



**Denver Public Schools
Purchasing Department
900 Grant Street, Room 301
Denver, CO 80203**

Dear Vendor:

Thank you for obtaining this Request for Proposal on-line.

Denver Public Schools Purchasing Department is not currently using an on-line "Bid Provider", which would track and charge Vendors to obtain our solicitations; therefore, it is the Vendor's responsibility to check our web site periodically to ensure that Addendums have not been issued against them. It is highly recommended that you notify the appropriate Buyer, via email (email address is on the following page), that you have obtained this solicitation.

Your response must be received before the due date and time as specified. If you are hand delivering your response on the due date, allow enough time to find parking (the District does have a parking lot but space is limited and access may be denied) and security check-in. The District will not accept an email or fax response to this Request for Proposal. You are responsible for addressing the envelope as indicated below. If your offer arrives late, whether it was hand delivered or sent by other sources, it will be returned to you unopened. Address the envelope as follows:

**Denver Public Schools
Purchasing Department
900 Grant Street, Room 301
Denver, CO 80203**

ATTN: BD1216



Denver Public Schools
Purchasing Department
900 Grant Street, Room 301
Denver, Colorado 80203

REQUEST FOR PROPOSAL BD1216

COVER SHEET

Date: May 7, 2007
Proposal number: BD1216
Proposal title: FOOD SERVICE POLOS, CHEF COATS AND APRONS
Proposals will be received until: June 4, 2007
3:00 p.m., local standard time
at 900 Grant Street, Room 301.
Goods or services to be delivered to or performed at: Enterprise Management Warehouse
For additional information please contact the buyer: JoAnn Cuthbertson, CPPB
720-423-5617
Email Address: joann_cuthbertson@dpsk12.org
Bid Hot Line: 720-423-3489
Award Hot Line: 720-423-3682
Documents included in this package: Request for Proposal Cover Sheet
General Terms and Conditions
Special Terms and Conditions
Specification and Pricing Form
Use of Federal Funds Forms (2)
Vendor Information Form
Diversity Business Certification Form

If any of the documents listed above are missing from this package, they may be picked up at 900 Grant, Room 301. If you require additional information, call Denver Public Schools contact person.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the vendor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) that the offer is being submitted on behalf of the vendor in accordance with any terms and conditions set forth in this document, and (4) that the vendor will accept any awards made to it as a result of the offer submitted herein for a minimum of ninety calendar days following the date of submission.

PRINT OR TYPE YOUR INFORMATION

Name of Company: _____ Fax: _____
Address: _____ City/State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone: _____
Authorized Representative's Signature: _____ Phone: _____
Printed Name: _____ Title: _____ Date: _____
Email Address: _____ Approved by: _____ Date: _____
Reviewed by: _____ Date: _____



Denver Public Schools
Purchasing Department
900 Grant Street, Room 301
Denver, Colorado 80203

REQUEST FOR PROPOSAL BD1216

GENERAL TERMS AND CONDITIONS

I. **APPLICABILITY.** These General Terms and Conditions apply, but are not limited, to all bids, proposals, qualifications and quotations (hereinafter referred to as "Offers" or "Responses") made to the Denver Public Schools (hereinafter referred to as "District") by all prospective suppliers (herein after referred to as "Vendors") in response, but not limited, to Invitations to Bid, Requests for Proposals, Requests for Qualifications, and Requests for Quotations (hereinafter referred to as "Solicitations").

II. CONTENTS OF OFFER

A. General Conditions. Vendors are required to submit their Offers in accordance with the following expressed conditions:

1. Vendors shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of materials and services as required by the conditions of the Solicitation. No plea of ignorance by the Vendor of conditions that exist or that may hereafter exist as a result of failure to fulfill the requirements of the contract documents will be accepted as the basis for varying the requirements of the District or the compensation to the Vendor.
2. Vendors are advised that all District contracts are subject to all legal requirements contained in the District Board policies, the Purchasing Department's procedures and state and federal statutes. When conflicts between the Solicitation and these legal documents occur, the highest authority will prevail.
3. Vendors are required to state exactly what they intend to furnish to the District via this Solicitation and must indicate any variances to the terms, conditions, and specifications of this Solicitation no matter how slight. If variations are not stated in the Vendor's Offer, it shall be construed that the Vendor's Offer fully complies with all conditions identified in this Solicitation.
4. Denver Public Schools intends and expects that the contracting processes of the District and its Vendors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Vendors make available equal opportunities to the extent third parties are engaged to provide goods and services to the District as subcontractors, vendors, or otherwise. Accordingly, the Vendor shall not discriminate on any of the foregoing grounds in the performance of the contract, and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the contract (**joint ventures are encouraged**). The Vendor shall disseminate information regarding all subcontracting opportunities under this contract in a manner reasonably calculated to reach all qualified potential subcontractors who may be interested. The Vendor shall maintain records demonstrating its compliance with this article and shall make such records available to the District upon the District's request.

