



DENVER
THE MILE HIGH CITY

CITY AND COUNTY OF DENVER

DEPARTMENT OF GENERAL SERVICES
Purchasing Division
www.denvergov.org/purchasing

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REQUEST FOR PROPOSAL

Request for Proposal No. 6775

LIBRARY DATA MANAGEMENT SOLUTION

SCHEDULE OF EVENTS

• RFP Issued	April 15, 2011		
• Deadline to Submit Additional Questions	April 21, 2011	5:00 P.M.	Local Time
• Response to Written Questions	May 2, 2011		
• Proposal Due Date	May 13, 2011	5:00 P.M.	Local Time
• Proposal Evaluation Period	Approx. 3-4 weeks		
• Contract Preparation / Negotiation	Approx. 3-4 weeks		

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

VENDOR SIGN HERE

Company Name: _____

By: _____
(Printed or Typed Name)

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

Email: _____

Phone: _____

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

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SECTION A: GENERAL INFORMATION & PROPOSAL INSTRUCTIONS

A.1 BACKGROUND AND SCOPE:

The City and County of Denver, hereinafter referred to as the City, desires to solicit proposals relating to the purchase of a **Library Data Management Solution**.

A.2 SUBMISSION OF PROPOSALS:

Submit one (1) original, one (1) copy on CD and six (6) printed copies of your Proposal to the City & County of Denver Purchasing Division, 201 W. Colfax Ave., Dept. 304, 11th Floor, Denver, CO 80202. Proposals are to be in either an enclosed envelope or a sealed box and labeled with the Proposal number and name. Proposals must be received and time stamped in the Purchasing Division Office no later than date and time listed in the Schedule of Events. Individual Proposals will not be read in public 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.

Your proposal shall consist of the following separate sections:

- Section 1 - Scope of Work / Technical Requirements / Technical Solution
 - a) System Requirements (Architecture, Security, Maintenance and Warranty)
 - b) Functional Requirements (General and Attached Agency Schedules)
 - c) Account Team and Project Management
- Section 2 - Pricing Matrix – Appendix C
- Section 3 - Contract Terms and Conditions
- Section 4 - Additional Required Information
 - a) References
 - b) Disclosure of Principles

A.3 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: J.D. Whiteman
E-Mail: james.whiteman@denvergov.org
Phone: (720) 913-8119

Questions received up to deadline to submit question in the Schedule of Events will be answered in writing per the Schedule of Events. Answers to questions from any Vendor will be provided to all Vendors.

All communications regarding this proposal shall only be through the City's buyer listed above. No communication is to be directed to any other City personnel.

A.4 ADDENDA

In the event it becomes necessary to revise, change, modify or cancel this RFP or to provide additional information, addenda will be issued to all recipients of this RFP.

A.5 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 RFP. 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 RFP. 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.6 ACCEPTANCE PERIOD

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

A.7 TECHNICAL REQUIREMENTS/STATEMENT OF WORK

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

A.8 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.

A.9 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 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 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.

A.10 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.11 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.12 EVALUATION AND AWARDS:

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

- (a) Price
- (b) Technical merit of proposed solution
- (c) Answers to City posed questions
- (d) Responsiveness to contract provisions

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. Additionally, the City reserves the right to conduct negotiations with one or more Vendors.

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.

A.13 PRODUCT/PERFORMANCE LITERATURE:

The undersigned vendor shall agree to furnish, upon the written request of the City's Buyer, any additional information needed to substantiate or clarify the design and/or performance characteristics of the proposed solution.

A.14 GREENPRINT DENVER POLICY AND GUIDANCE:

The City & County of Denver, through its Greenprint Denver action plan, is committed to protecting the environment, and the health of the public and its employees. In accordance with this policy, City agencies are directed to procure cost-competitive products and services that minimize resource consumption and negative impacts on the environment and human health.

In requesting proposals for the City, when specifically required in the evaluation criteria, expects all responsive proposers to demonstrate commitment to and experience in environmental sustainability and public health protection practices applicable to their line of services. The City during its evaluation processes will actively assess the quality and value of all proposals.

Vendors, when applicable, are to follow standards and recommendations of the United States Environmental Protection Agency EPP program, the Green Seal organization, and standards and practices specified by the U.S. Green Building Council, including the Leadership in Energy and Environmental Design (LEED) program.

A.14.a Environmentally Preferable Purchasing (EPP) Guidance and Prohibitions:

The City defines Environmentally Preferable products and services as having a lesser or reduced effect on human health and the environment when compared with competing products and services that serve the same purpose. The City's EPP evaluation may extend to raw materials acquisition, energy consumption in manufacturing and transport, packaging, recyclability, waste disposal, and many other factors.

A.15 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 BACKGROUND:

Denver Public Library has many different processes in place for servicing its various types of customer and staff data needs. Recently, the Library migrated to a new Integrated Library System (ILS). The ILS is the Library's primary operating system for all circulation, materials and customer library accounts.

There are other data gathering processes, not included in the ILS. Most have been put in place in response to operational needs over the years and have no easy integrative ability with other data sets. The Library has operated in a paper-intensive environment in the past, typically processing many data points with forms filled out manually and any automated data evolved non-uniformly in differing degrees, depending on the expertise at the time and the demand for a particular solution.

The Library began a strategic plan using the Balanced Scorecard tool in 2008 and through this staff work, recognized the need to streamline, automate and track non ILS and financial system data more efficiently.

B.2 PROJECT GOAL:

The goal of this project is to create a solution that eliminates duplicated data entry efforts; allows access to the same information across branch and department locations; fosters collaboration and sharing; identifies and captures key performance and strategic data; captures data one time at the source of entry; assigns responsibility for data entry or maintenance at the level and source of occurrence; provides on-line tools and / or web forms to enter routine or daily data efficiently to enhance business processes.

B.3 SYSTEM REQUIREMENTS:

An online application platform with a wizard that allows the importing of data from and export to Excel spreadsheets and a hosted service for adding data from web-form entries. The product should be capable of collecting data from e-mail, an application or API for users to upload data as a form of self service. The product should assist the library to manage key operational and performance data that currently resides in various silos in Excel, Access, and other data base software. The product should not require the user to be an expert in relational data base processes and provide such outputs as input screens, reports, queries and dashboard. The product must have flexibility to allow DPL to use it and grow in the use over time or in phases. Not all the data bases suggested in bold below will be implemented immediately but will occur as a result of an on-going analysis of data needs and a phasing in plan.

B.4 PROJECT DESCRIPTION:

The type of product that the Library is seeking is ultimately a data warehouse or comparable solution. When responding to this RFP, view this project as two stages or phases. While a fully functioning data warehouse is the goal, such a project also involves time, cost, planning and other resources that may or may not be fully at the disposal of the Library in this budget year or the near future. Therefore, vendors should examine their solutions to meet the library's immediate data integration needs (Phase I) and do so in such a way that would ultimately become part of a larger data solution in phase II.

The ideal final product is a data warehouse and application platform where we typically use only the front end of the product for reports, dashboards and searches. Structured data and summary data are input by the user to have access to flexible reporting; ability to input our data and possibly ability to store integrated departmental level data (mini marts) that can help the units be more efficient but also foster cross departmental collaboration and provide the ability for anyone to go to the data warehouse to access information.

B.4.a Project Phase I

- Internal teams identify data management needs, data to track and organizational culture changes and training needs regarding data.
- Initial mission critical data identified – Executive Balanced Scorecard
- Initial data management solution delivered and Phase I training
- Insuring that initial data management solution integrates (flexible) for long term data solution (phase II).
- Internal teams identify data architecture, data management procedure, internal training and support.

B.4.b Phase I Deliverables

- Combine in one searchable product, key operational, mission critical and performance data that currently resides in multiple silos (Excel, Access, and other individually purchased desk top database software) throughout the organization
- Managers and staff can access, share and combine information.
- Secure data and offer flexibility as a scalable product.
- User ability to build applications, provide user empowerment, access data, data entry and ease in sharing data.
- Robust storage to accommodate library system data, including growth over time in phases based on strategic design.
- Capable of collecting detailed point-in-time data and summarized data.
- The Library has approximately 30 managers and executives (enterprise and integrative level data users), 40 location branch supervisors (manager and integrative level data users), and 40 clerk level data entry staff (routine run the business data entry) **approximately 110 total users (phase I)**.

B.4.c Project Phase II

- Data consultant and internal teams review, build and further refine business requirements and data architecture.
- Data sources reviewed
- ETL (data acquisition)
- Data warehouse developed
- Data delivery processes
- Internal teams develop process, procedure and support for data consumption.

B.4.d Phase II Deliverables

- Extract, transform, model and load data from sources to a data warehouse
- Deposit data in a central repository or comparable, maintain the data safely
- Maintain the data in a manner that is accessible by subject-based cubes for integrative data searching and decision-making
- Allow the end user to consume data for decision support, create dashboards, querying, sharing and reporting
- The Library has approximately 30 managers and executives (enterprise and integrative level data users), 90 location, branch, supervisors, managers and other data users, and 70 clerk level data entry staff (routine run the business data entry) **approximately 190 total users (phase II).**

B.5 LOCATIONS, DATA LEVEL USERS AND DATA INFORMATION ARCHITECTURE:

DPL has 23 branch locations and a Central Library, where staff need to enter and access key library operating data from a web (cloud) computing format to accomplish three uses of data:

- Enter location / site level or operating data at a granular level into a pre-set entry form for secure data capture (for example, door counts at the branch location). This is termed “run the business data”.
- Access data for manager to use by combining with other data from the same cloud database, termed loosely “integrating data” (for example, gather the door counts for a number of branch locations by quarter or monthly totals and compare to programs total attendees by type). A manager at this level should be able to set up a search, save their searches, create a routine report, save it for future use, and share with others electronically.
- Executive and Directors data that is the result of rolled up “enterprise” level information, loosely termed “navigate the ship” type data (for example total door counts for the year for all locations or total door counts for Year 1 compared to Yr 2 compared to total system hours). An Executive at this level should be able to set up a search, save searches, create a routine report, save it for future use and share with others electronically. Combine data easily to examine trends and track strategic work.
- The ability should exist to show data in a dashboard format for managers and executives in a manner that is easy to understand and update, with the focus on understanding trends.

B.5.a Levels of data access, entry access and dashboards

The Library has approximately 30 managers and executives (enterprise and integrative level data users), 40 location branch supervisors (manager and integrative level data users), and 40 clerk level data entry staff (routine run the business data entry) total approximately 110 users.

The solution should have the ability to restrict the type of access and users of the data, or have persons with multiple levels of data use (for example, a location branch supervisor can have access to review and create a report of door counts, but may also need a lower level access to enter door count data if a clerk is absent and the clerk may not be able to do no more than enter door counts).

The solution should also have the ability to show data in a dashboard format for managers and executives in a manner that is easy to understand and update, with the focus on understanding trends.

The capability should exist to have data exported to Microsoft Excel or Access

The capability should exist for managers and executives (or delegates) to easily create reports, query data and update simple informative dashboards.

B.5.b Data for the executive (enterprise) level

THE FOLLOWING DATA THAT IS SHOWN IN BOLD IS PART OF THIS APPLICATION – MOST OF THE DATA RESIDES IN EXCEL SPREAD SHEET FORMAT

Denver Public Library Mission: The Denver Public Library connects people with information; ideas and experiences to provide enjoyment enrich lives and strengthen our community.

Denver Public Library Vision: By inspiring individuals to explore, discover and learn throughout their lives, the Denver Public Library creates a more literate and engaged community.

