Vendor. Vendor shall be responsible for the payment of any deductible or self-insured retention. City reserves the right to require Vendor to provide a bond, at no cost to City, in the amount of the deductible or self-insured retention to guarantee payment of claims. The insurance coverages specified in this Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of Vendor. Vendor shall provide a copy of this Purchase Order to its insurance agent or broker and have its agent or broker provide proof of Vendor's required insurance on www.Ins-Cert.com and link the information to City. City reserves the right to require Vendor to provide a certificate of insurance, a policy, or other proof of insurance as required by City's Risk Administrator in his sole discretion. Vendor's insurer

shall name City as an additional insured and waive subrogation rights against City. All sub-consultants, subcontractors, independent contractors, suppliers or other entities providing goods/services hereunder shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Vendor. Vendor shall include all such entities as insureds under its policies or shall ensure that they all maintain the required coverages. Vendor shall provide proof of insurance for all such entities upon request by City. For Worker's Compensation Insurance, Vendor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 for each bodily injury occurrence claim, \$100,000 for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Vendor expressly represents to City, as a material representation upon which City is relying, that none of the Vendor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Purchase Order, and that any such rejections previously effected, have been revoked. Vendor shall maintain general liability coverage with limits of \$1,000,000 for each occurrence claim, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations for each occurrence, and \$2,000,000 policy aggregate. Vendor shall maintain auto coverage with limits of \$1,000,000 for bodily injury per person, \$1,000,000 for bodily injury for each accident, and \$1,000,000 for property damage applicable to all vehicles operating on City property and elsewhere. For general liability coverage, the policy must provide the following: (i) unlimited defense costs in excess of policy limits; (ii) contractual liability covering the indemnification provisions of this Purchase Order; (iii) severability of interests provision; (iv) waiver of exclusion for lawsuits by one insured against another; (v) provision that coverage is primary; (vi) provision that coverage is non-contributory with other coverage or self-insurance provided by City; and (vii) if the policy is a claims-made policy, then the retroactive date must be on or before the first date when any goods or services were provided to City.

D.17 SEVERABILITY:

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

D.18 SURVIVAL:

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

D.19 NO CONSTRUCTION AGAINST DRAFTING PARTY:

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

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

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

D.21 RECORDS AND AUDITS:

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

D.22 REMEDIES/WAIVER:

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

D.23 NO DISCRIMINATION IN EMPLOYMENT:

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

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

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

D.25 CONFLICT OF INTEREST:

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

D.26 ADVERTISING AND PUBLIC DISCLOSURE:

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

SECTION E: ADDITIONAL REQUIRED INFORMATION

E.1 REFERENCE LISTING:

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

Company Name _____

Address _____

Reference _____

Telephone Number _____

Company Name _____

Address _____

Reference _____

Telephone Number _____

Company Name _____

Address _____

Reference _____

Telephone Number _____

This remainder of this page left blank intentionally.

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.

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

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

CERTIFICATION

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

COMPANY NAME

YOUR NAME (PLEASE PRINT)

TITLE

DATE

E.3 CERTIFICATION UNDER § 8-17.5-102, C.R.S.:

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

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

Company Legal Name: _____

By: _____

Print Name: _____

Title: _____

DATE: _____

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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 _____
	Remittance Name _____
	Remittance Address _____
	City, State, Zip _____
	Vendor Entity Type (check one) ☐ Individual ☐ LLP/LLC ☐ Partnership ☐ Sole Proprietor ☐ Corporation ☐ Government ☐ Exempt/Non-Profit ☐ Employee

This remainder of this page left blank intentionally.

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:

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

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** _____