

RETURN TO:
Department of General Services
PURCHASING DIVISION
201 West Colfax Avenue
Department 304, 11th Floor
Denver, CO 80202
Phone: (720) 913-8100
FAX: (720) 913-8101

CITY AND COUNTY OF DENVER



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

Buyer: Kenton Janzen
720-913-8117

FORMAL PROPOSAL

Formal Proposal No. 8287

FIFTY PANASONIC FULL HD DOME NETWORK CAMERAS (WV-SW598A) WITH 30X OPTICAL ZOOM

SCHEDULE OF EVENTS

• Proposal Issued	March 16, 2016		
• Proposal Due Date	March 31, 2016	3:00 PM	Local Time
• Location of Proposal Opening	201 W Colfax Ave, 11 th Floor		

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

VENDOR SIGN HERE

Company Name: _____

By: _____
(Printed or Typed Name)

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

Email: _____

Phone: _____

Table of Contents

SECTION A: GENERAL INFORMATION & PROPOSAL INSTRUCTIONS	4
A.1 BACKGROUND AND SCOPE:	4
A.2 ROCKY MOUNTAIN E-PURCHASING (BidNet®):	4
A.3 ELECTRONIC SUBMISSION OF PROPOSALS:	4
A.4 QUANTITIES:	4
A.5 ADDENDA:	4
A.6 ALTERNATE RESPONSES:	4
A.7 ACCEPTANCE PERIOD:	5
A.8 PRICING INSTRUCTIONS:	5
A.9 TECHNICAL REQUIREMENTS/STATEMENT OF WORK:	5
A.10 PROPOSAL CONDITIONS AND PROVISIONS:	5
A.11 GRATUITIES AND KICKBACKS:	6
A.12 NON-COLLUSIVE VENDOR CERTIFICATION:	7
A.13 AWARDS:	7
A.14 BRAND AND/OR TRADE NAMES:	7
A.15 PATENTS:	8
A.16 F.O.B. POINT:	8
A.17 DELIVERY CONSIDERATIONS:	8
A.18 COOPERATIVE PURCHASING:	8
A.19 SUSTAINABILITY POLICY AND GUIDANCE:	8
A.19.a Environmentally Preferable Purchasing (EPP) Guidance and Prohibitions:	9
A.20 PROOF OF REGISTRATION WITH THE COLORADO SECRETARY OF STATE:	9
A.21 DIVERSITY AND INCLUSIVENESS – EXECUTIVE ORDER #101:	9
SECTION B: TECHNICAL REQUIREMENTS	11
SECTION C: PRICING / PROPOSAL ITEMS	12
C.1 PRICING INFORMATION:	12
C.2 PRICING INSTRUCTIONS:	12
C.3 CHANGES:	12
C.4 PRICING:	12
C.5 PROPOSAL ITEMS:	13
SECTION D: GENERAL CONDITIONS OF PURCHASE	14
D.1 NON-EXCLUSIVE:	14
D.2 INSPECTION AND ACCEPTANCE:	14
D.3 SHIPPING, TAXES AND OTHER CREDITS AND CHARGES:	14
D.4 RISK OF LOSS:	14
D.5 INVOICE:	14
D.6 PAYMENT:	15
D.7 AMENDMENTS/CHANGES:	15
D.8 WARRANTY:	15
D.9 INDEMNIFICATION/LIMITATION OF LIABILITY:	15
D.10 TERMINATION:	15
D.11 INTERFERENCE:	16
D.12 VENUE, CHOICE OF LAW AND DISPUTES:	16
D.13 ASSIGNMENT/NO THIRD PARTY BENEFICIARY:	16
D.14 NOTICE:	16
D.15 COMPLIANCE WITH LAWS:	16
D.16 INSURANCE:	16