Executive BSC perspectives:	Performance data	Cloud and Budget Program
Strengthen customer loyalty	Customer Satisfaction Library visits On-line transactions Program attendance Circulation Library Card Holders	Cloud survey / Admin Cloud /Public Services ILS / Digital Services Cloud / Public Services ILS / Digital Services ILS/ Digital Services
Enhance Operational Performance	Materials Turnover rate Number of programs/classes Public PC utilization	ILS / Digital Services Cloud / Public Services DNS / Digital Services

Promote Employee empowerment	Achieving ELG requirements Training cost per employee Employee Satisfaction	Cloud/ Admin Cloud/ Admin Cloud Survey / Admin
Demonstrate fiscal stewardship	Cost per circulation Admin Salary OH to DPL Budget Private \$ to GF \$	Cloud / Admin Cloud / Admin Cloud / Admin
Expand and/or fortify partnerships	Successful partnerships Gift in kind \$ value	Cloud / Admin Razers edge / Admin
Communicate Library Value	Volunteer hours Active Donors	CRO/ Cloud / Admin CRO/Admin

B.6 DATABASE SETS AND APIs:

The following suggested database sets and APIs are needed as part of a one possible cloud computing format or a simplified data warehouse. All these data (type) sets B6.a. – 6i, do not have to come on-line at the same time. The capacity to accommodate these data (type)sets through the implementation over time of Phase I is important. Most of this data currently resides in Excel, Access, or manual formats:

B.6.a Door counts or visits

- a. 23 locations
- b. Method of data capture: an entry panel on web where our staff PC user can capture at a minimum:
 - 1. Date
 - 2. Branch or location
 - 3. Staff name or initials
 - 4. Door count and visits (visit are door count / 2)
- c. Door count (from a gate counter counts both the entry and exit) should be entered each day and automatically updated to the data base by location.
- d. Door count should be divided automatically by 2 to generate the number of “visits”.
- e. Current limitations: our system has gate counters that do not allow us to automatically transmit a door count to a remote location. The gate is manually read from the gate counter and entered into the data base as part of their daily routine.
- f. Data manipulation: The user(s) of the data base should be able to do the following with DPL door count data:
 - 1. Enter door counts daily from a location
 - 2. Sum door count data by day, week, month, quarter, year for all locations, by location, by selecting a number of locations and compare Year 1 to Year 2 for same.
 - 3. Search or query data for reporting
 - 4. Create easy simple reports easily
 - 5. Create simple dashboards
 - 6. Flexible design to allow updating when new branches are added or old branches deleted

B.6.b Library Program and Activity Data

- a. 23 locations
- b. Method of data capture: an entry panel on web where our staff PC user(s) can capture at a minimum:
 1. Date
 2. Type of program such as (a) Adult, (b) Children, (c) Teens
 3. Once the program is selected, further option is needed to select or identify the “detail activity” associated with the program (for example: (a) Adult program and then select the activity, for example, Adult computer training or Adult Crafts or Adult cooking etc.) the Activity detail is designed to identify the intended target (for example if you had a children’s program but obviously adult parents will be attending, the program is still (b) children and the “detail activity” might be, for example, parents at the library - early childhood literacy age 0-4.
 4. When a “type of program” is selected the resulting questions needed to gather data for the specific program metrics is displayed. For example, if a Staff PC user is entering data for an Adult Program and select such, the pathway to established data questions will allow the user to encounter and enter only data related to Adult programs.
 5. A Manager can compare programs, by location, by activity where multiple events are tracked occurring (offered) at multiple locations (branches).
 6. Total attending the program
- c. Data manipulation: The staff user of the data should be able to do the following with DPL Program Database:
 1. Sum all the programs by type (Adult, Child etc.)
 2. Sum all the programs by location or selected locations
 3. Sum the programs by Date
 4. Sum the program by detail activity
 5. Sum the total attending by location, type, detail activity and by date
 6. Compare 1 – 5 above for Year 1 to Year 2
 7. Search or query data for reporting
 8. Create simple reports
 9. Export to Microsoft Excel or Access
 10. Flexible design to allow updating when detail activities are added or deleted
- d. Program / activity calendaring:
 1. A basic calendar that schedules programs and activities
 2. Manage publication of event data for DPL web site
 3. Allows a pc users (staff or customer) to register for the program or activity
 4. Logs registration
 5. Closes registration when program or activity is full
- e. Since there are approximately 5 distinct programs that would use a program database, the form to gather manager information about the program, needs to accommodate the unique characteristics of each distinct program.

B.6.c Reference Count Track Data

- a. 23 locations track the number and type of Reference transactions
- b. Method of data capture: an entry panel on web where our staff PC user(s) can capture at a minimum:
 1. Date
 2. Branch or Department location
 3. Specific Location as:
 - a. Information desk
 - b. Roving reference
 - c. Youth reference
 - d. Children's reference
 - e. Reference desk
 - f. Circulation desk
 4. Reference Librarian Name or Initials
 5. Customer type
 - a. Ask Colorado
 - b. Adult
 - c. Teen
 - d. Child
 - e. Staff
 6. Question Type - "types" reference transactions, for example:
 - a. Reference
 - b. Technical
 - c. Business
 - d. Procedural
 - e. Directional
 7. Mode of answering the question
 - a. In person
 - b. Electronic
 - c. Telephone
- c. Current Limitation with reference counts: The reference department picks six days a year to count reference transactions and manually places hash marks on paper. They use this information to create an estimate of the total number of reference transactions for the year. There is a perception that counting reference transactions every day will be too time consuming because the estimates show 690,000 estimated reference transactions per year. Until data is gathered to determine whether the estimate is correct, this database will probably not be populated daily.
- d. Data manipulation with reference counts: This data entry panel should be very simple for quick use. The staff user of the data should be able to do the following with DPL reference transaction data:
 1. Sum reference transactions by location, date, month Quarter, Year
 2. Sum reference transactions by customer , question type or mode of answer
 3. Sum reference transactions by Librarian Name or Initials
 4. Compare Year 1 to Year 2 for 1-3

B.6.d Financial Data

- a. Central Finance office will enter a limited number of key financial indicators.
- b. Current limitations: The request in terms of financial information is NOT to create a point of sale or point of transaction financial data base. Currently there is an on-going migration of the Library's financial data from one financial system (Sunguard HTE) to City of Denver PeopleSoft Financial scheduled for 2012. The scope of work for financial information in relation to cloud computing is focused on simple key financial data for managerial use.
- c. There are a limited number of transactions (100 per month) that can be entered through an update form or panel and would ensure that basic financial information for managers is current, correct, and accessible to managers. The financial information will be entered by the Finance department as the owner of the data. The following data could be captured by form and updated monthly and annually:
 1. Total budget by year and fund
 2. Total budget by program inventory
 3. Total budget by 3 large spending categories, personnel, books and materials, supplies
 4. Total budget, revised budget, actual by sub category
 5. Total authorized FTE (one time yearly entry)
 6. Total grants by name, amount awarded, date awarded

B.6.e Capital Asset Control Inventory

- a. Central Finance office will track capital asset inventory for 2,000 items
- b. Use a data entry panel to ADD a record by entering the following information:
 1. Date
 2. Asset ID (City Record)
 3. DNS Asset Tag (for DNS controlled computers and technology equipment)
 4. Asset Tag # (DPL Tag)
 5. Asset Location (Also Organization / Department #)
 6. Address
 7. Asset Description
 8. Asset Serial ID
 9. Total Cost
 10. Acquired Date
 11. Department
 12. Comments
- c. Use a data entry panel to Remove a record to (1) Surplus or (2) disposal
 1. Date
 2. Asset ID
 3. Asset Tag # (DPL Tag)
 4. Surplus (location of surplus)
 5. Disposal
 6. Salvage value

B.6.f Community Relations Database

- a. Method of data capture: an entry panel on web where our staff PC user(s) can capture at a minimum:
 1. Location
 2. Employee name
 3. Date
 4. Programs with volunteers
 - a. Number of volunteers in program
 - b. Number of hours contributed
 - c. Number attending volunteer appreciation event
 5. Programs with docents
 - a. Number of docents
 - b. Number of hours donated
 - c. Number of new docents
 - d. Number attending docent appreciation event
 6. Partnerships with DPL (TBD)
 - a. Name, location of partner
 7. Grants (TBD)
 - a. Grants awarded and amount

B.6.g Books and Borrowing database

- a. Method of data capture: an entry panel on web where our staff PC user(s) can capture at a minimum:
 1. Branch location
 2. Employee name
 3. Date
 4. Total branch hours open per week, per year
 5. Total Bookmobile hours per week, per year
 6. Total materials collection size by location (one time quarterly entry)
 7. Total materials collection size by location, by selected locations

B.6.h Branch Facility Database (possibly not a candidate for cloud application)

- a. 23 locations track basic building data
- b. Method of data capture: an entry panel on web where our staff PC user(s) can capture at a minimum:
 1. Branch location Address
 2. Date
 3. Employee name or initials
 4. Building Size
 5. Building Age
 6. Construction or renovation date
 7. Construction or renovation details (for example, “replaced windows and boiler”)
 8. Construction or renovation costs

9. Funding source
- c. Database limitations with Facilities data: currently Facilities energy use and management software is in the process of development / installed for all branches and Central.

B.6.i Survey Database (customers and employees)

The following questions are from Surveyshare.com as an example, the Library will provide the survey questions after reviewing new reports from the new ILS system (Polaris). THE VENDOR SHOULD BE AWARE THAT THESE ARE TEST QUESTIONS AND WILL BE FINALIZED WHEN STAFF INPUT IS COMPLETED.

What branch are you telling us about?

- 1 – Drop or radial our 23 Locations

Would like to take the entire survey (23 short questions) A BRANCHING OPTION IS BEING EXPLORED TO SHORTEN THE SURVEY

1. Yes
2. No (I am only interested in one or more these areas of the survey)
 - a. Library materials
 - b. Library catalogue
 - c. Library computers
 - d. Library reference service
 - e. Library programs
 - f. Library staff
 - g. Library facilities
 - h. How can I help the Library

Approximately how often do you visit the local public library?

1. Daily
2. Once a week
3. Once a month
4. Yearly
5. Never
6. Don't know

What type of **materials** do you mainly visit the local library to obtain?

1. Fiction
2. Non fiction
3. Audio / visual materials
4. Newspapers
5. Magazines
6. Reference materials

How often do you request assistance from the **reference** librarian?

1. Often
2. Sometimes
3. Rarely
4. Never
5. Don't know

How often is the **reference** librarian able to fully answer your questions?

1. Often
2. Sometimes
3. Rarely
4. Never
5. Don't know

Overall, how satisfied are you with the services provided by the **reference** librarian?

1. Very satisfied
2. Satisfied
3. Undecided
4. Dissatisfied
5. Very dissatisfied
6. Not applicable

Overall, how satisfied are you with your interaction with any **staff** at the library?

1. Very satisfied
2. Satisfied
3. Undecided
4. Dissatisfied
5. Very dissatisfied
6. No applicable

How often do you use the library computer system (**catalog**) to locate books or other materials?

1. Often
2. Sometimes
3. Rarely
4. Never
5. Don't know

How often are you unable to locate books or other library **materials** that are listed in the computer **catalog** as being available?

1. Often
2. Sometimes
3. Rarely
4. Never
5. Don't know

Overall, how easy do you feel it is to use the library's computer **catalog** to find library resources?