5. All Offers and other materials submitted in response to this Solicitation shall become the property of the Denver Public Schools.
 6. Open Records. The Vendor understands that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, § 24-72-201, et seq., C.R.S. (2006), and that in the event of a request to the District for disclosure of such information, the District shall advise the Vendor of such request in order to give the Vendor the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the District will tender all such material to the court for judicial determination of the issue of disclosure and the Vendor agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. The Vendor further agrees to defend, indemnify and save and hold harmless the District, its officers, agents and employees, from any claims, damages, expenses, losses or costs arising out of the 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 District of all reasonable attorney fees, costs and damages that the District may incur directly or may be ordered to pay by such court.
- B. Worker's Compensation Insurance. Each contractor and subcontractor shall maintain at his own expense until completion of his work and acceptance thereof by the District, Worker's Compensation Insurance, including occupational disease provisions, covering the obligations of the contractor or subcontractor in accordance with the provisions of the laws of the State of Colorado. The contractor shall furnish the District with a certificate giving evidence that he is covered by the Worker's Compensation Insurance herein required, each certificate specifically stating that such insurance includes occupational disease provisions and provisions preventing cancellation without five days' prior notice to the District in writing.
- C. Clarification and Modifications in Terms and Conditions
1. Where there appear to be variances or conflicts between the General Terms and Conditions, the Special Terms and Conditions and the Technical Specifications outlined in this Solicitation, the Technical Specifications then the Special Terms and Conditions will prevail.
 2. If any Vendor contemplating submitting an Offer under this Solicitation is in doubt as to the true meaning of the specifications, the Vendor must submit a **written request** for clarification to the District's Contact person as stated in the Special Terms and Conditions. The Vendor submitting the request shall be responsible for ensuring that the request is received by the District at least five calendar days prior to the scheduled Solicitation opening or as stated in the Special Terms and Conditions.

Any official interpretation of this Solicitation must be made, in writing, by an agent of the District's Purchasing Department who is authorized to act on behalf of the District. The District shall not be responsible for interpretations offered by employees of the District who are not agents of the District's Purchasing Department.

The District shall issue a written addendum if substantial changes which impact the technical submission of Offers are required. Such addenda will be posted on the Purchasing Department web site (<http://purchasing.dpsk12.org/bids/default.asp>). Vendors are responsible for either revisiting this website prior to the due date or contacting the designated buyer to ensure that they have any addenda which may have been issued after the initial download. The Vendor shall certify its acknowledgment of the addendum by signing the addendum and returning it with its Offer. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

D. Prices Contained in Offer--Discounts, Taxes, Collusion

1. Vendors may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Offers; discounts for periods of less than twenty days, however, will not be considered in making the award.

2. Vendors shall not include federal, state, or local excise or sales taxes in prices offered, as the District is exempt from payment of such taxes.
3. The Vendor, by affixing its signature to this Solicitation, certifies that its Offer is made without previous understanding, agreement, or connection either with any persons, firms or corporations making an Offer for the same items, or with the District. The Vendor also certifies that its Offer is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To insure integrity of the District's public procurement process, all Vendors are hereby placed on notice that any and all Vendors who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.

III. PREPARATION AND SUBMISSION OF OFFER

A. Preparation

1. The Offer must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Vendor must be initialed **in blue ink** by the authorized agent of the Vendor.
2. Offers must contain, **in blue ink**, a manual signature of an authorized agent of the Vendor in the space provided on the Solicitation cover page. **The original cover page of this Solicitation must be included in all Offers. If the Vendor's authorized agent fails to sign and return the original cover page of the Solicitation, its Offer shall be invalid and shall not be considered.**
3. Unit prices shall be provided by the Vendor on the Solicitation's Specification and Pricing Form when required in conjunction with the prescribed method of award and **shall be for the unit of measure requested**. Prices that are not in accordance with the measurements and descriptions requested may be considered non-responsive and may not be considered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
4. Alternate Offers will not be considered unless expressly permitted in the Specification's Special Terms and Conditions.
5. The accuracy of the Offer is the sole responsibility of the Vendor. No changes in the Offer shall be allowed after the date and time that the Offers are due.