D.17 SEVERABILITY:..... 17

D.18 SURVIVAL: 18

D.19 NO CONSTRUCTION AGAINST DRAFTING PARTY:..... 18

D.20 STATUS OF VENDOR/OWNERSHIP OF WORK PRODUCT:..... 18

D.21 RECORDS AND AUDITS: 18

D.22 REMEDIES/WAIVER: 18

D.23 NO DISCRIMINATION IN EMPLOYMENT: 18

D.24 USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: 18

D.25 CONFLICT OF INTEREST:..... 18

D.26 ADVERTISING AND PUBLIC DISCLOSURE:..... 19

D.27 NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT: 19

SECTION E: ADDITIONAL REQUIRED INFORMATION 21

E.1 VENDOR'S CHECK LIST:..... 21

E.2 GREENPRINT DENVER VENDOR SUSTAINABILITY:..... 22

E.3 VENDOR INFORMATION:..... 23

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 **FIFTY PANASONIC WV-SW598A (NO SUBSTITUTE) SUPER DYNAMIC WEATHER RESISTANT FULL HD PTZ DOME NETWORK CAMERA WITH 30X OPTICAL ZOOM AND ACCESSORIES.**

A.2 ROCKY MOUNTAIN E-PURCHASING (BidNet®):

The City is collaborating with Rocky Mountain E-purchasing System (BidNet®) in the advertisement and facilitation of Formal Bids and Requests for Proposals (RFP) administered by the City's General Services Purchasing Division.

It is a requirement of this Formal Bid that interested parties familiarize themselves and register with BidNet®; proposer/ contractors who do not register may be considered non-responsive.

Registration with BidNet® is available at NO CHARGE and allows proposers access to view governmental bids posted on BidNet®; they offer an additional notification service option with an associated fee. It is the responsibility of the proposer/ contractor to evaluate and select the service option of their choice.

- The City is not responsible for the actions or lack thereof on the part of the proposer / contractor in regards to their interaction with BidNet®, or any other third-party bid notification service in relation to this Formal Bid/RFP.

More information is available at: www.rockymountainbidsystem.com or by calling 1-800-835-4603.

A bid opening will be held on the date, time and location specified on the cover sheet Submitted pricing will be shared with interested persons at that time.

A.3 ELECTRONIC SUBMISSION OF PROPOSALS:

Submission of proposals for this solicitation may only be done electronically through BidNet®. Proposals must be submitted at www.rockymountainbidsystem.com, no later than the date and time indicated in the proposal.

A.4 QUANTITIES:

Required quantities are listed in Section C; the City may request additional cameras at the same delivered prices throughout 2016.

A.5 ADDENDA:

In the event it becomes necessary to revise, change, modify or cancel this Proposal or to provide additional information, addenda will be issued and made available on BidNet®. It is the responsibility of the proposer/ contractor to confirm that they have acquired all addenda related to this solicitation and they have reviewed/ complied with the requirements therein.

A.6 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.7 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.8 PRICING INSTRUCTIONS:

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

A.9 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.10 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 or if applicable electronically through the Rocky Mountain E-purchasing System (BidNet®).

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.11 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.12 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.13 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.14 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"/ "Brand Name Only"/ "No Approved Equals" is indicated. When the description includes the wording "No Substitute"/ "Brand Name Only"/ "No Approved Equals" 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.

Brand Names: Where a manufacturer's brand name of merchandise is given in this proposal, it does not mean to construe or imply an endorsement by the City and County of Denver of this brand only, but is used as a norm of quality, type, etc.

A.15 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.

A.16 F.O.B. POINT:

All prices quoted must be quoted at a firm price F.O.B. Denver, Colorado, delivered to address on purchase order.

A.17 DELIVERY CONSIDERATIONS:

All deliveries shall be made between the hours of 8 AM and 3 PM, Monday through Friday, excluding holidays.

A.18 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.19 SUSTAINABILITY POLICY AND GUIDANCE:

The City & County of Denver, through its Office of Sustainability and Executive Order 123, 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.19.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.20 PROOF OF REGISTRATION WITH THE COLORADO SECRETARY OF STATE:

Successful vendors that are corporations or limited liability companies will be required to furnish a Certificate of Good Standing from the Colorado Secretary of State's Office, as proof that they are properly registered to do business in the State of Colorado, prior to finalization of award and contracting.

