

RETURN TO:
Denver Public Library
10 W. 14th Avenue Pkwy
Denver CO 80204
(720) 865-2021

KEVIN PATTERSON
MANAGER, GENERAL SERVICES

CITY AND COUNTY OF DENVER



JOHN W. HICKENLOOPER
MAYOR

Department of General Services
PURCHASING DIVISION
proeding@denverlibrary.org

Purchasing Manager: Pam Roeding
Denver Public Library

JAMES P. MCINTYRE
DIRECTOR OF PURCHASING

FORMAL PROPOSAL

Proposal No. 2009-12

Denver Central Library Renovation FF&E

SCHEDULE OF EVENTS

• Proposal Issued	November 17, 2009		
• Pre-Proposal Conference	Not Applicable		Local Time
• Deadline to Submit Additional Questions	November 20, 2009	5:00 P.M.	Local Time
• Response to Written Questions	November 23, 2009		
• Proposal Due Date	December 03, 2009	5:00 P.M.	Local Time
• Proposal Evaluation Period	December 08, 2009		

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

VENDOR SIGN HERE

Company Name: _____

By: _____
(Printed or Typed Name)

(Signature)

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

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

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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 **furniture, fixtures and equipment for the renovation of the Denver Public CENTRAL library located at 10 W 14th Ave Pkwy, Denver, Co.**

A.2 SUBMISSION OF PROPOSALS:

Submit one (1) original of your Proposal to the Purchasing Manager, Denver Public Library 10 W. 14th Ave Pkwy, Denver, Co 80204. Proposals are to be in either an enclosed envelope or a sealed box and labeled with the Proposal number and name. Proposals must be received and time stamped in the Purchasing Division Office no later than date and time listed in the Schedule of Events. Individual Proposals will not be read in public or available for public inspection until after an award determination has been made. No proposals should be submitted in plastic sleeves or spiral binders. They may be submitted in 3 ring binders.

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

A.3 PRE-PROPOSAL CONFERENCE Not applicable for this bid.

A.4 MANDATORY PRE-PROPOSAL CONFERENCE: Not applicable for this bid.

A.5 SITE INSPECTION: Not applicable for this bid.

A.6 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:

Purchasing Manager :	Pam Roeding
E-Mail:	proeding@denverlibrary.org
Phone:	(720) 865-2021

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.7 ESTIMATED QUANTITIES:

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

A.8 PROPOSAL AND PERFORMANCE BONDS AND SURETIES:

Proposal and performance sureties are not required in this procurement.

A.9 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.10 ALTERNATE RESPONSES

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

A.11 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.12 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. Include cost or price figures in the spreadsheet provided .

A.13 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.14 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 inter-lineation 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.15 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.16 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.

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.17 AWARDS:

Award(s) will be made to one or more vendor on an individual item basis.

A.18 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. **This bid is a "no substitute bid".**

A.19 PRODUCT/PERFORMANCE LITERATURE:

The successful vendor will be required to furnish manuals and parts books on items proposed, plus current repair parts price sheets.

A.20 PRODUCT/PERFORMANCE LITERATURE:

If any product or substance being offered herein is classified as either a hazardous chemical or a health hazard, then the vendor shall submit with his/her proposal a material safety data sheet for each product or substance being offered. Failure to comply with this requirement may result in proposal being declared non-responsive.

A.21 SAMPLES:

Upon request, vendors are required to furnish a sample of the goods and/or services to be supplied at no cost to the City and County of Denver. 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.22 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.22.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.23 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

B.1 PAYMENT CONDITIONS:

Final Inspection: Should final inspection reveal that work accomplished under any resulting purchase order or contractual agreement is incomplete, or has not been made in accordance with drawings, specifications and authorized changes thereto, then the vendor shall be required to correct or complete the project before final payment will be made.

Final payment for work accomplished will not be considered until final inspection and approval by the City.