B. Submission

1. The Offer shall be sealed in an envelope with the vendor's name and the RFP number on the outside.
2. Unless otherwise specified, when a Specification and Pricing form is included as a part of the Solicitation, it must be used when the Vendor is submitting its Offer. The Vendor shall not alter this form (e.g. add or modify categories for posting prices offered) unless expressly permitted in the addendum duly issued by the District. No other form shall be accepted.
3. Offers submitted via facsimile machines or email will not be accepted.
4. Vendors which qualify their Offers by requiring alternate contractual terms and conditions as a stipulation for contract award must include such alternate terms and conditions in their Offers. The District reserves the right to declare Vendors' Offers as non-responsive if any of these alternate terms and conditions are in conflict with the District's terms and conditions, or if they are not in the best interests of the District.

- C. Late Offers. Offers received after the date and time set for the opening shall be considered non-responsive and returned unopened to the Vendor.

- D. Vendor Information. All Vendors are required to complete the Vendor Information Form that is included in this solicitation.

IV. MODIFICATION OR WITHDRAWAL OF OFFERS

- A. Modifications to Offers. Offers may only be modified in the form of a written notice on company letterhead and must be received prior to the time and date set for the Offers to be opened. Each modification submitted to the District's Purchasing Department must have the Vendor's name and return address and the applicable Solicitation number and title clearly marked on the face of the envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the District's Purchasing Department will be considered the valid modification.
- B. Withdrawal of Offers
1. Offers may be withdrawn prior to the time and date set for the opening. Such requests must be made in writing on company letterhead.
 2. In accordance with the Uniform Commercial Code, Offers may not be withdrawn after the time and date set for the opening for a period of ninety calendar days. If an Offer is withdrawn by the Vendor during this ninety day period, the District may, at its option, suspend the Vendor from the bid list and may not accept any Offer from the Vendor for a six month period following the withdrawal.

V. REJECTION OF OFFERS

- A. Rejection of Offers. The District may, at its sole and absolute discretion:
1. Reject any and all, or parts of any or all, Offers submitted by prospective Vendors;
 2. Readvertise this Solicitation;
 3. Postpone or cancel the process;
 4. Waive any irregularities in the Offers received in conjunction with this Solicitation to accept an offer(s) which has additional value or function and/or is determined to be more advantageous to the District; and/or
 5. Determine the criteria and process whereby Offers are evaluated and awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by the District.
- B. Rejection of a Particular Offer. The District may, at its sole and absolute discretion, reject an offer under any of the following conditions:
1. The Vendor misstates or conceals any material fact in its Offer;
 2. The Vendor's Offer does not strictly conform to the law or the requirements of the Solicitation;
 3. The Offer expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation's Special Terms and Conditions;
 4. The Offer does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Offer in conjunction with the Solicitation's Special Terms and Conditions and/or Technical Specifications; or
 5. The Offer has not been executed by the Vendor through an authorized signature on the Specification's Cover Sheet.

C. Elimination From Consideration

1. An Offer may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the District upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the District.
2. An Offer may not be accepted from, nor any contract awarded to, any person or firm which has failed to perform faithfully any previous contract with the District, state or federal government, for a minimum period of three years after this previous contract was terminated for cause.

D. The District reserves the right to waive any technical or formal errors or omissions and to reject any and all bids, or to award contract for the items hereon, either in part or whole, if it is deemed to be in the best interest of the District to do so.

VI. AWARD OF CONTRACT. The District shall award a contract to a Vendor through the issuance of a Purchase Order or a Notice of Award. The General Terms and Conditions, the Special Terms and Conditions, any Technical Specifications, the Vendor's Offer, and the Purchase Order or Notice of Award are collectively an integral part of the contract between the Denver Public Schools and the successful Vendor. Accordingly, these documents shall constitute a binding contract without further action by either party.

VII. APPEAL OF AWARD. Vendors may appeal by submitting, **in writing**, a detailed request for reconsideration to the District's Director of Purchasing within 72 hours after the recommendation of award is posted on the Purchasing Department's web site at <http://purchasing.dpsk12.org/bids/default.asp>, provided that the appeal is sought by the Vendor prior to the District finalizing a contract with the selected vendor.