1. Very easy
2. Somewhat easy
3. Undecided
4. Somewhat difficult
5. Very difficult

How often do you request **materials** from other branches in the library system?

1. Often
2. Sometimes
3. Rarely
4. Never
5. Don't know

How satisfied are you with the length of time it takes to receive requested **materials** from other branches?

1. Very satisfied
2. Somewhat satisfied
3. Undecided
4. Somewhat dissatisfied
5. Very dissatisfied

How often do you visit the local public library to use a **computer** to access the internet?

1. Often
2. Sometimes
3. Rarely
4. Never
5. Don't know

How satisfied are you with the availability of **computers** for use to access the internet?

1. Very satisfied
2. Somewhat satisfied
3. Undecided
4. Somewhat dissatisfied
5. Very dissatisfied

How often do you visit the children's department at the local public library?

1. Often
2. Sometimes
3. Rarely
4. Never
5. Don't know

How satisfied are you with the selection of audio, video, and book resources provided in the children's department?

1. Very satisfied
2. Somewhat satisfied
3. Undecided
4. Somewhat dissatisfied
5. Very dissatisfied

How satisfied are you with the children's reading programs provided by the local public library?

1. Very satisfied
2. Somewhat satisfied
3. Undecided
4. Somewhat dissatisfied
5. Very dissatisfied

Overall, how satisfied are you with the Library building facilities?

1. Very satisfied
2. Somewhat satisfied
3. Undecided
4. Somewhat dissatisfied
5. Very dissatisfied

Are you male or female?

1. Male
2. Female

How old are you?

1 _____

To help the Library improve its service delivery, please check all that apply:

1. I have children under age 5
2. I have children under age 10
3. I have children under age 15
4. I am a student
5. I am self employed, business owner or entrepreneur
6. I am a senior or retired
7. I use the library to:
 - a. For learning and exploring
 - b. For business and job research
 - c. For a place to study
 - d. For entertainment and enjoyment (games)
 - e. For browsing and discover library materials
 - f. To ask a specific question
 - g. To meet or study with others (communal)
 - h. For a safe and welcoming place

Please tell us what you like most about your visits to the local public library, especially if you were very satisfied.

1. _____

Please tell us what, if anything, can be done to improve the services at the local public library, especially if you were very dissatisfied.

1. _____

You can be a supporter of the Library by joining the Denver Public Library Friends Foundation. Are you interested?

1. Yes

Form to enter Contact Information: (1) Name, (2) Phone, (3) Email contact

2. No

B.7 TRAINING REQUIREMENTS:

1. Classes and training sessions (even one-on-one) will be scheduled to train key individuals to become key trainers “super trainers”.
2. Training will be to the persons who will initially use the tools and then branch out with more training to reflect the roll out. The Library Team and in-house trainers will become super trainers, so the VENDOR is not being asked to train everyone at the Library.
3. Understanding how to use and navigate the software is one part of the solution, but equally important is a key understanding of the objective in data gathering; reason for collecting the data and how to respond to the data as a data consumer or manager.

B.8 PROPOSER QUESTIONS AND REQUIREMENTS:

Your proposal must specifically address each of the questions/issues 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.**

Vendor background and Qualifications

1. How long have you been in business (also including the size of your company, company background and type of clients you currently serve)?
2. Do you have other public sector customers? If not, please describe the differences that you see in how public and private customers might use the product and what special assistance would be provided to DPL as part of your solution. If you have other public

sector customers please describe how they use your system and lessons that were learned during the implementation of their service.

Technical Architecture and Design

3. Describe in detail your proposed solution for Phase I.
4. Describe in detail your proposed solution for Phase II.
5. Does your product suite have a common widely used or open-source application? Please describe it.
6. Describe how your product is horizontally scalable to each of your client's accounts and data needs.
7. Describe how easy is it to add services or enhancements or change functionality.
8. Describe how it possible to do batch imports into your system and also enter at least two years of historical data.
9. Describe what happens when you upgrade your software? Is the upgrade forced on everyone? Can a customer choose to upgrade on their own schedule? What are the ramifications, if any, of this approach?

Responses to Functional Specifications

10. Please describe your backup procedures. How often do you back up data?
11. How often do you upgrade software/hardware? Are any new releases currently in development?
12. Describe how the end-user can select the individual record of interest, and then drill down to other levels of detail or related activities.

Service and Support Specifications

13. Please attach a copy of your typical Service Delivery Plan or Agreement.
14. How does your company define "services outages"?
15. What happens to our data when our contract expires?
16. What support for data migration is provided in your proposed solution?
17. Describe the technical support that is offered as part of your proposal.

Data Security

18. Is the access to data secure, encrypted and authorized? Explain in detail.
19. Describe how DPL's data is segregated from other customers' data.
20. What happens to copies of data when the DPL contract expires?
21. Are your security procedures and policies applicable to backup data also?
22. How do you ensure that the DPL Database Administrator (DBA) super user credentials will not be compromised as we use your software remotely or on the web?

Phasing

23. Is your service delivery model and pricing flexible to allow DPL to phase the data management project over time to accommodate DPL's strategic work regarding data management? Please describe this flexibility.
24. Describe how you would address this phasing requirement between Phase I and Phase II.

Licensing

25. What is the licensing model utilized with your solution?

Training

26. Describe the training program that is included in your "Total Phase I Price" listed in Section C of this RFP.

The remainder of this page left blank intentionally

SECTION C: PRICING

C.1 PRICING INFORMATION:

This section shall include a description of the proposed costs and prices. All pricing information shall be limited solely to this section of your proposal. This section should address all requirements set forth in Section B as well as any other items pertinent to your proposal pricing such as additional discounts for increased quantities, prompt payment, etc. The requirements have been developed to allow the City to uniformly evaluate prices submitted for the work. Accordingly, you should follow these instructions carefully and provide all data requested in the formats specified herein and in any referenced attachments.

Any omissions in this proposal shall be identified by each Vendor and incorporated into their proposal including any omissions for software, hardware, support etc. which is necessary to the success of the project and must be identified as a separate line item with pricing and included as part of this proposal. The City will not increase the contract or any purchase order (either dollar amount or time) for items not included in the submitted proposal documents. The City reserves the right to purchase part or the entire proposal.

C.2 CHANGES:

The City will not consider change orders or amendments unless it is deemed a change in the original scope of the project. All items not itemized in the pricing above which are instrumental to completing the project will be at the cost of the vendor to supply at no additional charge to the City.

C.3 PRICING:

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

C.4 PROPOSAL ITEMS:

PRICING ITEM #1 (Phase I):

Provide all licensing, labor, materials, software, hardware, systems integration, data migration and professional services and training required to implement and make fully operational a Library Data Management Solution in strict accordance with the specifications listed in Section B of this RFP and any subsequent addenda and complying with all answers provided by the vendor to City posed questions. This total implemented price shall include any related travel costs.

Solution price must also include one year of applicable hardware and software maintenance/support covering all solution components provided by the vendor (beginning on the date of final acceptance), implementation and after implementation training of designated DPL personnel in the proper use of the system.

TOTAL "PHASE I" PRICE: \$_____

Please provide on a separate sheet an itemized and priced list of all components of your total implemented Phase I pricing as listed above.

The remainder of this page left blank intentionally

PRICING ITEM #2 (Phase I):

<p>Provide Years #2-5 Software and Hardware Maintenance, Update and Support Costs for your Phase I solution as offered in Proposal Pricing Item #1:</p> <p>Maintenance and Support provided in Years #2-5 shall be exactly the same as Maintenance and Support provided during Year #1.</p> <p>Maintenance and Support costs will be invoiced and paid in the year in which they are applicable.</p>	<p>Maintenance and Support costs:</p>
<p>Total Software Maintenance and Licensing Cost for Year #2 including all updates:</p>	<p>\$ _____</p>
<p>Total Software Maintenance and Licensing Cost for Year #3 including all updates:</p>	<p>\$ _____</p>
<p>Total Software Maintenance and Licensing Cost for Year #4 including all updates:</p>	<p>\$ _____</p>
<p>Total Software Maintenance and Licensing Cost for Year #5 including all updates:</p>	<p>\$ _____</p>
<p>Total Hardware Maintenance Cost for Year #2 (if applicable)</p>	<p>\$ _____</p>
<p>Total Hardware Maintenance Cost for Year #3 (if applicable)</p>	<p>\$ _____</p>
<p>Total Hardware Maintenance Cost for Year #4 (if applicable)</p>	<p>\$ _____</p>
<p>Total Hardware Maintenance Cost for Year #5</p>	<p>\$ _____</p>

PRICING ITEM #3 (Phase II – Data Warehouse) – OPTIONAL

Provide all licensing, labor, materials, software, hardware, systems integration, data migration and professional services and training required to implement and make fully operational a **Data Warehouse Option** for the Library Data Management Solution proposed for Phase I, in strict accordance with the specifications listed in Section B of this RFP and any subsequent addenda and complying with all answers provided by the vendor to City posed questions. This total implemented price shall include any related travel costs.

Solution price must also include one year of applicable hardware and software maintenance/support covering all solution components provided by the vendor (beginning on the date of final acceptance), implementation and after implementation training of designated DPL personnel in the proper use of the system.

TOTAL “PHASE II” DATA WAREHOUSE PRICE: \$_____

Please provide on a separate sheet an itemized and priced list of all components of your total implemented Data Warehouse Optional pricing as listed above.

The remainder of this page left blank intentionally

PRICING ITEM #4 (Phase II – Data Warehouse) – OPTIONAL

<p>Provide Years #2-5 Software and Hardware Maintenance, Update and Support Costs for your Phase II – Data Warehouse solution as offered in Proposal Pricing Item #3:</p> <p>Maintenance and Support provided in Years #2-5 shall be exactly the same as Maintenance and Support provided during Year #1.</p> <p>Maintenance and Support costs will be invoiced and paid in the year in which they are applicable.</p>	<p>Maintenance and Support costs:</p>
<p>Total Software Maintenance and Licensing Cost for Year #2 including all updates:</p>	<p>\$ _____</p>
<p>Total Software Maintenance and Licensing Cost for Year #3 including all updates:</p>	<p>\$ _____</p>
<p>Total Software Maintenance and Licensing Cost for Year #4 including all updates:</p>	<p>\$ _____</p>
<p>Total Software Maintenance and Licensing Cost for Year #5 including all updates:</p>	<p>\$ _____</p>
<p>Total Hardware Maintenance Cost for Year #2 (if applicable)</p>	<p>\$ _____</p>
<p>Total Hardware Maintenance Cost for Year #3 (if applicable)</p>	<p>\$ _____</p>
<p>Total Hardware Maintenance Cost for Year #4 (if applicable)</p>	<p>\$ _____</p>
<p>Total Hardware Maintenance Cost for Year #5</p>	<p>\$ _____</p>

SECTION D: SAMPLE CONTRACT

This section shall include your response to our proposed terms and conditions included in this Section D and shall form the basis for the preparation of a Contractual Agreement covering the subject matter of this RFP.

You shall respond in your proposal either that all terms and conditions are acceptable or that some are acceptable and some are not. Underline or highlight those words, phrases, sentences, paragraphs, etc. that are not satisfactory and note any exceptions by referencing the appropriate article number, a brief explanation and alternative language, if any, and submit same on a separate typewritten sheet. Any exceptions will be taken into consideration when evaluating your proposal.

A G R E E M E N T

THIS AGREEMENT by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **VENDOR NAME**, a **BUSINESS TYPE** registered to do business in Colorado, whose address is _____ (“Vendor”).