A.21 DIVERSITY AND INCLUSIVENESS – EXECUTIVE ORDER #101:**Definitions**

Diversity: Diversity refers to the extent to which a contractor/consultant has people from diverse background or communities working in its organization at all levels, is committed to providing equal access to business opportunities and achieving diversity in procurement decisions for supplies, equipment, and services, or promotes training and technical assistance to diverse businesses and communities such as mentoring and outreach programs and business engagement opportunities.

Inclusiveness: Inclusiveness, for purposes of Executive Order No. 101, includes the extent to which a contractor/consultant invites values, perspectives and contributions of people from diverse backgrounds and integrates diversity into its hiring and retention policies, training opportunities, and business development methods to provide an equal opportunity for each person to participate, contribute and succeed within the organization's workplace. Inclusiveness also includes the extent to which businesses have an equal opportunity to compete for new business opportunities and establish new business relationships in the private and public sector.

Requirements

Using the attached form, entitled "Diversity and Inclusiveness in City Solicitations Information Request Form", please state whether you have a diversity and inclusiveness program for employment and retention, procurement and supply chain activities, or customer service, and provide the additional information requested on the form. The information provided on the Diversity and Inclusiveness in City Solicitations Request Form will provide an opportunity for City contractors/consultants to describe their own diversity and inclusiveness practices. Contractors/Consultants are not expected to conduct intrusive examinations of their employees, managers, or business partners in order to describe diversity and inclusiveness measures. Rather, the City simply seeks a description of the contractor/consultant's current practices, if any.

Diversity and Inclusiveness information provided by City contractors/consultants in response to City solicitations for services or goods will be collated, analyzed, and made available in reports consistent with City Executive Order No. 101. However, no personally identifiable information provided by or obtained from contractors/consultants will be in such reports.

To access the Diversity and Inclusiveness form, click the link below:

“Diversity and Inclusiveness in City Solicitations Information Request Form” [HERE](#)

After you complete this form, an email will be sent to the Buyer by the survey program automatically. This email will be considered proof that you have completed the form.

Failure to correctly complete this form will render your bid or RFP non-responsive.

SECTION B: TECHNICAL REQUIREMENTS

Refer to Section C.5 for items and specifications.

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, 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 PRICING INSTRUCTIONS:

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

C.3 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.4 PRICING:

All prices quoted shall be firm and fixed.

C.5 PROPOSAL ITEMS:

Item No.	Quantity	Description	Unit Price Delivered
1	50	Panasonic Super Dynamic Full HD PTZ Dome Network Camera, Model # WV-SW598A camera (NO SUBSTITUTE)	
2	50	Panasonic Mount PWM20G Black (NO SUBSTITUTE)	
3	50	Pole Mount Adapter Brackets, Model # PAPM3 (NO SUBSTITUTE) Lead-Time: Delivery Days Required Upon Receipt of Order: _____	

Company Name: _____

Company Contact: _____

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 or endorsement requiring notification to the City in the event any of the required policies be canceled.