VIII. CONTRACTUAL OBLIGATIONS

- A. Local, State and Federal Compliance Requirements. Successful Vendors shall be familiar and comply with all local, state, and federal directives, ordinances, rules, orders, and laws applicable to, and affected by, this contract including, but not limited to, Equal Employment Opportunity (EEO) regulations, Occupational Safety and Health Act (OSHA), and Title II of the Americans with Disabilities Act (ADA).
- B. Disposition. The Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, including any or all of its right, title or interest therein, or its power to execute such contract to any person, company or corporation, without prior written consent of the District.
- C. Employees. All employees of the Vendor shall be considered to be, at all times, employees of the Vendor, under its sole direction, and not an employee or agent of the District.
 1. The District may require the Vendor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable, and whose continued employment on District property is not in the best interest of the District.
 2. The Vendor shall not employ, retain, hire or use any individual that has been convicted of any felony charges as the same is defined under the laws of the State of Colorado in the performance of the services to be rendered and materials to be provided to the District pursuant to this Solicitation unless the Vendor receives prior written permission.
 3. In accordance with the District's policy regarding the use of tobacco products, no employee of the Vendor shall be permitted to use tobacco products when performing work on District property.

4. To protect the staff and program against undue invasion of the school or work day, sales representatives shall not be permitted in schools or other departments for the purpose of making sales unless authorized to do so by the Director of Purchasing or his/her designee. If special or technical details concerning goods or services to be purchased are required, the involvement of vendors should be coordinated through the Purchasing Department.
- D. Delivery. Prices, quotes and deliveries are to be **FOB destination, freight prepaid**, and shall require inside delivery unless otherwise specified in the Solicitation's Special Terms and Conditions. Title and risk of loss shall pass to the District upon inspection and acceptance by the District at its designated point of delivery, unless otherwise specified in the Special Terms and Conditions. In the event that the Vendor defaults on its contract or the contract is terminated for cause due to performance, the District reserves the right to reprocur the materials or services from the next lowest Vendor or from other sources during the remaining term of the terminated/defaulted contract. Under this arrangement, the District shall charge the Vendor any difference between the Vendor's price and the price to be paid to the next lowest Vendor, as well as any costs associated with the resolicitation effort
 - E. Material Priced Incorrectly. As part of any award resulting from this process, vendor(s) will discount all transactions as agreed. In the event the District discovers, through its contract monitoring process or formal audit process, that material was priced incorrectly, vendor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.

IX. MODIFICATIONS TO EXISTING CONTRACT. Terms and conditions may be added, modified, and deleted upon mutual agreement between agents of the District and the Vendor provided that such terms and conditions remain within the scope and original intent of the Solicitation. Said terms and conditions may include, but are not limited to, additions or deletions of service levels and/or commodities and/or increases or decreases in the time limits for an existing contract. Any and all modifications must be expressed in writing through a Memorandum of Understanding and executed by authorized agents of the District and the Vendor prior to the enactment of such modifications.

X. TERMINATION OF CONTRACT

- A. The District may, by written notice to the successful Vendor, terminate the contract if the Vendor has been found to have failed to perform its service in a manner satisfactory to the District as per specifications, including delivery as specified. The date of termination shall be stated in the notice. The District shall be the sole judge of non-performance.
- B. The District may cancel the contract, without penalty, upon thirty days written notice for reason other than cause. This may include the District's inability to continue with the contract due to the elimination or reduction of funding.



Denver Public Schools
Purchasing Department
900 Grant Street, Room 301
Denver, Colorado 80203

REQUEST FOR PROPOSAL BD1216

SPECIAL TERMS AND CONDITIONS

SCHEDULE OF ACTIVITIES: The following activities outline the process to be used to solicit vendor responses and to evaluate each vendor proposal.

May 7, 2007
May 18, 2007
June 4, 2007
July 1, 2007

Distribute Request for Proposal
Deadline for submitting questions
Proposal deadline
Award contract

PURPOSE OF SOLICITATION - TO ESTABLISH A CONTRACT FOR ITEMS: The purpose of this Solicitation is to establish a contract for the purchase of Food Service Polo Shirts, Chef Coats and Aprons. Although the successful Vendor(s) will be designated as the sole provider(s) of specific awarded items to the District during the effective period of the contract, it is hereby agreed and understood that the Vendor may be required to provide periodic shipments throughout the term of the contract.

TERM OF CONTRACT: This contract shall commence on July 1, 2007 and shall remain in effect through June 30, 2008.