1. SOFTWARE LICENSE, SUPPORT AND MAINTENANCE TO BE PROVIDED AND SERVICES TO BE PERFORMED: Vendor, under the general direction of, and in coordination with, the City’s **AGENCY** or other designated supervisory personnel (the “Manager”) agrees to provide the software (the “Software”) listed on **Exhibit A**, and perform the integration and implementation services [OR OTHER SERVICES] described on attached **Exhibit B** (the “Statement of Work” or “SOW”) and provide the software support and maintenance services described on attached **Exhibit C**.

2. GRANT OF LICENSE; RESTRICTIONS:

A. Vendor hereby grants to City a perpetual, irrevocable, non-exclusive right and license to: (a) install, display, perform, and use the Software; and (b) use all intellectual property rights necessary to use the Software as authorized in subparagraph (a).

B. Title to and ownership of the Software will remain with Vendor. City will not reverse engineer or reverse compile any part of the Software without Vendor's prior written consent. City will not remove, obscure or deface any proprietary notice or legend contained in the Software or documentation without Vendor's prior written consent.

C. Except as specified in a Schedule or Order, Vendor at its expense will, within thirty (30) days after the signing of this Agreement and continuously thereafter, deposit the Software in source code form, including all enhancements, in escrow pursuant to a source code escrow agreement (“Escrow Agreement”) acceptable to City. The following events automatically will give City the right to cause the release of the applicable source code from Vendor or the escrow agent, whether or not contained in the Escrow Agreement, upon notice to Vendor or presentation of this Agreement to the escrow agent: (i) the institution by or against Vendor of insolvency, receivership or bankruptcy proceedings; (ii) Vendor’s making an

assignment for the benefit of creditors; (iii) Vendor's dissolution or ceasing its ongoing business operations or sale, licensing, maintenance or other support of the Software; or (iv) Vendor failing to pay the applicable fees due under the Escrow Agreement.

3. DELIVERY AND ACCEPTANCE:

A. Vendor shall deliver the Software and perform the integration services in accordance with the SOW. Vendor will pack, mark, label, document and deliver all Software in accordance with the City's instructions and accepted industry standards.

B. Upon installation of the Software, the City will test and evaluate same to ensure that it conforms, in the City's reasonable judgment, to the specifications outlined in the SOW. If the Software does not conform, the City will so notify Vendor in writing within sixty (60) days. Vendor will, at its expense, repair or replace the nonconforming product within fifteen (15) days after receipt of the City's notice of deficiency. The foregoing procedure will be repeated until the City accepts or finally rejects the product, in whole or part, in its sole discretion. In the event that the Software contains a defect or nonconformity not apparent on examination, the City reserves the right to repudiate acceptance. In the event that the City finally rejects the Software, or repudiates acceptance of it, Vendor will refund to the City all fees paid, if any, by the City with respect to the rejected product.

C. If the City is not satisfied with the Vendor's performance of the services described in the SOW, the City will so notify Vendor within thirty (30) days after Vendor's performance thereof. Vendor will, at its own expense, re-perform the service within fifteen (15) days after receipt of City's notice of deficiency. The foregoing procedure will be repeated until City accepts or finally rejects the service in its sole discretion. In the event that City finally rejects any integration service, Vendor will refund to City all fees paid by City with respect to such service.

4. TERM: The term of the Agreement is from DATE through DATE.

5. COMPENSATION AND PAYMENT:

A. Fee: The fee for the software and services described in the SOW is \$\$\$\$\$\$\$\$ (the "Fee"). The Fee shall be paid pursuant to the City's Prompt Payment Ordinance and in accordance with the following schedule: PAYMENT MILESTONES

B. Reimbursement Expenses: The fees specified above include all expenses, and no other expenses shall be separately reimbursed hereunder.

C. Invoicing: Vendor must submit an invoice which shall include the City contract number, clear identification of the deliverable that has been completed, and other information reasonably requested by the City. Payment on all uncontested amounts shall be made in accordance with the City's Prompt Payment Ordinance.

D. Maximum Contract Liability:

(i) Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for services rendered and expenses incurred by Vendor under the terms of this Agreement for any amount in excess of the sum of _____ . Vendor acknowledges that any work performed by Vendor beyond that specifically authorized by the City is performed at Vendor's risk and without authorization under this Agreement.

(ii) It is understood and agreed that any payment obligation of the City hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Agreement, encumbered for the purpose of the Agreement and paid into the Treasury of the City. Vendor acknowledges that (a) the City does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years, and (b) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

6. STATUS OF VENDOR: It is understood and agreed that the status of Vendor shall be that of an independent Vendor and a person retained on a contractual basis to perform professional or technical services for limited periods of time as described in Section 9.1.2(C) of the Charter of the City; and it is not intended, nor shall it be construed, that Vendor or its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code or for any purpose whatsoever. Vendor agrees that during the term of this Agreement it shall fully coordinate all services that it has been directed to proceed upon and shall make every reasonable effort to fully coordinate all such services as directed by the Manager with any City agency, or any person or firm under contract with the City doing work which affects Vendor's work.

7. TERMINATION:

A. The City has the right to terminate this Agreement, with or without cause, on thirty (30) days written notice. However, nothing herein shall be construed as giving Vendor the right to perform services under this Agreement beyond the time when such services become unsatisfactory to the Manager.

B. If this Agreement is terminated by the City, Vendor shall be compensated for, and such compensation shall be limited to, (1) the sum of the amounts contained in invoices which it has submitted and which have been approved by the City; (2) the reasonable value to the City of the work which Vendor performed prior to the date of the termination notice, but which had not yet been approved for payment; and (3) the cost of any work which the Manager approves in writing which he determines is needed to accomplish an orderly termination of the work. The City shall be entitled to an immediate prorate refund of any prepaid fees for services not provided as of the date of termination.

C. Upon termination of this Agreement by the City, Vendor shall have no claim of any kind whatsoever against the City by reason of such termination or by reason of any act incidental thereto, except for compensation for work satisfactorily performed as described herein.

8. **EXAMINATION OF RECORDS:** Vendor agrees that any duly authorized representative of the City, including the City Auditor, shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any books, documents, papers and records of Vendor, involving transactions related to this Agreement. Such examination shall be limited to Vendor's normal business hours, at Vendor's premises, and upon reasonable prior notice to Vendor.

9. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event shall any action by either Party hereunder constitute or be construed to be a waiver by the other Party of any breach of covenant or default which may then exist on the part of the Party alleged to be in breach, and the non-breaching Party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that Party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

10. **INSURANCE:**

A. **General Conditions:** Vendor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Vendor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized 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 stating "Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the issuing company shall send written notice to Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202. Such written notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior." Additionally, Vendor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by certified mail, return receipt requested. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Vendor. Vendor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Vendor. The Vendor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

B. Proof of Insurance: Vendor shall provide a copy of this Agreement to its insurance agent or broker. Vendor may not commence services or work relating to the Agreement prior to placement of coverage. Vendor certifies that the certificate of insurance attached as **Exhibit D** preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. 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 Agreement shall not act as a waiver of Vendor's breach of this Agreement or of 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.

C. Additional Insureds: For Commercial General Liability, Auto Liability and Excess Liability/Umbrella, Vendor and sub-contractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

D. Waiver of Subrogation: For all coverages, Vendor's insurer shall waive subrogation rights against the City.

E. Subcontractors and Sub-consultants: All subcontractors and sub-consultants (including independent Vendors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Vendor. Vendor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and sub-consultants maintain the required coverages. Vendor agrees to provide proof of insurance for all such subcontractors and sub-consultants upon request by the City.

F. Workers' Compensation/Employer's Liability 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 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Vendor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, 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 Agreement, and that any such rejections previously effected, have been revoked as of the date Vendor executes this Agreement.

G. Commercial General Liability: Vendor shall maintain a Commercial General Liability insurance policy 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.

H. Business Automobile Liability: Vendor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement

I. Technology Errors & Omissions: Vendor shall maintain Technology Errors and Omissions insurance including network security, privacy liability and product failure coverage with limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate.

J. Additional Provisions:

(a) For Commercial General Liability and Excess Liability, the policies must provide the following:

- (i) That this Agreement 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 primary and non-contributory with other coverage or self-insurance maintained by the City.

(b) For claims-made coverage:

- (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier

(c) Vendor shall 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 Vendor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

11. REPRESENTATION AND WARRANTY: Vendor represents and warrants that:

A. The Software will conform to applicable specifications, operate in substantial compliance with applicable documentation, and will be free from deficiencies and defects in materials, workmanship, design and/or performance;

B. all services will be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards;

C. all services will conform to applicable specifications and the Exhibits attached hereto;

D. it has the requisite ownership, rights and licenses to perform its obligations under this Agreement fully as contemplated hereby and to grant to the City all rights with respect to the software and services free and clear from any and all liens, adverse claims, encumbrances and interests of any third party;

E. there are no pending or threatened lawsuits, claims, disputes or actions: (i) alleging that any software or service infringes, violates or misappropriates any third party rights; or (ii) adversely affecting any software, service or supplier's ability to perform its obligations hereunder;

F. the Software will not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any third party;

G. the Software will contain no malicious or disabling code that is intended to damage, destroy or destructively alter software, hardware, systems or data; and

H. the media on which all Software is furnished are and will be, under normal use, free from defects in materials and workmanship.

DEFENSE AND INDEMNIFICATION:

A. Vendor hereby agrees to defend, indemnify, and hold harmless City, its appointed and elected officials, agents and employees 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 and until such Claims have been specifically determined by the trier of fact to be due to 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 sub-contractors 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.

F. Vendor will, at Vendor's expense, indemnify, defend and hold harmless the City, its officers, agents and employees from and against any loss, cost, expense or liability (including but not limited to attorney's fees and awarded damages) arising out of a claim that the Software, services, or their use by the City, infringe, violate or misappropriate a patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any third party. The City will promptly notify Vendor in writing of any claim and cooperate with Vendor and its legal counsel in the defense thereof. Vendor may in its discretion (i) contest, (ii) settle, (iii) procure for the City the right to continue using the Software, or (iv) modify or replace the infringing Software so that it no longer infringes (as long as the functionality and performance are not degraded as reasonably determined by the City). The City may participate in the defense of such action at its own expense. If Vendor concludes in its reasonable judgment that none of the foregoing options are commercially reasonable, then Vendor will refund a pro rata portion (based on a 5 year straight line depreciation running from City's final acceptance of the Software) of the Software license fee(s) paid by the City under this Agreement and reimburse the City for all reasonable expenses for removal and replacement of the Software.

13. COLORADO GOVERNMENTAL IMMUNITY ACT: The parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. (2003).

14. TAXES, CHARGES AND PENALTIES: The City shall not be liable for the payment of taxes, late charges or penalties of any nature other than the compensation stated herein, except for any additional amounts which the City may be required to pay under D.R.M.C. § 20-107 to § 20-115.

15. ASSIGNMENT: Vendor covenants and agrees that it will not assign or transfer its rights hereunder without first obtaining the written consent of the Manager. Any attempts by Vendor to assign or transfer its rights hereunder without such prior written consent of the Manager shall, at the option of said Manager, automatically terminate this Agreement and all rights of Vendor hereunder. Such consent may be granted or denied at the sole and absolute discretion of said Manager. A change in control of Vendor shall not constitute an assignment hereunder.