B.2 PREVAILING WAGES

The Vendor and every subcontractor under this contract shall:

- a. Pay every worker, mechanic and laborer employed under this purchase order or contractual agreement not less than the scale of wages as determined by the Career Service Board under subsection (c) of Section 20-76 of the Revised Municipal Code.
- b. Pay all workers, mechanics and other laborers at least once a week the full amounts of wages accrued at the time of payment, computed at wage rates not less than those stated in the specifications.
- c. Post in a prominent and easily accessible place at the site of the work the scale of wages to be paid by the vendor and all subcontractors working under the vendor.
- d. Furnish the Auditor each week during which work is in progress under the purchase order or contractual agreement, a true and correct copy of the payroll records of all workers, laborers and mechanics employed under the contract, either by the vendor or subcontractors. Such payroll records shall include information showing the number of hours worked by each worker, laborer or mechanic employed under the contract, the hourly pay of each such worker, laborer or mechanic, any deductions made from pay, and the net amount of pay received by each worker, laborer or mechanic for the period covered by the payroll. The payroll record shall be accompanied by a sworn statement of the vendor that the copy is a true and correct copy of the payroll records of all mechanics, laborers, or other workers working under the contract either for the vendor or subcontractors, that payments were made to the workers, laborers and mechanics as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all workers, mechanics and other laborers employed on work under the contract, either by the vendor or by any subcontractor have been paid the prevailing wages as set forth in the contract specifications.

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

If any laborers, worker or mechanic employed by the vendor or any subcontractor under the purchase order or contractual agreement has been or is being paid a rate of wages less than the

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

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

B.3 FELONY DISQUALIFICATION:

The vendor shall not employ, retain, hire or use any individual that has been convicted of any felony charges as the same is defined under the laws of the State of Colorado in the performance of the services to be rendered and materials to be provided to the City pursuant to this proposal unless the vendor receives prior written permission from the Director of Purchasing. The Director of Purchasing may require that a fidelity bond, or such other assurance in such amount as deemed appropriate, be provided to the City and County of Denver as a condition precedent to the grant of such permission.

B.4 PATENTS:

Seller agrees to defend the City and County of Denver at seller's own expense, in all suits, actions or proceedings in which the City and County of Denver is made a defendant for actual or alleged infringement of any United States of America or foreign letters patent resulting from the City and County of Denver's use of the goods purchased as a result of this Invitation for Proposal. Seller further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceeding against the City and County of Denver.

Seller agrees to indemnify and hold harmless the City and County of Denver from any and all license, royalty and proprietary fees or costs, including legal costs, which may arise out of the City and County of Denver's purchase and use of goods supplied by the seller.

It is expressly agreed by seller that these covenants are irrevocable and perpetual.

LAWS, REGULATIONS, TAXES AND PERMITS

The Vendor shall procure all permits and licenses, pay all charges, taxes and fees and give all notices necessary and incidental to the due and lawful prosecution of the work. All costs thereof shall be deemed to be included in the prices proposed for the work.

The Vendor, at all times, shall observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules and regulations in any manner affecting the conduct of the work.

Without limiting the foregoing, the Vendor shall establish appropriate procedures and controls so that services under this Contract will not be performed by using any alien who is not

legally eligible for such employment under United States Immigration laws. Failure to comply with this condition satisfactorily may cause the City to terminate this Contract.

B.5 F.O.B. POINT:

Prices quoted shall be F.O.B. Denver, Colorado, delivered to 305 Milwaukee Street, Denver Co 80206, unloaded and installed.

B.6 DELIVERY CONSIDERATIONS:

When a date is set for the delivery of merchandise or the performance of work, said merchandise must be delivered or work performed in accordance with the specifications or description herein contained on or before said date, or the order to the delinquent party may be cancelled and awarded to the next lowest vendor. In such case, the City and County will have the right to buy such articles at market prices for immediate delivery, and an excess in cost of same over price named hereon is to be paid by the vendor under this purchase order or contractual agreement, or deducted from any money due or hereafter coming to him.

B.7 REPAIR AND REPLACEMENT:

It is specifically required that the vendor of the equipment shall maintain in the Denver Metropolitan Area a technically qualified mechanic who may be a direct employee or a subcontractor of the vendor for the purpose of giving complete technical service and guidance in the operation, repair and maintenance of the new equipment included in this proposal. It is additionally required that the vendor of the equipment shall maintain in the Denver Metropolitan Area, a sufficient stock of replacement parts that can reasonably be expected to be required to properly maintain and repair the equipment included in this proposal.

Name and Address of local company where parts and service are available for the above equipment:

B.8 PALLET CHARGE:

All pallets supplied shall be non-returnable, no deposit.

