



**2018 REQUEST FOR PROPOSAL 10942A  
COMMUNITY MEDIA ACCESS COORDINATOR**

## **INTRODUCTION AND SCHEDULE**

### **INTRODUCTION**

The City and County of Denver, hereinafter referred to as the City, desires to obtain competitive proposals from qualified individuals to partner with Denver Marketing and Media Services to provide Community Media Access services. As a full-time, committed position of 40 hours per week with an anticipated term of five years, the Access Coordinator will establish a community-oriented model to offer programs that empower individuals and nonprofit organizations to create video and media projects that speak to the local community, facilitate community partnerships, and diversify the media landscape.

### **RFP SCHEDULE**

RFP RELEASED	11:00 AM, MST, TUESDAY, 09/20/2018
RFP QUESTIONS DEADLINE	10:00 AM, MST, THURSDAY, 09/27/2018
QUESTIONS ANSWERED	11:00 AM, MST, WEDNESDAY, 10/03/2018
PROPOSAL SUBMISSION DEADLINE	11:00 AM, MST, TUESDAY, 10/16/2018
INTERVIEW WITH FINALISTS	TUESDAY - THURSDAY, 10/25- 10/27

**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:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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

## **A. OVERVIEW AND CURRENT ENVIRONMENT**

### **BACKGROUND**

Since 1984, the City has provided public access services through the franchise agreement with Mile-Hi Cablevision. For the first five years those services were run by Mile Hi Cable on Channels 55 and 57. Training, studios, and productions were based at the Mile Hi facility located near Mile High Stadium. TCI, Inc. purchased the Denver Mile Hi Cablevision system in 1993, TCI merged with AT&T in March 1999 to form AT&T Broadband and Internet Services, which was then acquired in 2002 by Comcast, the current franchise holder.

In mid-1989, the City issued its first Request for Proposals (RFP) for a Public Access Management Corporation. The contract was issued to Denver Community Television, Inc., a non-profit joint venture corporation with KBDI-TV (PBS affiliate) on March 1, 1990. Funding for Public, Education, and Government (PEG) Access was provided through the cable franchise under the Community Programming Fund (CPF).

In 2005, the City issued another RFP after Denver Community Television shut down and awarded a subsequent contract to Deproduction: the [Denverevolution] Production Group, since renamed Open Media Foundation, to manage Public Access services. Changes in federal law, specifically the 1984 Cable Deregulation Act, prevented cities from requiring that cable operators fund operational costs for PEG Access. Open Media Foundation provided its own operational funding while capital equipment procurement was supported by the City with PEG Fees appropriated through the Comcast cable franchise agreement. The current contract with Open Media Foundation expires on December 19, 2018.

### **CURRENT STATE**

The City's need for management of all activities, facilities, and equipment associated with Public Access programs resulted in the current contract, "TELEVISION\_MNGT0591A", via a competitive RFP process solicited by the City in 2005. At that time the contractor, Denver Community Television, ceased operations, and the City sought a new contractor who would provide public access programming and training. That RFP made clear the City would provide funding for capital expenses and could not, by law, provide funding for any operational expenses. This was a departure from the arrangement with Denver Community Television in which general fund revenues were used to fund operational expenses. Open Media Foundation was awarded this contract in 2005 and has provided public access programming and training from 2005 to 2018.

As Denver continues to grow and the cable industry evolves, it has become evident that the City must adapt in conjunction and explore new models for Community Media Access. The current Cable Franchise Agreements with Comcast and CenturyLink grant the \$1.05 per subscriber in exchange for the use of the City's Rights of Way. This money is to be used for the purchase of capital equipment that supports PEG programming. With the emergence of streaming services such as Netflix, Amazon Prime, Facebook Live and Hulu among others, a larger percentage of the population are cutting the cable cord. The clearly trending result is a reduction in the number of citizens

within the reach of PEG programming and decreased funding provided to the City under the Cable Franchise Agreements.

Due to the aforementioned changes, Denver Marketing and Media Services is looking for a new, more sustainable model for Community Access Media and a dedicated individual to provide the leadership necessary for success during this period of transition.