OPTION TO RENEW FOR SUBSEQUENT YEARS (WITH PRICE ADJUSTMENT): The prices or discounts quoted in this Solicitation shall prevail for term of the contract, at which time the District shall have the option to renew the contract for two subsequent one year periods. The optional renewal periods shall not exceed two years for a total possible contract of three years. Continuation of the contract beyond the initial period is a District prerogative and not a right of the Vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the District. During the option period, the District will consider an adjustment to the pricing structure if the manufacturer or a supplier notifies the Vendor of a price adjustment. It shall be understood that such price adjustments shall not exceed the amount passed on to the Vendor. The Vendor shall notify the District of such adjustments during the option period at least sixty calendar days prior to the effective date of the new price to be charged to the District. The District reserves the right to reject any price adjustments submitted by the Vendor and/or to terminate the contract with the Vendor based on such price adjustments.

ESTIMATED CONTRACT VALUE: The estimated total value of this contract is \$44,000.00. This estimate is based on the District's actual needs and usage during the prior twelve month period and expected costs of additional items requested for purchase. It shall be understood and agreed that the estimate provided in this solicitation is for the Vendor's guidance only. No guarantee is expressed or implied as to the dollars that will be used during the contract period. The District is not obligated to place an order for any given amount subsequent to the award of this Solicitation.

USE OF FEDERAL FUNDS: In order to comply with Federal regulations for the purchase of products utilizing federal funds all vendors are required to complete the following attached forms and include them with their proposal. The two forms are:

- CERTIFICATION REGARDING LOBBYING
- DISCLOSURE OF LOBBYING ACTIVITIES, (if applicable)

The failure to complete and return these forms with your proposal may render it non-responsive.

RECAP OF OFFERS SUBMITTED: Vendors wishing to receive a recap after recommended award of the Solicitation may do so by including an email address in the space provided: _____

RESPONSE TO QUESTIONS: Questions which arise during the response preparation period regarding issues around the Solicitation, purchasing and/or award should be directed, in writing, via email to joann_cuthbertson@dpsk12.org, via fax or U.S. mail, to *JoAnn Cuthbertson, CPPB, Buyer*, Food and Nutrition Services, Denver Public Schools, 2320 West Fourth Avenue, Denver, Colorado 80223, fax number (720) 423-5629. The Vendor submitting the question shall be responsible for ensuring that the Buyer receives the question at least ten calendar days prior to the scheduled opening of the Solicitation.

Any official interpretation of this Solicitation must be made by an agent of the District's Purchasing Department who is authorized to act on behalf of the District. The District shall not be responsible for interpretations offered by employees of the District who are not agents of the District's Purchasing Department.

METHOD OF ORDER: The Food Service office will issue a dated, signed Vendor Order to the Vendor by email or fax. **Confirmation of receipt of the Vendor Order is required within twenty-four hours either by phone, email or return FAX.** The Vendor Order will specify the amount requested, the specific item bid by the Vendor and the bid price, before any discount. The Vendor Order sequence number **must** be referenced on the invoice or packing list.

DELIVERY TIMES, LOCATIONS, AND REQUIREMENTS: The Vendor shall deliver all items requested through this Solicitation to the Enterprise Management Warehouse which is located at 301 Wyandot Street, Denver, Colorado 80223. Delivery time and location must be scheduled by calling the Warehouse at 720-423-5633 or 720-423-5665 forty-eight hours in advance or by agreed on predetermined standard appointment. Deliveries shall only be allowed between the hours of 7:00 a.m. and 3:00 p.m., Monday through Friday, excluding District holidays. The Department of Food and Nutrition Services requires complete deliveries, by line item, within three weeks of the placement of the order. Balances of any incomplete deliveries, by line item, must be filled within the following two-week period. Any additional lead-time required by the manufacturer shall be stated in the Bid. Partial deliveries may be considered complete. Deliveries must be on four-way pallets.

PACKING SLIP AND/OR DELIVERY TICKET: The Vendor shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this Solicitation. The packing slip shall be attached to the shipping carton(s), which contain the items and shall be made available to the District's authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information: Vendor Order number, date of order, a complete listing of items being delivered, and back-order quantities and estimated delivery date of back-orders if applicable and allowable. The District's Receiving representative has the authority to reject shipments that do not conform to this requirement.