16. NO THIRD PARTY BENEFICIARY: It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and Vendor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreements. It is the express intention of the City and Vendor that any person other than the City or Vendor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

17. NO AUTHORITY TO BIND CITY TO CONTRACTS: Vendor has no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City must be by the City, as required by Charter and ordinance.

18. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: This Agreement, including the exhibit attached hereto (each of which is specifically incorporated herein) is intended as the complete integration of all understandings between the parties. No prior contemporaneous or subsequent addition, deletion, or other amendment hereto shall have any force or effect, unless embodied herein in writing, and executed in the same manner as this Agreement.

19. SEVERABILITY: The parties agree that if any provision of this Agreement or any portion thereof 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.

20. CONFLICT OF INTEREST:

A. The parties agree that no employee of the City shall have any personal or beneficial interest whatsoever in the services or property described herein; and Vendor further agrees not to hire or contract for services any employee or officer of the City which would be in violation of the Denver Revised Municipal Code, Chapter 2, Article IV, Code of Ethics, or Denver City Charter §§ 1.2.8, 1.2.9, and 1.2.12.

B. Vendor agrees that it will not engage in any transaction, activity or conduct which would result in a conflict of interest under this Agreement. Vendor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of Vendor by placing Vendor's own interests, or the interests of any party with whom Vendor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after it has given Vendor written notice which describes the conflict. Vendor shall have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner which is acceptable to the City.

21. NOTICES: Notices concerning the termination of this Agreement, notices of alleged or actual violations of the terms or conditions of this Agreement, and other notices of similar importance shall be made:

By Vendor to:

And by the City to:

22. DISPUTES: All disputes of whatever nature between the City and Vendor regarding this Agreement shall be resolved by administrative hearings pursuant to the procedure established by Denver Revised Municipal Code, § 56-106(b), et seq. For the purposes of that procedure, the City official rendering a final determination shall be the City representative identified in Paragraph 1 hereof.

23. GOVERNING LAW; VENUE: This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado, the Charter and Revised Municipal Code of the City and County of Denver, and the ordinances, regulations and Executive Orders enacted and/or promulgated pursuant thereto, including any amendments. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this reference. Venue for any legal action relating to this Agreement shall lie in the District Court in and for the City and County of Denver.

24. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under this Agreement, Vendor agrees not to 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 further agrees to insert the foregoing provision in all subcontracts hereunder.

25. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: Vendor shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring Vendor from City facilities or participating in City operations.

26. CONFIDENTIAL INFORMATION; OPEN RECORDS:

A. City Information: Vendor acknowledges and accepts that, in performance of all work under the terms of this Agreement, Vendor may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. Vendor agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Vendor shall be held in confidence and used only in the performance of its obligations under this Agreement. Vendor shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably

prudent Vendor would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential", or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Vendor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

B. Use and protection of Proprietary Data or Confidential Information:

(i) Except as expressly provided by the terms of this Agreement, Vendor agrees that it shall not disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available any data, including Proprietary Data or confidential information or any part thereof to any other person, party or entity in any form of media for any purpose other than performing its obligations under this Agreement. Vendor further acknowledges that by providing data, Proprietary Data or confidential information, the City is not granting to Vendor any right or license to use such data except as provided in this Agreement. Vendor further agrees not to disclose or distribute to any other party, in whole or in part, the data, Proprietary Data or confidential information without written authorization from the Manager and will immediately notify the City if any information of the City is requested from the Vendor from a third party.

(ii) Vendor agrees, with respect to the Proprietary Data and confidential information, that: (1) Vendor shall not copy, recreate, reverse engineer or decompile such data, in whole or in part, unless authorized in writing by the Manager; (2) Vendor shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data; and (3) Vendor shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify destruction) or return all such data or work products incorporating such data or information to the City.

(iii) Vendor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted data received from, or on behalf of City. It is the responsibility of the Vendor to ensure that all possible measures have been taken to secure the computers or any other storage devices used for City data. This includes industry accepted firewalls, up-to-date anti-virus software, controlled access to the physical location of the hardware itself.

C. Employees and Sub-Contractor: Vendor will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of Vendor under this Agreement shall survive the expiration or earlier termination of this Agreement. Vendor shall not disclose Proprietary Data or confidential information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.

D. Disclaimer: Notwithstanding any other provision of this Agreement, the City is furnishing Proprietary Data and confidential information on an “as is” basis, without any support whatsoever, and without representation, warranty or guarantee, including but not in any manner limited to, fitness, merchantability or the accuracy and completeness of the Proprietary Data or confidential information. Vendor is hereby advised to verify its work. The City assumes no liability for any errors or omissions herein. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, Vendor agrees to contact the City immediately.

E. Vendor’s Information: The City shall endeavor, to the extent provided by law, to comply with the confidentiality provisions set out in the End User License Agreement, provided, however, that The City understands and agrees that the Vendor software and documentation including, but not limited to, the Source Code, Object Code, the Interface Requirements Document(s) Acceptance Test Procedures, the Statement of Work, the software design, structure and organization, software screens, the user interface and the engineering know-how implemented in the software (collectively “Vendor Confidential Information”) constitute the valuable properties and trade secrets of Vendor, embodying substantial creative efforts which are secret, confidential, and not generally known by the public, and which secure to Vendor a competitive advantage. The City agrees during the term of this Agreement and the license granted hereunder, and thereafter, to hold the Vendor Confidential Information including any copies thereof and any documentation related thereto, in strict confidence and to not permit any person or entity to obtain access to it except as required for the City’s exercise of the license rights granted hereunder, and except as required by the parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act., § 24-72-201, et seq., C.R.S. (2003). In the event of a request to the City for disclosure of such information, the City shall advise Vendor of such request in order to give Vendor the opportunity to object to the disclosure of any of its documents which it marked as proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and Vendor agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. Vendor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of Vendor’s intervention to protect and assert its claim of privilege against disclosure under this Article including but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

27. LEGAL AUTHORITY:

A. Vendor assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken to enter into this Agreement.

B. The person signing and executing this Agreement on behalf of Vendor does hereby warrant and guarantee that he has been fully authorized by Vendor to execute this Agreement on behalf of Vendor and to validly and legally bind Vendor to all the terms, performances and provisions herein set forth.

C. The City shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either Vendor or the person signing the Agreement to enter into this Agreement.

28. NO CONSTRUCTION AGAINST DRAFTING PARTY: Each of the Parties acknowledge that they and their respective counsel have had the opportunity to review this Agreement, and that this Agreement shall not be construed against any party merely because this Agreement or any of its provisions have been prepared by a particular party.

29. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE: This Agreement consists of Paragraphs 1 through XX which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

- Exhibit A
- Exhibit B
- Exhibit C
- Exhibit D

In the event of (i) an irreconcilable conflict between a provision of Paragraphs 1 through XX, and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

- Paragraphs 1 through XX
- Exhibit A
- Exhibit B
- Exhibit C
- Exhibit D

30. SURVIVAL OF CERTAIN PROVISIONS: The parties understand and agree that all terms and conditions of this Agreement together with the exhibits and attachments hereto which, by reasonable implication, contemplate continued performance or compliance beyond the termination of this Agreement (by expiration of the term or otherwise) shall survive such termination and shall continue to be enforceable as provided herein. Without limiting the generality of the foregoing, the Vendor's obligations for the provision of insurance and to indemnify the City shall survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

31. INUREMENT: The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.

32. TIME IS OF THE ESSENCE: The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

33. FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, unreasonable delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unreasonable unavailability of equipment or software from suppliers, default of a subcontractor or vendor (if such default arises out of causes beyond their reasonable control), the actions or omissions of the other party or its officers, directors, employees, agents, Vendors or elected officials and/or other substantially similar occurrences beyond the party's reasonable control ("Excusable Delay") herein. In the event of any such Excusable Delay, time for performance shall be extended for a period of time as may be reasonably necessary to compensate for such delay.

34. PARAGRAPH HEADINGS: The captions and headings set forth herein are for convenience of reference only, and shall not be construed so as to define or limit the terms and provisions hereof.

35. CITY EXECUTION OF AGREEMENT: This Agreement is expressly subject to and shall not be or become effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver.

36. COUNTERPARTS OF THIS AGREEMENT: This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.

37. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Vendor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

38. PCI/DSS COMPLIANCE: [ONLY FOR CREDIT CARD INTERFACE]

A. The Vendor covenants and agrees to comply with Visa's Cardholder Information Security Program/CISP, MasterCard's Security Data Program and SDP Rules, and with all other credit card association or National Automated Clearing House Association (NACHA) rules or rules of member organizations (generally "Association"), and further covenants and agrees to maintain compliance with the Payment Card Industry Data Security Standards (PCI DSS), MasterCard Site Data Protection (SDP), and (where applicable) the VISA Payment Application Best Practices (PABP) (collectively, the "Security Guidelines"). Vendor represents and warrants that all of the hardware and software components that it utilizes for the

City or uses under this Agreement is and will be PCI DSS compliant. All service providers that Vendor uses under the Agreement must be recognized by VISA as compliant with PABP. Vendor further agrees to exercise reasonable due diligence to ensure that all of its service providers, agents, business partners, contractors, subcontractors and any person or entity that may have access to credit card information under this Agreement maintain compliance with the Security Guidelines and comply in full with the terms and conditions set out in this Section. Vendor further certifies that the meters, as described herein, are to be deployed in a manner that meets or exceeds the PADSS and/or PCI certification and will be deployed on a network that meets or exceeds PCI standards.

B. The Vendor shall not retain or store CVV2/CVC2 data subsequent to authorization of a credit card transaction, shall prohibit disclosure of any and all cardholder information, and in the event of a compromise of credit card information of any kind, Vendor shall immediately notify the City in writing, and shall provide, at Vendor's sole expense, all necessary and appropriate notification to parties and persons affected by such disclosure and compromise.

C. Vendor must provide verification to the City, prior to start up and ongoing annually during the term of this Agreement, that all modules of the Vendor's system(s) that interface with or utilize credit card information in any manner or form of collection are Payment Card Industry Data Security Standards (PCI DSS) compliant.

D. The Vendor must provide quarterly results of a network scan for all Internet or IVR payment acceptance modules that verify PCI DSS compliance, or in the City's sole discretion, allow the City's contracted PCI DSS compliance auditor full access to the Vendor's system(s) at any time to provide this verification to the City. Any cost associated with the City's contracted PCI DSS compliance auditor will be paid by the City. If any Association requires an audit of the Vendor or any of Vendor's Service Providers, agents, business partners, contractors or subcontractors due to a data security compromise event related to this Agreement, Vendor agrees to cooperate with such audit. If as a result of an audit of the City it is determined that any loss of information is attributable to the Vendor, the Vendor shall pay the City's reasonable costs relating to such audit, including attorney's fees. No review, approval, or audit by the City shall relieve the Vendor from liability under this section or under other provisions of this Agreement.