## **FUTURE STATE**

Due to the decline of cable TV as the “go to” medium for watching video and the corresponding decline in PEG fees, the current model for providing public access programming and training is not sustainable. As a result, the City must proactively build a new partnership model to evolve into the future of community media access. This new model allows the City to elevate the concept of Public Access to an all-inclusive "community access" model.

This new model will provide an opportunity for increased partnerships with organizations such as Rocky Mountain PBS and educational and workforce development institutions. The new model will further provide a synergy with other City departments such as the Office of Economic Development.

The selected Coordinator will administer public access services while working with Education and Government community media partners to establish a new community media access model. The selected Coordinator will initially work in the City & County Building located at 1437 Bannock Street and ultimately coordinate the move and establish operations in the new Media Center. This facility will house numerous community partners and will provide many opportunities for collaboration, networking and career development.

The Coordinator will enhance learning programs and provide programs that support media literacy, certification and skill development to promote job opportunities. The selected individual will facilitate networking between the public, students and industry professionals. As part of this networking, the Coordinator will target outreach efforts to underserved communities.

There are approximately 124,573 cable subscriber households in the City served by Comcast and CenturyLink; the population is approximately 702,000.

This 21st century model will serve the Denver Metropolitan Area and strive to provide the community access to media education, training, workforce development opportunities, and distribute community created video content over local cable and social media channels.

## **B. SCOPE OF WORK AND TECHNICAL REQUIREMENTS**

The City and County of Denver, hereinafter referred to as the City, desires to obtain competitive proposals from qualified individuals to partner with Denver Marketing and Media Services to provide Community Media Access services. As a full-time, committed position of 40 hours per week with an anticipated term of five years, the Access Coordinator will establish a community-oriented model to offer programs that empower individuals and nonprofit organizations to create video and media projects that speak to the local community, facilitate community partnerships, and diversify the media landscape.

### **B.1 SCOPE OF WORK**

**Programming & Production responsibilities include but are not limited to:**

- ❖ Manage content on Community Media Access TV cable channels, and Video on Demand (VOD).
- ❖ Provide oversight and guidance to community content creators.
- ❖ Develop and implement operational policies re: volunteers, access to PEG production resources for content creators in developing and distributing their content; and establish a process around the collection of content from community creators and the approach to air their content.
- ❖ Oversee the use of Community Media Access Center amenities and equipment as well as the monitoring and tracking of equipment.

**Administrative and Technical responsibilities include but are not limited to:**

- ❖ Coordinate and work with Community Media Center (CMC) staff and the other PEG entities and partners to ensure PEG priorities and policies are understood and followed.
- ❖ Oversee technical and functional aspects of the CMC.
- ❖ Coordinate repair and maintenance of CMC equipment and facilities.
- ❖ Organize & manage content archives.
- ❖ Establish and oversee video production training programs and support options to develop field, studio, and editing skill-sets
- ❖ Compile and submit regular activity reports to the City.

**Outreach responsibilities include but are not limited to:**

- ❖ Establish and oversee community outreach activities
- ❖ Develop and implement fundraising efforts
- ❖ Develop and administer volunteer and internship framework for CMC

**Community Outreach:**

Partner with schools, youth and nonprofit programs: the Contractor will also work in conjunction with Denver schools, Non-profits and community organizations and will explore expanded collaborations and media trainings with DPS schools, with youth serving and after-school programs, and other nonprofit social and community organizations. The Contractor will work to build programmatic relationships bringing the community in to utilize the CMC and increase training, membership, video production and media literacy. Annual programmatic partnerships established should number a minimum of three (3) per year.

**Scholarships for reaching youth:**

Because the City wishes to foster participation by Denver's young people, the City will work with the Contractor and CMC partners to establish a method to significantly reduce membership, training, and rental fees for all verified high school students.

**Public Promotion:**

In addition to the public exposure through our targeted promotions listed above, the Contractor will promote the participatory opportunities available to our community through brochures, events, press releases and public service announcements. The City will work with the Contractor to cultivate promotional opportunities through partnerships, peers, members, the nonprofit community, and schools.