MATERIAL PRICED INCORRECTLY: As part of any award resulting from this process, Vendor(s) will discount all transactions as agreed. In the event the District discovers, through its contract monitoring process or formal audit process, that material was priced incorrectly, Vendor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.

METHOD OF PAYMENT - PERIODIC INVOICES FROM COMPLETED DELIVERIES: The successful Vendor shall submit an invoice to the Department of Food and Nutrition Services, 2320 West Fourth Avenue, Denver, Colorado 80223, Attention: Deb Spangler. The invoice shall reference the appropriate Vendor Order number, the delivery address, and the corresponding delivery ticket or packing slip number that was signed by the authorized representative of the District when the items were delivered and accepted. The periodic invoices shall not exceed thirty calendar days from the delivery of the items. Under no circumstances shall the invoices be submitted to the District in advance of the delivery and acceptance of the items.

DEFICIENCIES, DEFECTS AND/OR DAMAGES TO PRODUCTS SHALL BE CORRECTED BY VENDOR: The successful Vendor shall promptly correct all deficiencies, defects and/or damages in equipment or products delivered to the District in accordance with this Solicitation. All corrections shall be made within 10 calendar days after such deficiencies; defects and/or damages are verbally reported to the Vendor by the Purchasing Department. The Vendor shall be responsible for filing, processing and collecting all damage claims against the shipper when applicable.

SHIPPING TERMS - FOB DESTINATION: All Vendors shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized District representative.

CONSIGNMENT OF CONTRACT NOT ALLOWED: Responses will only be considered from firms which are directly engaged in the business of manufacturing or distributing the goods and/or performing the services described in this Solicitation. Accordingly, no part of this contract can be consigned to another vendor.

INDEMNIFICATION: The successful Vendor shall indemnify and hold the District harmless from any and all claims, liabilities, losses and causes of action which may arise out of the fulfillment of the Vendor's contractual obligations as outlined in this Solicitation. The Vendor or its insurer(s) shall pay all claims and losses of any nature whatever in connection therewith, and shall defend all suits, in the name of the District when applicable, and shall pay all costs and judgments which may issue thereon.

INSURANCE: The Vendor shall purchase and maintain at its own expense, insurance which is at least as broad, and with limits at least as great as outlined below:

General Liability

Policy form:	Occurrence
Policy Aggregate	\$ 2,000,000
Products/completed operations aggregate	2,000,000
Each occurrence limit	1,000,000
Personal & advertising injury limit	1,000,000
Products/completed operations	
Defense in excess of limits	
Per location / per job aggregate limit	
Blanket contractual	
Independent contractors	
Primary & non-contributory	
Show Waiver of Subrogation in favor of the District	
All locations / operations	(if not, show district job/location specifically)
Name the District as "Additional Insured"	

Umbrella:

Policy form:	Occurrence - Umbrella
Each occurrence or claim limit:	\$ 1,000,000
Excess commercial general liability	
Excess Products/completed operations	
Show Waiver of Subrogation in our favor	
Excess automobile liability	
Excess professional liability	(if you provide professional services)
Excess pollution liability	(if any pollution exposure exists)
Excess employer's liability	
Blanket contractual	
Per location / per job aggregate limit	
Defense in excess of limits	
Primary & non-contributory	
All locations / operations (if not, designate specific project or location)	
Name the District as Additional Insured including Products/Completed Operations	

Insurance companies providing the coverages specified above must be authorized to do business under the laws of the State of Colorado and must be rated no less than "A-" by A.M. Best Company. Issuance of a contract is contingent upon verification of all required coverage, as required.

Insurance Certification: Vendor shall cause its insurer(s), (or the insurer(s)' agent, broker or authorized representative), to furnish the District's Purchasing Department with a Certificate of Insurance which indicates that insurance coverages have been obtained which meet the requirements as outlined. Issuance of a contract is contingent upon the receipt of the insurance documents.

Non-Compliance: If the Vendor fails to submit the required insurance documents within 15 calendar days after verbal or written notice to submit such policies is given to the Vendor by a District representative, the Vendor shall be in default of the contractual terms and conditions and will not be awarded the contract. The next qualified bidder will be notified.

Cancellation/Modification: The Vendor shall be responsible for notifying the District thirty days in advance of any modification to, or cancellation of, these policies during the contractual period; including, but not limited to, any pending or paid claims against the aggregate amount of the policy.

Impaired Aggregate: If Vendor is threatened by any claim which, if paid, may impair any aggregate limit by more than 25%, Vendor shall notify the District representative, and the District representative may require purchase of additional coverage, as appropriate to protect the District.