E. In addition to all other defense and indemnity obligations undertaken by the Vendor under this Agreement, the Vendor, to the extent that its performance of this Agreement includes the allowance or utilization by members of the public of credit cards to pay monetary obligations to the City or the Vendor, or includes the utilization, processing, transmittal and/or storage of credit card data by the Vendor, shall defend, release, indemnify and save and hold harmless the City against any and all fines, penalties, assessments, costs, damages or other financial obligations, however denominated, assessed against the City and/or the Vendor by credit card company(s), financial institution(s) or by the National Automated Clearing House Association (NACHA) or successor or related entity, including but not limited to, any credit card company fines, regardless of whether considered to be consequential, special, incidental or punitive damages, costs of notifying parties and persons affected by credit card information

disclosure, the cost of replacing active credit cards, and any losses associated with fraudulent transaction(s) occurring after a security breach or loss of information with respect to credit card information, and shall defend, release, indemnify, and save and hold harmless the City from any and all claims, demands, suits, actions, liabilities, causes of action or legal or equitable proceedings of any kind or nature, of or by anyone whomsoever, in any way affected by such credit card data or utilizing a credit card in the performance by Vendor of this Agreement. In furtherance of this, Vendor covenants to defend and indemnify the City and the Vendor shall maintain compliance with the Payment Card Industry Data Security Standard (PCI DSS) and with all other requirements and obligations related to credit card data or utilization set out in this Agreement.

39. Ownership of Data [CITY DATA ON VENDOR SYSTEM] Vendor acknowledges the CITY's ownership of the data to be installed upon the Vendor's System. Upon termination of this Agreement by either party, or upon conclusion of the Agreement term, Vendor agrees to extract all CITY-owned data from its System and deliver it to the CITY within 15 days. The data shall include all contents of all files created, maintained, and owned by the CITY, including all [LIST FORMS OF DATA]. The designated format for the data to be extracted shall be [DESIGNATE FORM] Appropriate documentation shall be provided. These Services will not be delayed or withheld by Vendor in the event of any legal proceeding initiated by either party. Vendor will be available throughout this period to answer questions about data schema, transformations, and other elements required to fully understand and utilize City's data file.

The remainder of this page left blank intentionally

SECTION E: ADDITIONAL REQUIRED INFORMATION

E.1 REFERENCE LISTING:

Vendors shall furnish the names, addresses and telephone numbers of a minimum of three (3) firms or government organizations for which the vendor has provided similar projects:

Company Name	_____
Address	_____
Reference	_____
Telephone Number	_____
Project Name	_____
Value	\$ _____
Company Name	_____
Address	_____
Reference	_____
Telephone Number	_____
Project Name	_____
Value	\$ _____
Company Name	_____
Address	_____
Reference	_____
Telephone Number	_____
Project Name	_____
Value	\$ _____

E.2 DISCLOSURE OF PRINCIPALS:

Pursuant to D.R.M.C. 20-69: all contract for professional or personal services which will exceed twenty-five thousand dollars (\$25,000.00); all proposals for use of real property of or by the City, the duration of which is one year or longer and which exceeds twenty-five thousand dollars (\$25,000.00) in revenue or cost; and all proposals for concession agreements for the use of City facilities or property must be accompanied by a separate detachable page setting forth the following information:

- (1) the names of any officer, director, owner or principal of the business entity, including the identity of any shareholder who owns or controls 5% or more of the business entity, and either 1) the names of his or her spouse, and children under eighteen years of age; or 2) a statement that he or she or his or her spouse, or children, if any, under the age of eighteen have or have not made a contribution, as defined in D.R.M.C. 15-32, or contribution in-kind, as defined in D.R.M.C. 15-32, to any candidate, as defined in D.R.M.C. 15-32, during the last five years and identifying by name himself or herself or any spouse or child under the age of eighteen who has made such a contribution or contribution in-kind to a candidate.
- (2) the name of any subcontractors or vendors whose share of the proposal exceeds \$100,000.00 of the contract or formal proposal amount; and
- (3) the names of any unions with which the vendor has a collective bargaining agreement.

See the following page___for a form which may be used for such vendor disclosure.

The information required in (1) above must be provided at the time of proposal submittal, and the information required in (2) and (3) must be submitted in a timely fashion prior to award.

Failure to provide the required information in a timely fashion shall render any proposal to which D.R.M.C. 20-69 applies non-responsive.

While a vendor who has already disclosed such information need not provide such information with a second or subsequent proposal unless such information has changed, it shall be the responsibility of each such vendor to verify that such information is still current as of the date of such subsequent proposal and is in fact on file with the City Clerk **by so stating and signing the Disclosure Form**. Failure to provide or update the required information in a timely fashion shall render any proposal to which D.R.M.C. 20-69 applies non-responsive.

VENDOR/CONTRACTOR/VENDOR/VENDOR DISCLOSURE

Bidding Entity's/Vendor's Name	Telephone Number	Form Completion Date
Address	Printed Name of Officer/Owner	
City, State, Zip Code	Signature of Officer/Owner	

Section 20-69, D.R.M.C. requires the disclosure of the name of each officer, director, shareholder who owns or controls 5% or more of the business entity, principal, and owner of each bidding or proposing entity, and either the names of the spouses of those individuals and the names of their children under the age of eighteen (18), or a statement in lieu of the disclosure of the names of such spouses and children as set forth below in the "Certified Statement in Lieu of Disclosure". **The names of officers, directors, 5% shareholders, principals and owners must be disclosed in either event.** Required disclosures also include the names of any subcontractor/supplier receiving more than \$100,000.00 of work and the names of any unions with which the bidder/Vendor has a collective bargaining agreement.

This page may be photocopied if additional space is required.

The individuals listed below are disclosed as having the noted relationship with the business entity/Vendor listed above. Show appropriate letter in the box to the left. Use center box for relationship to another line number: A=Officer, B=Director, C=Principal, D=Owner, E=Controller of 5% or more of the stock, F=Spouse, G=Child under age 18, H=Subcontractor, I=Supplier, J=Union. Identify with an asterisk (*) all listed persons who have made a contribution or contribution in-kind, as defined by Section 15-32 D.R.M.C., within the last five years.

- | | |
|------------------|-------------------|
| 1. [] [] _____ | 9. [] [] _____ |
| 2. [] [] _____ | 10. [] [] _____ |
| 3. [] [] _____ | 11. [] [] _____ |
| 4. [] [] _____ | 12. [] [] _____ |
| 5. [] [] _____ | 13. [] [] _____ |
| 6. [] [] _____ | 14. [] [] _____ |
| 7. [] [] _____ | 15. [] [] _____ |
| 8. [] [] _____ | 16. [] [] _____ |

**BIDDER/CONTRACTOR/VENDOR/VENDOR CERTIFIED STATEMENT
IN LIEU OF DISCLOSURE OF NAMES OF SPOUSES AND CHILDREN**

I hereby certify that, except as identified by an asterisk above, no officer, director, shareholder who owns or controls 5% or more of the business entity, principal, or owner or his or her spouse or child under eighteen years of age has made a contribution, as defined at Section 15-32 D.R.M.C., or a contribution in kind, as defined at Section 15-32 D.R.M.C., to a candidate, as defined at Section 15-32 D.R.M.C., during the last five years.

Printed Name of Officer/Owner of Bidding/Proposing entity

Signature of Officer/Owner of Bidding/Proposing entity

E.3 VENDOR'S CHECK LIST:

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

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

E.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	Vendor Entity Type (check one)
Remittance Name	<input type="checkbox"/> Individual <input type="checkbox"/> LLP/LLC
Remittance Address	<input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor
City, State, Zip	<input type="checkbox"/> Corporation <input type="checkbox"/> Government
	<input type="checkbox"/> Exempt/Non-Profit <input type="checkbox"/> Employee

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).

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

SSN +

EIN +

Individual

SSN +

General Partnership

EIN +

Corporation

EIN +

S-Corporation

EIN +

LLC

EIN +

LLP

EIN +

Government Entity

EIN +

Exempt or Non-Profit Organization

EIN +

If your business is a Foreign Entity please request a Form W-8 Certificate of Foreign Status from your City & County of Denver contact.

CERTIFICATION

Under penalties of perjury, I certify that:

- 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** _____

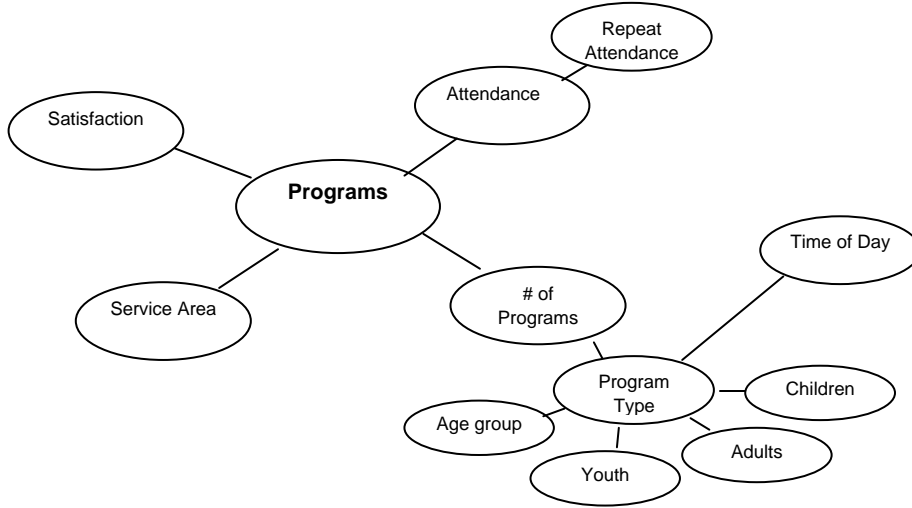
Denver Public Library
Data Junctures by Manager Survey Priority Order

RANKED BY THE NUMBER OF RESPONSES FROM MANAGERS - AS INFORMATION USED OR NEEDED
THE NEW ILS WILL SOLVE MANY OF THESE DATA NEEDS

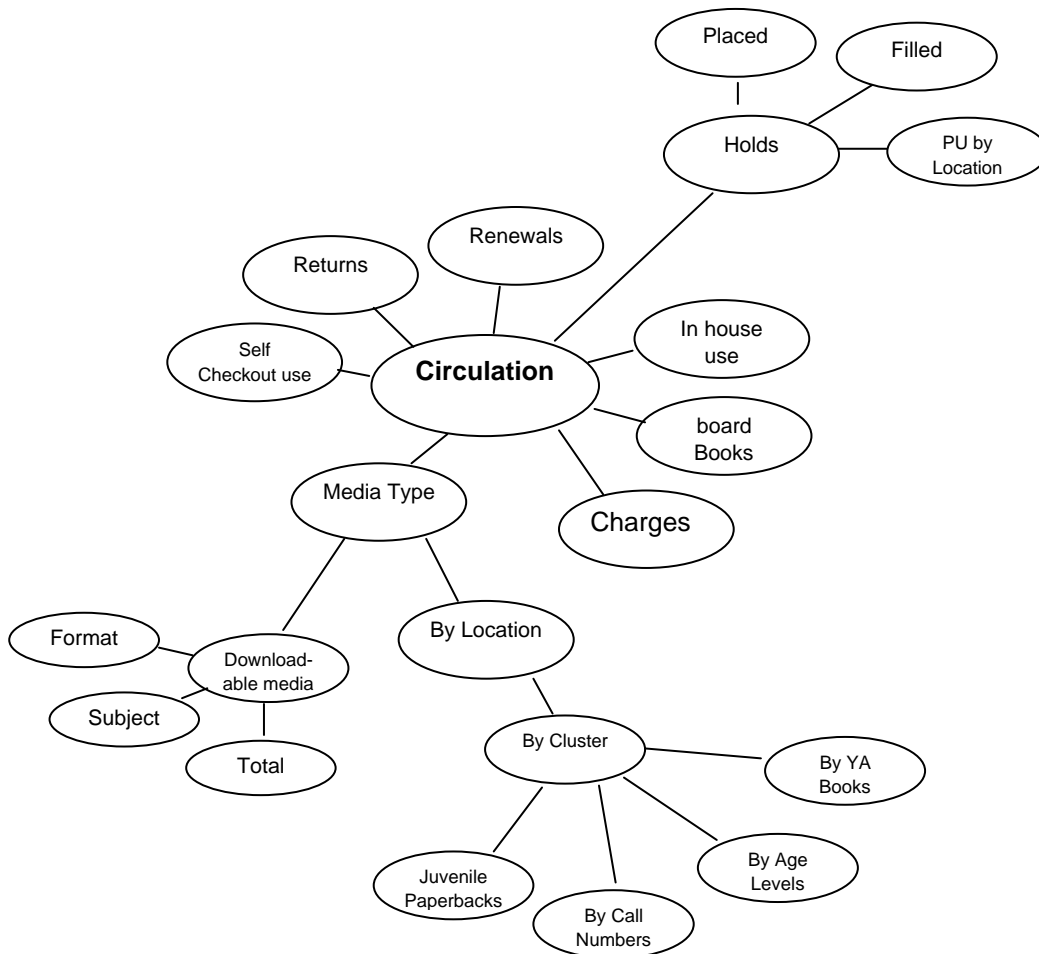
THE VENDOR SHOULD NOTE THAT SOME OF THESE DATA POINTS WILL BE CAPTURED BY POLARIS ILS