**Trainings:**

The Contractor will work with the CMC team and partners to create a training program model and monthly training in all production areas: field, studio, editing as well as additional training classes aimed at school-age youth.

**Outreach:**

The Contractor will work on outreach efforts engaging with the community directly and through our partners. Engagement efforts must result in a consistent rate of growth in numbers of community participants and or CMC members each year.

**Memberships:**

Contractor shall work with the CMC team to develop a rate sheet for the cost of memberships and content submission and offer discounted memberships to underserved individuals.

**Member/Users:**

Contractor with CMC staff shall hold annual meetings, inviting all community media access members and the public at large. These meetings will address producer/user questions, concerns, and issues about the facility.

**Program Production:**

Contractor with the CMC staff will work to assist the community to help 50% of those who check out CMC production equipment and or use CMC facilities to create at least one program within one year. Contractor will create incentives for member producers to submit at least one program per year to be aired on PEG TV, On Demand and on social media networks.

**Fundraising:**

The Contractor is expected to administer fundraising and development efforts. A fundraising plan shall be developed. Staff development will be dependent on Contractor’s ability to fundraise.

**B.2 Compensation:**

The budget for this position will start at \$93,386/year. This includes a salary of \$71,835 and benefits amounting to \$21,551(which the Contractor must procure independently). The anticipated contract term is three (3) years. The City may, at its sole discretion, extend the contract for an additional two (2) year term. The schedule is five days per week, 40 hours per week with required night and weekend hours.

Salary includes calculations for Full Benefits and is based on a combination of City employee averages determined using the 2nd quartile calculation for the City’s 810A General Administration pay and a comparison/evaluation of standard market rates for similar positions nationwide. Benefits were calculated using the City’s standard rate for employees of 30%. Contractor must acquire benefits independently.

In other cities, the position is similar to an Executive Director of a Community Media Center or a Community Media Coordinator. The Executive Director position traditionally has more responsibilities than we are seeking from this role and the Community Media Coordinator has less as that role is usually focused solely on training and not programming. Please keep that in mind when reviewing the salary that this position resides somewhere in the middle in terms of responsibilities.

<b>Role Description (or equivalent)</b>	<b>Gross Monthly Pay</b>	<b>Gross Yearly Pay</b>
<b>Community Access Coordinator Year 1 Benefits</b>	<b>\$5,986.25 \$1,795.92</b>	<b>\$71,835 \$21,551</b>
<b>Community Access Coordinator Year 2 Benefits</b> (2.5% Increase based on performance)	<b>\$6,135.91 \$1,840.77</b>	<b>\$73,630.88 \$22,089.26</b>
<b>Community Access Coordinator Year 3 Benefits</b> (3.8% Increase based on performance)	<b>\$6,369.07 \$1,910.72</b>	<b>\$76,428.85 \$22,928.66</b>

## B.3 TECHNICAL REQUIREMENTS

### City Monitoring Framework for Contractor Performance:

- 1) The City shall perform on-site monitoring of Contractor's performance under this Agreement as deemed necessary.
- 2) The City may carry out monitoring and evaluation activities to ensure adherence by the Contractor to the Annual Work Plan as well as other provisions of the Agreement.
- 3) The City will oversee and approve the development, implementation and maintenance of record keeping systems and shall have timely access to data reasonably determined by the City to be necessary for the City to effectively fulfill its monitoring and evaluation responsibilities. This data includes, but is not limited to, member contact and demographic information, financial, outreach, programming and training information.
- 4) After each monitoring visit, the City shall provide the Contractor with a written report of monitoring findings within thirty (30) days.
- 5) Contractor is responsible for the administration of the public access channels and shall maintain a record of the use of such channel which shall include the names and addresses of all persons using or requesting the use of any such channel and which record shall be available for public inspection for a minimum of two years."