COOPERATIVE PURCHASING EFFORTS: The District is a member of the Cooperative Educational Purchasing Council (CEPC). The geography of the CEPC lies along the front range of the Rocky Mountains from the Fort Collins/Greeley area in the north to Colorado Springs in the south. This membership of public purchasing departments represents approximately seventy percent (70%) of the K-12 public school enrollment in the State of Colorado. We hereby request that any member of the CEPC be permitted to avail itself of this contract and purchase any and all items specified herein from the successful Vendor(s) at the contract price(s) established herein. Each CEPC member which uses a contract(s) resulting herefrom would establish its own contract, issue its own orders, be invoiced therefrom, make its own payments, and issue its own exemption certificates as required by the Vendor. It is understood and agreed that the District is not a legally binding party to any contractual agreement made between a CEPC member and the Vendor as a result of this Solicitation.

EQUAL OPPORTUNITY: Denver Public Schools intends and expects that the contracting processes of the District and its Vendors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Vendors make available equal opportunities to the extent third parties are engaged to provide goods and services to the District as subcontractors, vendors, or otherwise. Accordingly, the Vendor shall not discriminate on any of the foregoing grounds in the performance of the contract, and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the contract (**joint ventures are encouraged**). The Vendor shall disseminate information regarding all subcontracting opportunities under this contract in a manner reasonably calculated to reach all qualified potential subcontractors who may be interested. The Vendor shall maintain records demonstrating its compliance with this article and shall make such records available to the District upon the District's request.

SUBMISSION OF OFFERS: An original and **TWO** copies of each Offer must be received at the time and place specified in this Solicitation. Required samples must be included with the Offer.



Denver Public Schools
Purchasing Department
900 Grant Street, Room 301
Denver, Colorado 80203

REQUEST FOR PROPOSAL BD1216

SPECIFICATION

Section I Overview

The Denver Public Schools serve approximately 72,751 students in a metropolitan area with a population of more than 450,000. The District is comprised of 151 total schools: 73 elementary, 15 K-8, 17 middle, 14 high, 19 charter, 7 alternative and 6 other. The Enterprise Management Department of Food and Nutrition Services provides approximately 12,000 Universally Free equivalent breakfasts and 39,000 equivalent lunches a day at 131 sites.

It is the intent of the District to award this Contract to the Vendor who receives the highest score when the Responses submitted by interested Vendors are reviewed by the District's Response and Evaluation Committee. For this Solicitation, the Evaluation Committee will score Responses and Samples based on the following criteria:

- Quality, style, logo duplications and anticipated durability of the products offered
- Cost of proposed products
- Required minimums and necessary lead times after receipt of the order
- Prior experience in performing similar work to include three references

The District reserves the right to conduct negotiations with Vendors and to accept revisions of proposals. During this negotiation period, the District will not disclose any information derived from proposals submitted, or from discussions with other Vendors. Once an award is made, the solicitation file and the proposals contained therein are in the public record.

Section II Scope of Work

The Enterprise Management Department of Food and Nutrition Services wishes to provide each of its approximate 550 cafeteria personnel with five, (5) polo shirts. Chef coats will be provided to approximately 150 lunchroom managers and supervisors. White preparation aprons will be purchased for the lunchroom staff.

All polo shirts must be embroidered with the Enterprise Management Department of Food and Nutrition Service's logo. All chef coats must be embroidered with the Enterprise Management Department of Food and Nutrition Service's logo with an addition line of printing above it.

An initial order of approximately 4,200 polo shirts, 150 short sleeved chef coats and 1,200 preparation aprons will be placed immediately upon the award of the contract. Complete delivery is requested by September 14, 2007. Additional, smaller orders may be placed during the year to maintain adequate inventory.

The Department plans to place orders for the same polo shirt, (style and fabric), during the two possible extensions years of the contract. Polo shirt color may change during either or both of the possible renewal periods. Quantities may vary from three to five polo shirts per year per employee during the two possible extension periods. Chef coats and aprons will be ordered as needed during the extension periods.

**Section III
Specifications and Pricing**

Specifications and Pricing:

Polo Shirt Unisex, purple in color, textured mesh pique blend of either 60%/40% or 65%/35% cotton/polyester weighing at least 5.2 ounces per square yard, machine washable and dryable, with a generous fit, a two or three button clean finished placket, and a straight finished hem and knit collar.