B.9 ARSENIC TREATED WOOD:

The Denver Revised Municipal Code Section 20-57, for proposals the purchase or use of wood treated with preservatives containing arsenic in the performance of work on city-owned property. The vendor's signature on the frontice page of this proposal signifies their understanding of and intent to comply with this legal requirement.

SECTION C: PRICING / PROPOSAL ITEMS: SEE ATTACHMENT “B”. ALL PRICING MUST BE SUBMITTED ON THE SPREADSHEET AND ALL BLANKS FILLED IN AS REQUESTED (COST EACH, EXTENDED COST, TOTAL FREIGHT FOR THE LINE ITEM, INSTALLATION FOR THE LINE ITEM AND TOTAL FOR THE LINE ITEM. BIDS SUBMITTED THAT DO NOT FOLLOW THE INSTRUCTIONS ABOVE WILL BE INELIGIBLE.

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.

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 ACCEPTANCE AND BILLING

SEE ATTACHMENT “A”

C.4 PRICING:

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

There will be a \$500 penalty applied to vendors rescinding their bid after the purchase order has been accepted.

C.5 PROPOSAL ITEMS: SEE ATTACHMENT “B”.

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 DEFENSE & INDEMNIFICATION:

- (a) Vendor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Vendor or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.
- (b) Vendor’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Vendor’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.
- (c) Vendor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.
- (d) Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Vendor under the terms of this indemnification obligation. The Vendor shall obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.
- (e) This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

D.9 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.10 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.11 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.12 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.13 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.14 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.15 INSURANCE:

Vendor shall secure, before delivery of any goods/services, the following insurance covering all operations, goods and services provided to City. Vendor shall keep the required insurance coverage in force at all times during the term of the Purchase Order, or any extension thereof, during any

warranty period, and for three (3) years after termination of this Purchase Order. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as "A"VIII or better. Each policy shall contain a valid provision stating "Should any of the above-described policies be canceled or should any coverage be reduced before the expiration date thereof, the issuing company shall send written notice to the Denver Risk Administrator, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202 by certified mail, return receipt requested. Such written notice shall be sent thirty (30) days prior to such cancellation or reduction unless due to non-payment of premiums for which notice shall be sent ten (10) days prior." If any policy is in excess of a deductible or self-insured retention, City must be notified by Vendor. Vendor shall be responsible for the payment of any deductible or self-insured retention. City reserves the right to require Vendor to provide a bond, at no cost to City, in the amount of the deductible or self-insured retention to guarantee payment of claims. The insurance coverages specified in this Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of Vendor. Vendor shall provide a copy of this Purchase Order to its insurance agent or broker and have its agent or broker provide proof of Vendor's required insurance on the industry standard ACORD form. . City reserves the right to require Vendor to provide a certificate of insurance, a policy, or other proof of insurance as required by City's Risk Administrator in his sole discretion. Vendor's insurer shall name City as an additional insured and waive subrogation rights against City. All sub-consultants, subcontractors, independent contractors, suppliers or other entities providing goods/services hereunder shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Vendor. Vendor shall include all such entities as insureds under its policies or shall ensure that they all maintain the required coverages. Vendor shall provide proof of insurance for all such entities upon request by City. For Worker's Compensation Insurance, Vendor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 for each bodily injury occurrence claim, \$100,000 for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Vendor expressly represents to City, as a material representation upon which City is relying, that none of the Vendor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Purchase Order, and that any such rejections previously effected, have been revoked. Vendor shall maintain general liability coverage with limits of \$1,000,000 for each occurrence claim, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations for each occurrence, and \$2,000,000 policy aggregate. Vendor shall maintain auto coverage with limits of \$1,000,000 for bodily injury per person, \$1,000,000 for bodily injury for each accident, and \$1,000,000 for property damage applicable to all vehicles operating on City property and elsewhere. For general liability coverage, the policy must provide the following: (i) unlimited defense costs in excess of policy limits; (ii) contractual liability covering the indemnification provisions of this Purchase Order; (iii) severability of interests provision; (iv) waiver of exclusion for lawsuits by one insured against another; (v) provision that coverage is primary; (vi) provision that coverage is non-contributory with other coverage or self-insurance provided by City; and (vii) if the policy is a claims-made policy, then the retroactive date must be on or before the first date when any goods or services were provided to City.