### Consequences of Unacceptable Performance:

If performance metrics are not met with consistency, the City has the right to terminate contract for convenience at any time upon proper notice

### Annual Work Plan:

The Contractor shall submit a proposal outlining an approach to an Annual Work Plan detailing how to collect, distribute and feature content from the community; identify outreach initiatives to make the community aware of the ways individuals and organizations can have a voice through the CMC; and understanding facilities and equipment is available to teachers at no cost, describe a media literacy and video creation training approach that creates affordable options designed for novice and advanced content creators. Also include a statement of programming goals, with a narrative description of how the Contractor achieves the following:

- ❖ Training classes to be offered and the frequency of such classes;
- ❖ Planned outreach and promotional activities;
- ❖ Targeted outreach for underserved communities below the median income
- ❖ Measurable community content collection goals and objectives;
- ❖ An income or fundraising development and implementation plan;
- ❖ Other activities the Contractor should plan;
- ❖ Fee structures for members and non-members; and
- ❖ Rental fees and in-kind options for use of CMC facility and Equipment

The Contractor is required to provide regular performance reports to the City no later than fifteen (15) working days after the end of the determined reporting period. The reporting period shall be quarterly unless the Contractor is otherwise notified in writing by the Director. The selected Contractor must agree to gather information and data relative to all programmatic and specified financial reporting as of the effective date of the Agreement, including the number of training classes and people trained, the number of people certified, and the number of programming hours (including hours of first run, original programming, first run non-original programming, and hours of non-local programming).

## C. PROPOSAL RESPONSE REQUIREMENTS

### C.1 Experience/Qualifications (Required):

Each proposer shall provide a statement of qualifications including:

#### A. Education/Experience:

Proposer will provide a resume that details qualifications, years and types of experience, education, accomplishments, etc. and meets minimum qualifications which include:

1. A bachelor's Degree in Communications, Journalism, Television Production, Digital Filmmaking & Video Production, or a directly related field.
2. Three years of professional experience planning, producing and coordinating television documentary, magazine or news shows.
3. Additional appropriate type and level of experience may be substituted for the minimum education requirement on a one-year for one-year basis.

#### B. Knowledge/Skills/Abilities:

- 1) At least three (3) references, including addresses and telephone numbers.
- 2) Proposer should have a general knowledge of professional level video production, including shooting, lighting, non-linear editing, and familiarity with equipment used in a basic television studio configuration. Knowledge of various file formats, both analog and digital is necessary. Familiarity with online media platforms is preferred.
- 3) A summary of any broadcast experience including samples of completed work.
- 4) A summary of any previous teaching experience and any specific experience with working with the public. Proposer should demonstrate his/her ability to manage and coordinate activities and schedules.
- 5) A summary of any previous management experience and any specific experience working with teams or in leadership capacity. Proposer should demonstrate his/her ability to manage projects and coordinate activities and schedules.
- 6) Proposer must be outgoing with good interpersonal skills and comfortable relating and directing both one to one or in a group setting.
- 7) Previous scheduling experience and familiarity with scheduling software systems and media file storage systems is highly desirable
- 8) Successful track record of securing outside funding and grants.

### C.2 COMPETENCY QUESTIONS (60% of Rating):

Your proposal must specifically address each of the questions and requirements that are listed below. The quality and detail of your responses will figure significantly in the overall evaluation of your proposal. Proposers are encouraged to give examples and provide additional information to support your compliance on each point. To standardize the format of all proposals, Proposers are required to respond to all questions in the order given and to list the item number and restate the question prior to giving their answer. Failure to comply with this requirement may result in your proposal being declared non-responsive.

#### Categories:

##### A. Accomplishments (25 points)

1. Describe a successful teaching curriculum you have previously administered in relation to media competency, along with sample class lesson/training that you have conducted.
2. Which community social or professional organizations are you actively engaged with?

3. Please provide examples of completed video production work including shooting, lighting, non-linear editing, and familiarity with equipment used in a basic television studio configuration. Knowledge of various file formats, both analog and digital is necessary. Familiarity with online media platforms is preferred.
4. On which online social/media platforms do you work – provide a sample communication plan or how you best utilize one of these applications.