Revised 11-16-2010

Data Priority: 1 Programs data

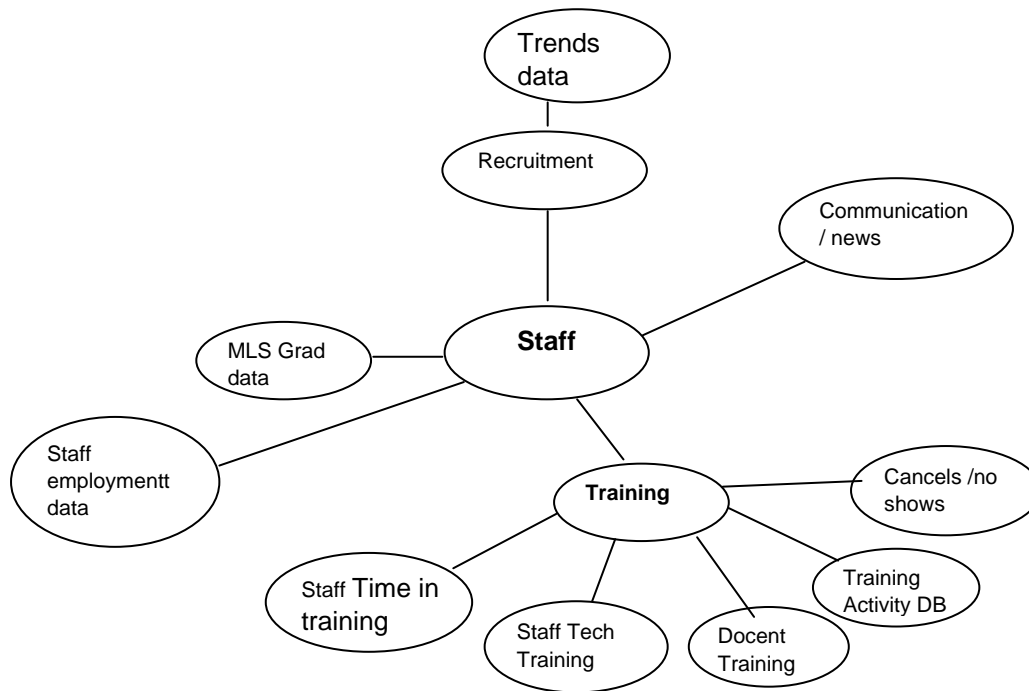


Data Priority: 2 Circulation data (This data will be gathered by the Integrated Library System-Polaris)