D.16 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.17 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.18 NO CONSTRUCTION AGAINST DRAFTING PARTY:

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

D.19 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.20 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.21 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.22 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.23 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.24 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.25 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.26 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS TO PERFORM WORK UNDER THIS PURCHASE ORDER:

This Purchase Order is subject to Article 17.5 of Title 8, Colorado Revised Statutes, as now existing or hereafter amended, (the "Certification Statute"). Compliance by the Contractor and its subcontractors with the Certification Statute is expressly made a contractual condition of this Purchase Order. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Purchase Order. The Contractor shall not enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien or that fails to certify to the Contractor that it does not knowingly employ or contract with an illegal alien to perform work under this Purchase Order. The Contractor represents, warrants, and agrees that: (a) It has verified or attempted to verify that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the U.S. Social Security Administration and U.S. Department of Homeland Security ("Basic Pilot Program" or "BPP"), as defined in § 8-17.5-101(1), C.R.S., or that if it is not accepted into the BPP prior to entering into this Purchase Order, it shall apply to participate in the BPP every three months until either it is accepted into the BPP or its has completed its obligations under this Purchase Order, whichever occurs first; (b) It will not use the BPP to undertake pre-employment screening of job applicants while performing its obligations under this Purchase Order; (c) If it obtains actual knowledge that a subcontractor performing work under this Purchase Order knowingly employs or contracts with an illegal alien, it will notify such subcontractor and the City within three days, and terminate such subcontractor if within three days after such notice the subcontractor does not stop employing or contracting with the illegal alien, unless during such three day period the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien; (d) It shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S. If the Contractor

fails to comply with any provision of this Section 35, the City may terminate this Purchase Order for breach and the Contractor shall be liable for actual and consequential damages to the City. Contractor shall certify the above by signing the certification attached to this Purchase Order as Exhibit A.

SECTION E: ADDITIONAL REQUIRED INFORMATION

E.1 REFERENCE LISTING:

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

Company Name _____

Address _____

Reference _____

Telephone Number _____

Company Name _____

Address _____

Reference _____

Telephone Number _____

Company Name _____

Address _____

Reference _____

Telephone Number _____

E.2 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: _____

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. Include cost or price figures in the spreadsheet provided .

E.4 VENDOR INFORMATION

Vendor											
Tell us where the vendor will provide?	<input type="checkbox"/> Rent <input type="checkbox"/> Medical Service 06 <input checked="" type="checkbox"/> Non-Employee Compensation 07 <input type="checkbox"/> 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	<table border="1"><thead><tr><th colspan="2">Vendor Entity Type (check one)</th></tr></thead><tbody><tr><td><input type="checkbox"/> Individual</td><td><input type="checkbox"/> LLP/LLC</td></tr><tr><td><input type="checkbox"/> Partnership</td><td><input type="checkbox"/> Sole Proprietor</td></tr><tr><td><input type="checkbox"/> Corporation</td><td><input type="checkbox"/> Government</td></tr><tr><td><input type="checkbox"/> Exempt/Non-Profit</td><td><input type="checkbox"/> Employee</td></tr></tbody></table>	Vendor Entity Type (check one)		<input type="checkbox"/> Individual	<input type="checkbox"/> LLP/LLC	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Corporation	<input type="checkbox"/> Government	<input type="checkbox"/> Exempt/Non-Profit	<input type="checkbox"/> Employee
Vendor Entity Type (check one)											
<input type="checkbox"/> Individual	<input type="checkbox"/> LLP/LLC										
<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor										
<input type="checkbox"/> Corporation	<input type="checkbox"/> Government										
<input type="checkbox"/> Exempt/Non-Profit	<input type="checkbox"/> Employee										
Remittance Name											
Remittance Address											
City, State, Zip											

Information

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).