#### **B. Experience (25 points)**

1. How do you meet the qualifications enumerated under the Experience/Qualifications section of this RFP?
2. Tell us about yourself and why this contract interests you. What is your past relationship with Public Access and how do you envision the future of public access within today's social media landscape?
3. What Kind of work environment are you used to? How do you prefer to work with others?
4. Provide written strategic priorities you utilized in previous positions for outreach to underserved communities below the median income. Apply this experience and provide 5-10 strategic priority examples specific for this community media access effort.

#### **C. Income Generation (25 points)**

1. Provide an example of a successful financial donation, grants, gifts, or sponsorships you secured and describe the organization(s) and the efforts the funding supported.
2. Describe your business finance background. Include details about the budgets, and other financial transactions you managed or supported.
3. What types of financial systems or applications have you utilized?
4. Have you managed, experienced, or supported a work program or financial audit?

#### **D. Work Program and Policies (25 points)**

1. Please list the specific goals the Proposer hopes to achieve in the next five years in community participation of content creation, training, program scheduling and content (including policies on potential objectionable or obscene program content), promotion of services and facilities, administration, and income generation.
2. Discuss your approach to policy writing and how you would communicate policies to members.
3. Can you describe a time when you felt it necessary to recommend a change to a policy or suggest a position different to what yours or another organization has taken? How comfortable are you with that and how did you go about it? What was the outcome?
4. Provide a project approach and work program establishing a system that provides media production coursework offerings geared toward novices and continuing education seekers that focuses on the basics of creating digital media, such as but not limited to an introductory class covering smart phone media production, field production and equipment, elements of lighting a video shoot, an introduction to editing software and an introduction to social media. Base your proposal on the understanding that the City owns a fully equipped facility that is readily available eight hours a day, 5-days a week and the cost to the students must be nominal.

### **C.3 FICTITIOUS PROJECTS FOR BIDDER EVALUATION (40% of Rating):**

By submitting proposals on five (5) fictitious Community Media Access Coordinator scenarios, you are allowing the City to accurately compare knowledge, and quality. Please closely review each of the five (5) discreet project scopes of work below and respond by providing a complete proposal of itemized costs plus any narrative of your understanding or strategy followed to complete each project. You must provide a proposal for each of the five (5) projects. These scopes of work are entirely fictitious. You will not be asked to abide by these proposals for future actual work assigned or held to them for equal or similar work. However, in making these proposals you must use and adhere to the schedule of costs you propose in Section C of this document. Responses for each scenario must be limited to two pages (1000 words).

#### **A. Fictitious Scenario #1 (20 points):**



To help ensure participation from a cross-section of the community, the City creates a program offering free or reduced fees to a limited number of qualified individuals or organization who want to use the services offered at the Community Media Center. An organization promoting white nationalist beliefs has applied for the program and meets the qualification criteria. How would you balance free-speech protections with the potential backlash the City will face for subsidizing a group that espouses such divisive beliefs?

**B. Fictitious Scenario #2 (20 points):**

During a program broadcast on one of the public access stations, the host of the program makes numerous disparaging remarks about a current Denver City Council member. The City Councilor is quite upset at the remarks and believes the accusations against him are false. He calls you and demands that the program immediately be taken off the air and that a correction be broadcast on the station. How would you handle this situation?

**C. Fictitious Scenario #3 (20 points):**

Assume there is a general election, three months from now; You receive a call from one of the candidates for office. They would like to do a campaign program to run frequently on the channel up to the election, and also use it for their online campaign platforms. What do you need to consider as you decide how to respond to this inquiry?

**D. Fictitious Scenario #4 (20 points):**

Both community access channels are down due to a yet to be determined technical outage/failure. Community content providers are on site eager to watch their show air over the Comcast and CenturyLink channels and planned a coordinated social media campaign effort before during and after the airing of their programs. Numerous supporters of the programs not airing due to the technical failure are steadily calling in and are upset the programming they intended to watch and support is not airing as scheduled. Other onsite facility users are also questioning how long it will take to fix the outage. Both the content providers and viewers are asking if this program will air in its entirety sometime that day and when they can count on the station making time for it again in the next few days. Describe how you manage this situation?