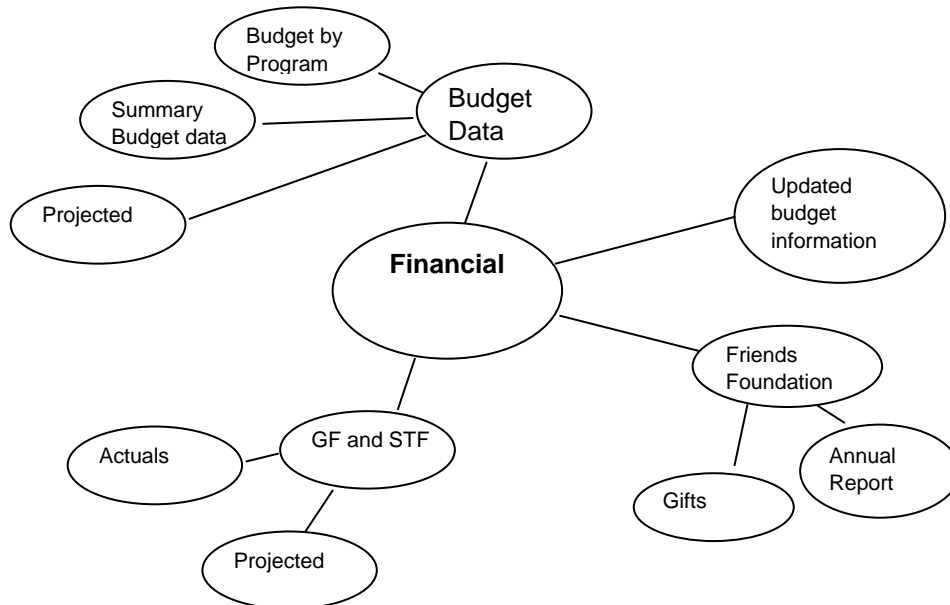


Denver Public Library
Data Junctures by Manager Survey Priority Order

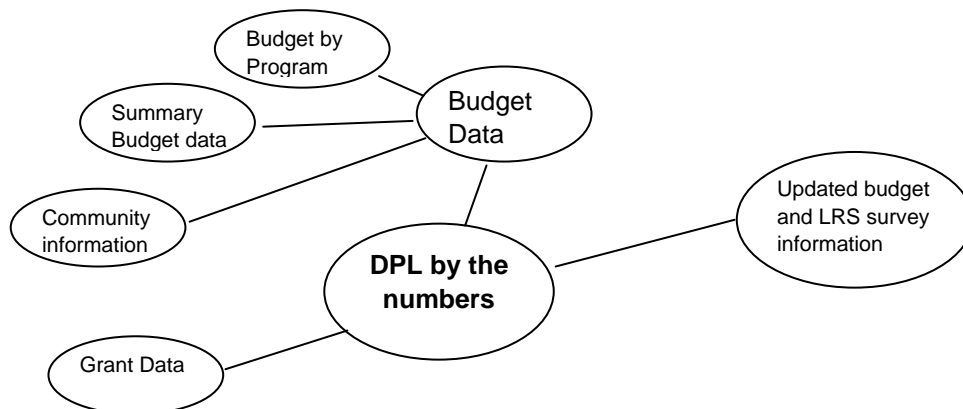
Data Priority: 3 Staff Data



Data Priority: 4 Financial data

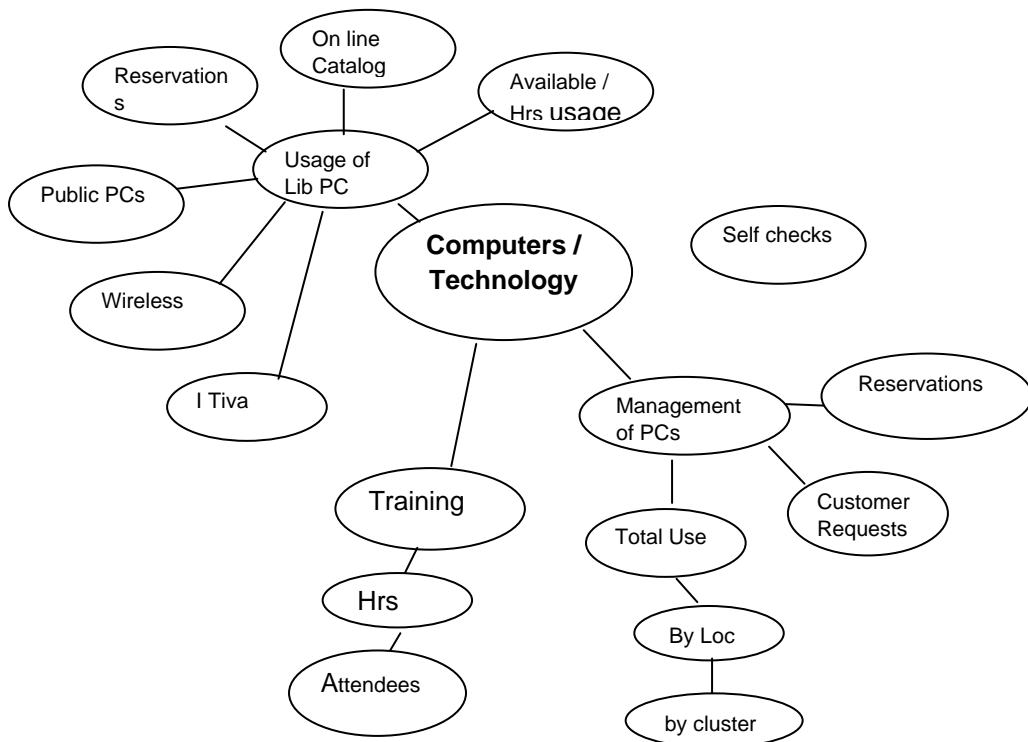


Data Priority: 4A DPL by the Numbers

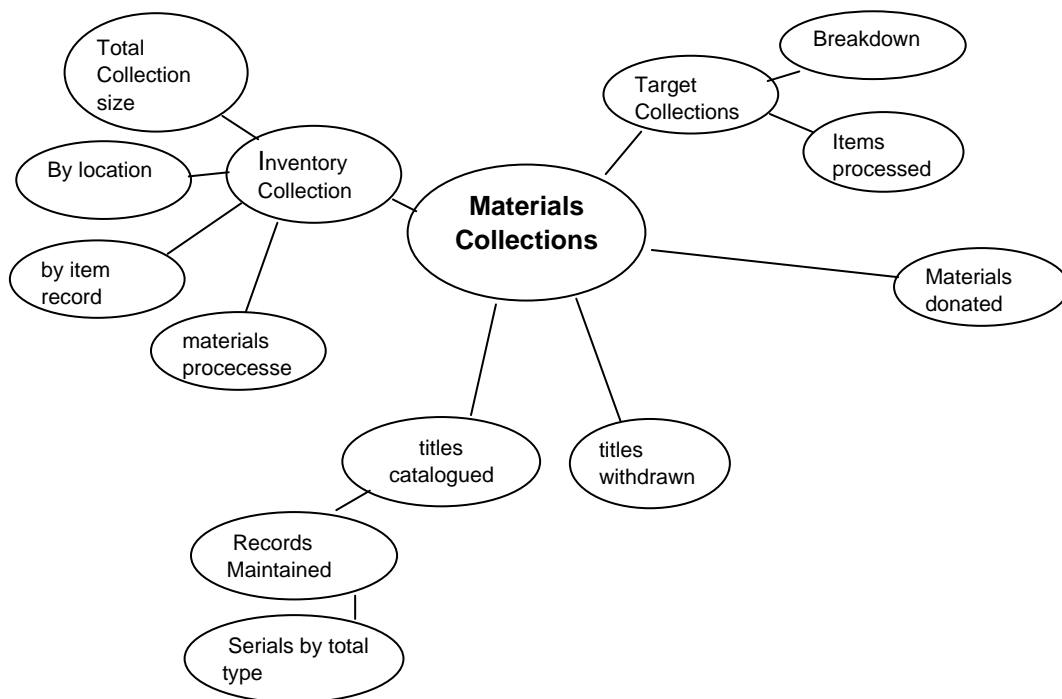


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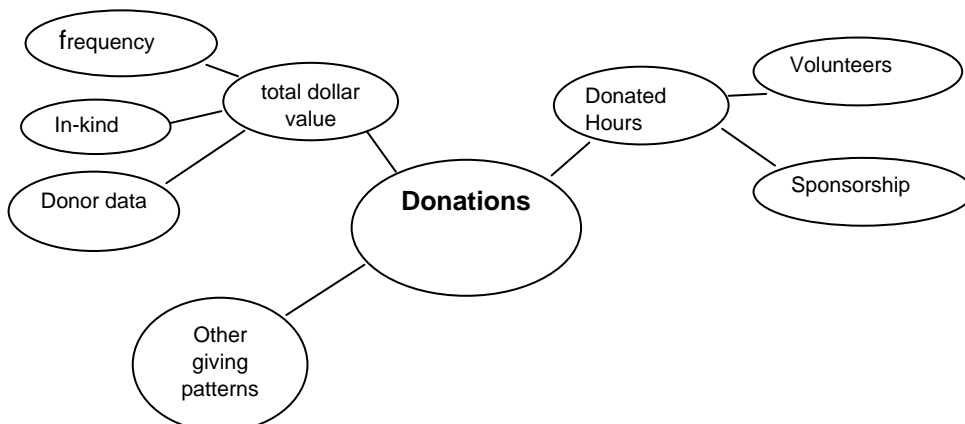
Data Priority: 5 Computer / Technology Data / Scheduling and calendaring (May be Phase II)



**Data Priority: 6 Collections / Inventory Data
(this data will be collected by the Integrated Library System-Polaris)**

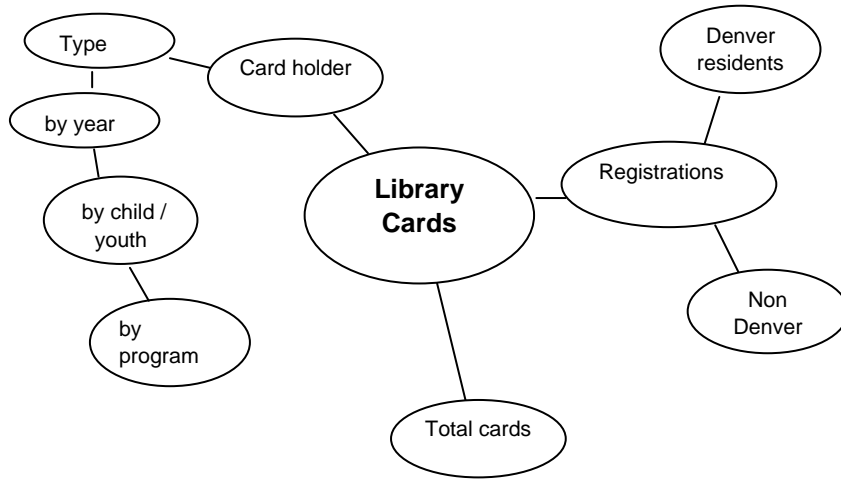


Data Priority: 7 Donations data

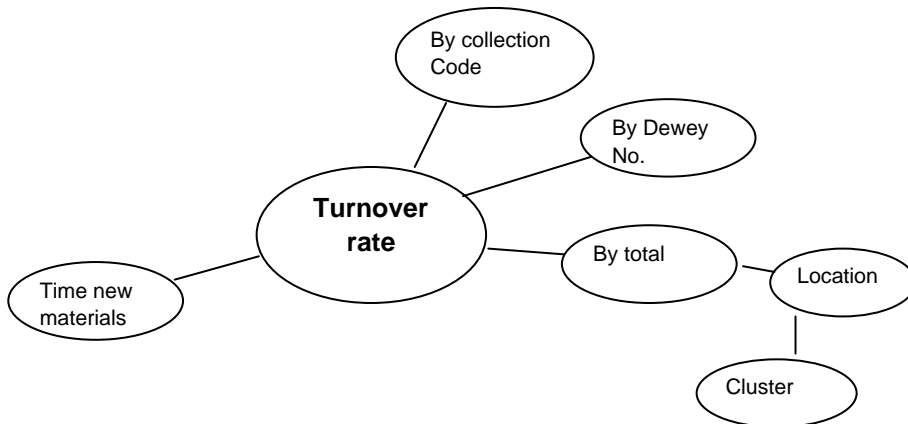


Denver Public Library
Data Junctures by Manager Survey Priority Order

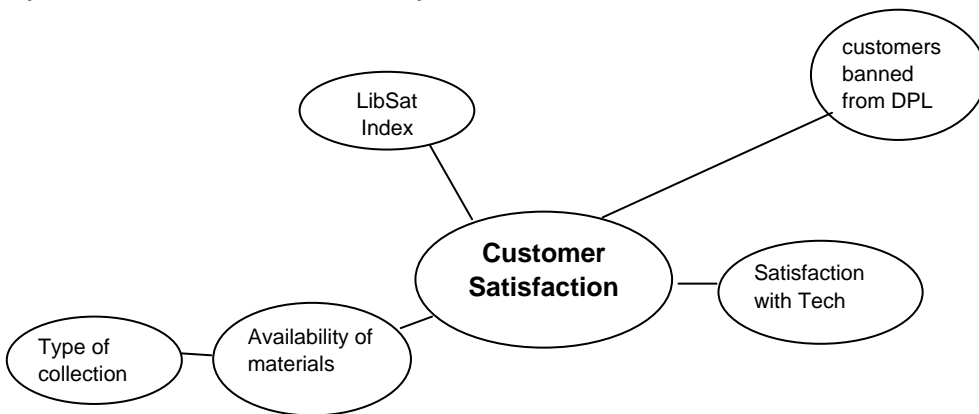
Data Priority: 8 Library cards data (this data will be collected by the Integrated Library System-Polaris)



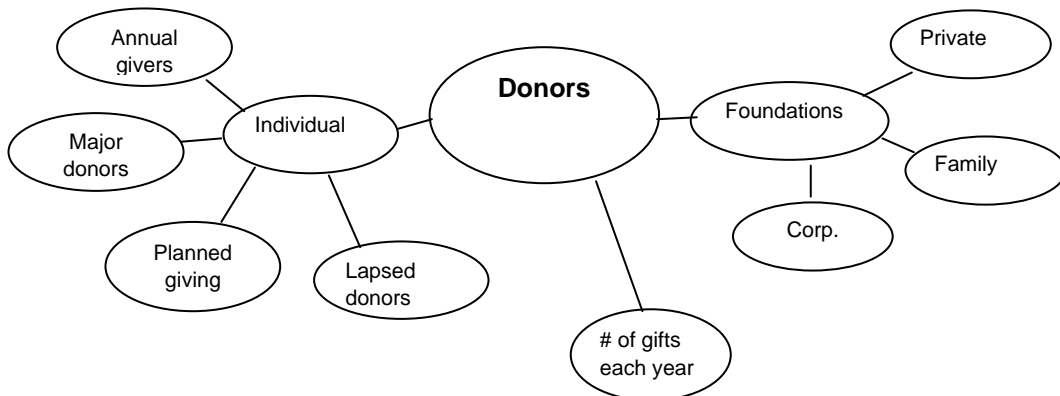
Data Priority: 9 Library Materials Turnover rate data
(Data collected by the Integrated Library System-Polaris)



Data Priority: 10 Customer Satisfaction and survey data

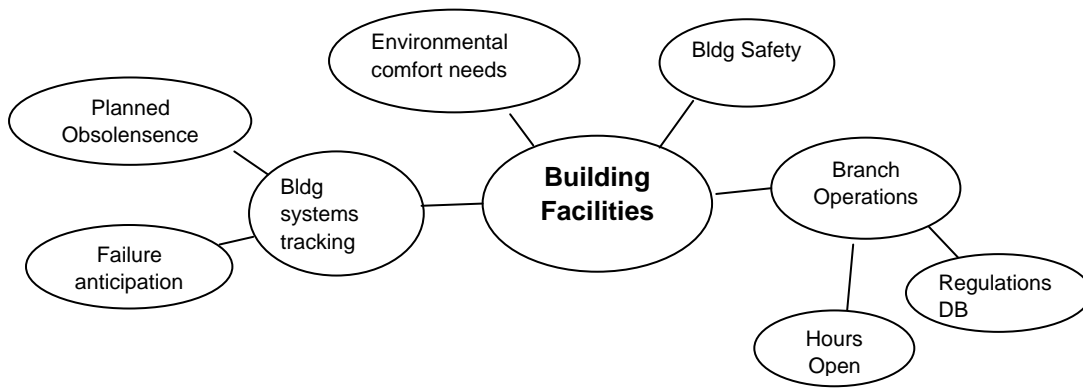


Data Priority: 11 Donors data

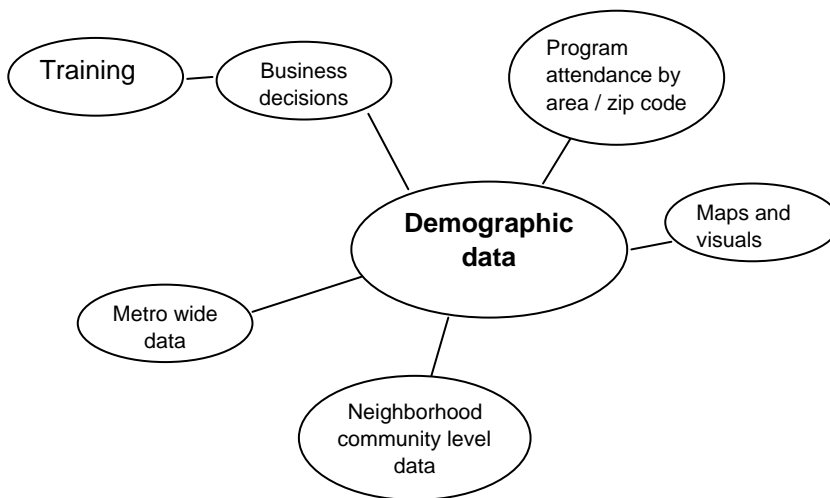


Denver Public Library
Data Junctures by Manager Survey Priority Order

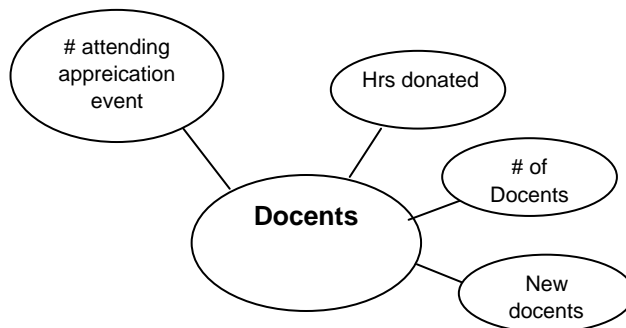
Data Priority: 12 Building / facilities data (Possible Facilities Software CMMS)



Data Priority: 13 Demographic data



Data Priority: 14 Docents data



Data Priority: 15 Door counts (visits) data