<input type="checkbox"/> Sole Proprietor (Note: Enter both the Owners SSN and the business EIN if applicable.)	SSN	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
	EIN	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Individual	SSN	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> General Partnership	EIN	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Corporation	EIN	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> S-Corporation	EIN	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> LLC	EIN	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> LLP	EIN	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Government Entity	EIN	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Exempt or Non-Profit Organization	EIN	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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 _____

ATTACHMENT “A”

TECHNICAL SPECIFICATIONS:

These specifications relate to the purchase and complete installation of Library Furniture, Fixtures and Equipment to be installed in the Central Library, currently under renovation in Denver, Colorado. The Vendor shall:

- A. Appoint a Project Manager to serve as the key point of contact and to manage all aspects of the provision of furniture components until the project is complete and final payment is received.
- B. Provide design coordination with the furniture plan to assure absolute compatibility and proper size and quality of items to be installed or placed.
- C. Provide all items which the Denver Public Library agrees to purchase FOB, to the Central library, 10 W. 14th Avenue Pkwy Denver Co 80204. Delivery is to be coordinated by Project Manager with the DPL Purchasing Manager. The Vendor shall be responsible for trash removal in all areas and supplying and servicing his own dumpsters as items are staged and/or installed. No furniture shall be delivered to the job site prior to approved and coordinated installation time. The Vendor must arrange to receive, check shipping tickets with invoices, check merchandise for visible freight damage, and file claims, etc., prior to delivery to the site. When necessary, the Vendor shall be responsible for elevator pad acquisition, installation and removal as required for installation of its product and any damage to the facility during furniture installation.
- D. Arrange for offsite storage of furniture components to insure timely delivery (if necessary). The successful Bidder shall be responsible for storage costs and shall provide insurance on all stored items. All stored items shall be insured for the total replacement cost. The Denver Public Library shall be listed as an additional insured.
- E. Unpack, install, and place all furniture, equipment and components, and remove and properly dispose of trash and packing material from the site.
- F. Attend the walkthrough(s) to develop a punch list for damaged or defective items and repair and/or replace all damaged items within 15 days of the date of the punch list.
- G. Provide descriptive literature with dimensions if there are substitute features.
- H. Provide test reports by qualified independent testing laboratories indicating and interpreting test results relative to compliance of materials with the requirements of the Contract Documents.
- I. Provide product certificate(s) signed by the manufacturers certifying that the materials furnished comply with the specified requirements. Supporting certified laboratory test data indicating that material meets the specified test requirements to be included.
- J. If requested by the Denver Public Library, submit maintenance data for furniture compiled from current users.
- K. Confirm office space dimensions to insure the intended furniture will fit.
- L. Place each furniture component in accordance with the furniture plan agreed upon.
- M. Provide furniture that meets the standards for physical properties set forth in tests method indicated by UL, BIFMA, ANSI or other testing and inspecting agencies acceptable to authorities having jurisdiction.
- N. **Provide weekly updates outlining current progress of all items, noting problems and corresponding solutions.**
- O. Coordinate with the Denver Public Library Purchasing Manager to secure prompt replacement of all freight damaged items.
- P. Be on-site at all times during staging and installation and review installation reports to insure timely procurement of needed supplies or replacement items.
- Q. Task seating shall have synchronized tilt mechanism, tension control with two-position backlog, pneumatic height adjustment capability, and knee tilt center point. The fabric grade utilized shall meet furniture schedule

WARRANTIES

- 1. Vendor shall warrant its labor and material for a period of one year.
- 2. Vendor shall warrant all products in accordance with the manufacturers’ product warranties, copies of which shall be provided to the Denver Public Library. Vendor further warrants its labor and materials for ten (10) years on all seating and workstations; for five (5) years on chair construction; and for two (2) years on fabric and pneumatic lifts. Vendor warrants

Library Furniture and Seating to be free from defects in materials and workmanship for a minimum period of five (5) years. Any additional manufacturers' extended warranties shall be passed through to the Denver Public Library.

3. Non-Obsolescence Guarantee. Vendor shall guarantee availability of compatible products for a period of ten (10) years following installation of the products in accordance with the Contract Documents, and shall provide a copy of the manufacturers' non-obsolescence statement. Compatible products are defined as products which are compatible in terms of installation, to include as a minimum color, style, size, use, electrical wiring, and capability of being retrofitted with the existing product.
3. All seating fabric shall be shall meet /comply with requirement fund on the Furniture schedule. Task seating shall have synchronized tilt mechanism, tension control with two-position backlog, pneumatic height adjustment capability, and knee tilt center point. The fabric grade utilized shall meet furniture schedule (see Attachments B)
4. Desks and Bookcases must comply with furniture schedule Attachment B.