or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, City must be notified by Vendor. Vendor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of Vendor. Vendor shall provide a copy of this Purchase Order to its insurance agent or broker. Vendor may not commence services or work relating to the Purchase Order prior to placement of coverage. Contractor certifies that the attached certificate of insurance attached to the Purchase Order documents, preferably an ACORD certificate, complies with all insurance requirements of this Purchase Order. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Purchase Order shall not act as a waiver of Vendor's breach of this Purchase Order or any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements. Vendor's insurer shall name as Additional Insured to its Commercial General Liability and Business Auto Liability policies the City and County of Denver, its elected and appointed officials, employees and volunteers. Vendor's insurer shall waive subrogation rights against the City. All sub-contractors and sub-consultants (including independent contractors, suppliers or other entities providing goods/services required by this Purchase Order) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Vendor. Vendor shall include all such entities as insureds under its policies or shall ensure that they all maintain the required coverages. Vendor shall provide proof of insurance for all such entities upon request by City. For Worker's Compensation Insurance, Vendor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 for each bodily injury occurrence claim, \$100,000 for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Vendor expressly represents to City, as a material representation upon which City is relying, that none of the Vendor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Purchase Order, and that any such rejections previously effected, have been revoked. Vendor shall maintain Commercial General Liability coverage with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate. Vendor shall maintain Business Auto Liability coverage with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-hired vehicles used in performing services under this Purchase Order. For Commercial General Liability coverage, the policy must provide the following: (i) That this Purchase Order is an Insured Contract under the policy; (ii) Defense costs in excess of policy limits; (iii) A severability of interests, separation of insureds or cross liability provision; and (iv) A provision that coverage is non-contributory with other coverage or self-insurance provided by City. For claims-made coverage, the retroactive date must be on or before the first date when any goods or services were provided to City. Vendor must advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

D.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.

D.27 NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:

a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").

b. The Contractor certifies that:

- (1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
- (2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

c. The Contractor also agrees and represents that:

- (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.
- (4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Contractor to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
- (5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.
- (6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

d. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential

damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

SECTION E: ADDITIONAL REQUIRED INFORMATION

E.1 VENDOR'S CHECK LIST:

The following check list should be used to ensure required documentation is attached to the proposal. If a document is not required for your proposal, write n/a in the blank.

1. Have you signed the front page of the proposal? _____
2. Have you reviewed all proposal prices, checked unit costs, extensions and totals? _____
3. Have you included manufacturer's names and reference numbers, as applicable? _____
4. Have you listed the quantities you will supply? _____
5. Have you supplied any alternatives or additional information on separate headed note paper? _____
6. Have you responded to or completed and included in your response **all** of the City's requirements, questions, forms, including the vendor sustainability form and other city requests (where applicable)? _____
7. Have you assured that there is sufficient time to transmit this proposal? The mailing envelope must be delivered on time, as specified in the proposal, to the correct address; the proposal must be sealed and marked with proposal number, date required and proposal title. _____
8. Have you enclosed relevant technical literature or samples (where applicable)? _____
9. Have you completed and included the XO-101 Diversity and Inclusivity Information Request Form? _____
10. Have you completed and included all required MBE, WBE, SBE documentation (where applicable)? _____

E.2 GREENPRINT DENVER VENDOR SUSTAINABILITY:

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

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

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

E.3 VENDOR INFORMATION:

Vendor									
Business Name	Tax ID # (TIN or SSN)								
Business Address	Telephone Number								
City, State Zip	Fax Number								
Order Address (If different from above)	Email								
City, State, Zip	Ordering Email (If different from above)								
Remittance Name	Vendor Entity Type (check one) <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 Address									
City, State, Zip									
Dun & Bradstreet Number									
SIC Code and/or NAICS Code									
Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> Yes <input type="checkbox"/> No Type (check all that apply) <input type="checkbox"/> DBE Disadvantage Business Enterprise <input type="checkbox"/> MBE Minority Business Enterprise <input type="checkbox"/> WBE Women Business Enterprise <input type="checkbox"/> SBE Small Business Enterprise <input type="checkbox"/> SBEC Small Business Enterprise Concessions <input type="checkbox"/> ACDBE Airport Concession Disadvantage Business Enterprise <input type="checkbox"/> Other: _____	<table border="1"> <tr> <td>Certification Source</td> <td></td> </tr> <tr> <td>Certification Number</td> <td></td> </tr> <tr> <td>Certification Beginning Date</td> <td></td> </tr> <tr> <td>Certification Expiration Date</td> <td></td> </tr> </table>	Certification Source		Certification Number		Certification Beginning Date		Certification Expiration Date	
Certification Source									
Certification Number									
Certification Beginning Date									
Certification Expiration Date									