**E. Fictitious Scenario #5 (20 points):**

In early January, one of the \$110,000 donations you lined-up at the end of the previous year to support the operation of the Community Media Access Center fell through. There are a few other grants you secured, but these funds are not available until the 4th quarter. The donation funds that fell through were slated to cover the second quarter personnel expenses and planned outreach efforts. What is your plan of action to address this funding shortfall?

## **PROPOSAL INSTRUCTIONS**

### **SUBMISSION OF PROPOSALS**

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

Proposers who feel they are unable to prepare and submit an electronic submittal should submit a request in writing to the Buyer, no later than the Question due date, for permission and instructions for submitting a hardcopy proposal.

Your proposal shall consist of the following separate sections:

#### Section 1 – RFP Response

- a) Signed Cover Sheet
- b) Statement of Qualification requirements
- c) Executive Summary
- d) Responses to questions and project scenarios in Section C.
- e) Any additional technical information in support of your proposal

#### Section 2 – Additional Required Information

- a) Response to proposed Sample Contract Terms and Conditions, Section E.1
- b) References, Section E.2
- c) Sustainability Information Sheet Section E.3
- d) Vendor Information Sheet, Section E.4
- e) Vendor Checklist, Section E.5
- f) W9 Form
- g) XO 101 Diversity & Inclusiveness Form (see link in Section A.19)
- h) Required Certifications (see Exhibit E of Attachment A - IGA)

### **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 RFPs administered by the City's General Services Purchasing Division.

It is a requirement of this Formal Bid / Request for Proposals (RFP) 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](http://www.rockymountainbidsystem.com) or by calling 1-800-835-4603.

### **RFP QUESTIONS**

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

City Buyer: Joseph Furman

E-Mail: [Joseph.Furman@denvergov.org](mailto:Joseph.Furman@denvergov.org)

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.

## **ADDENDA**

In the event it becomes necessary to revise, change, modify or cancel this RFP or to provide additional information, addenda will be issued to all recipients of this RFP. It made available on BidNet® at [www.rockymountainbidsystem.com](http://www.rockymountainbidsystem.com). 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.

## **ACCEPTANCE PERIOD**

Proposals in response to this RFP shall indicate that they are valid for a period no less than 150 days from the closing date.

## **PRICING:**

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

## **RFP CONDITIONS AND PROVISIONS**

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

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

Typographical errors in entering quotations on proposal may result in loss of award of this proposal.

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

The City reserves the right to postpone or cancel this RFP, or reject all proposals, if in its judgment it deems it to be in the best interest of the City to do so.

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

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

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

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

### **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.

### **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.

### **EVALUATION AND AWARDS:**

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

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

- (a) Price
- (b) Technical merit
- (c) Responses to applicable City posed questions
- (d) Responsiveness to Sample Contract provisions
- (e) Quality considerations

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

The City may request oral presentations as part of the evaluation process.

Any award as a result of this proposal shall be contingent upon the execution of an appropriate contract. Section D of this proposal contains our proposed terms and conditions. These terms and conditions shall form the basis of a Contract covering the subject matter of this proposal. If there is contention(s) with the Terms and Conditions, a brief explanation and alternative language, if any, should be included in your response to Section D. Any exceptions to the Terms and Conditions will be taken into consideration when evaluating proposals submitted. The City reserves the right to reject any or all of your proposed modifications.

The City may request oral presentations as part of the evaluation process. Additionally, the City reserves the right to conduct negotiations with one or more proposers. The City reserves the right to reject any or all of your proposed modifications.

## **Payment Information**

Invoices are to be submitted bi-monthly. Invoices, at a minimum, must contain the following information to be processed:

An invoice number, City and County of Denver Contract number, date, dates of service, detailed time-tracking report that includes a description of work completed, hours worked, total reimbursement requested, remit to address and a contact name and number for questions.

Invoices are paid in accordance with City and County of Denver fiscal rules and are set at NET 5. Invoices will not be paid until all required documentation is received

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.