The polo shirts are to be available in sizes small through five (5) extra large. Each polo must have a permanent label showing the manufacturer's name, garment size, style number, fibre content and washing instructions.

Each polo shirt is to be embroidered on the left chest with the Enterprise Management Department of Food and Nutrition Services logo.

#	Quantity	Unit	Item	Price per Each, (include logo)
1	300	Each	Polo, small	_____
2	1000	Each	Polo, medium	_____
3	1250	Each	Polo , large	_____
4	1000	Each	Polo, extra large	_____
5	400	Each	Polo, two extra large	_____
6	120	Each	Polo, three extra large	_____
7	60	Each	Polo, four extra large	_____
8	60	Each	Polo, five extra large	_____

State minimum order quantity _____

State required lead time after receipt of order _____

State manufacturer and product codes _____

Prep Apron Bib, 29" in length, one size fits all, twill, 65%/35% polyester/cotton blend, heavyweight, white, adjustable neck strap with slider, extra long self fabric ties and two lower pockets.

Each prep apron must have a permanent label showing the manufacturer's name, style number, fibre content and washing instructions.

#	Quantity	Unit	Item	Price per Each
1	1200	Each	Prep Apron	_____

State minimum order quantity _____

State required lead time after receipt of order _____

State manufacturer and product code _____

Chef Coat Unisex, white, short sleeve, 65%/35% polyester/cotton twill blend, machine washable and dryable, eight white buttons, reversible closure and left chest pocket.

The chef coats are to be available in sizes small through three (3) extra large. Each chef coat must have a permanent label showing the manufacturer's name, garment size, style number, fibre content and washing instructions.

Each chef coat is to be embroidered above the pocket on the left chest with the Enterprise Management Department of Food and Nutrition Service's logo with an addition line of printing above it.

A total of 150 chef coats will be ordered based on sizes requested by each user. Please provide pricing for each size.

#	Quantity	Unit	Item	Price per Each, (include logo)
1	unknown	Each	Coat, small	_____
2	unknown	Each	Coat, medium	_____
3	unknown	Each	Coat, large	_____
4	unknown	Each	Coat, extra large	_____
5	unknown	Each	Coat, two extra large	_____
6	unknown	Each	Coat, three extra large	_____
7	unknown	Each	Coat, four extra large	_____
8	unknown	Each	Coat, five extra large	_____
State minimum order quantity, if any				_____
State required lead time after receipt of order				_____
State manufacturer and product codes				_____

Samples to be submitted:

To be considered, a sample polo, purple in color, without embroidery, in size large must be submitted with the proposal by no later than June 4, 2007. A product specification sheet must accompany the sample.

To be considered, a sample chef coat, without embroidery, in size large must be submitted with the proposal by no later than June 4, 2007. A product specification sheet must accompany the sample.

To be considered, a sample preparation apron must be submitted with the proposal by no later than June 4, 2007. A product specification sheet must accompany the sample.

To be considered, samples of both logos must be submitted with the proposal by no later than June 4, 2007. The logo for the polo shirt is 3" in diameter with multiple colors and an approximate count of 16,000 stitches. The logo for the chef coat will be slightly different in border color and dimension. The files for the logos are available from Nick Morten, Computer Technician, in your choice of format. Interested vendors must contact Mr. Morten at Nick_Morten@dpsk12.org to request the files.

The Department expects there may need to be slight modifications to the logos. Modifications may include necessary placement, design interpretation, size or color. The Department and the vendor will agree and approve the final designs prior to manufacturing.

**Section IV
Proposal Preparation and Submission Requirements**

To enable the District to conduct a uniform review of all proposals submitted in response to this solicitation, components of the proposal shall be submitted as set forth below. The District reserves the right to reject submittals that do not follow the requested format.

One original and **two** copies of each proposal must be received at Denver Public Schools' Administration Building, Room 301, no later than 3:00 p.m., Monday, June 4, 2007. The only information released at the public opening of proposals will be names of respondents. Original proposal must be clearly marked as such.

To be complete a proposal must include the following:

1. A copy of the RFP, signed by an agent authorized to bind the offeror to a contract
2. The certification regarding lobbying and the disclosure of lobbying activities
3. Proof of Insurance as requested in the Special Terms and Conditions
4. A brief introduction summarizing the background information for your company, prior experience in performing similar work and three references. Please provide a contact name, phone number and email address for each reference.
5. The required sample polo shirt in purple, the white chef coat, the white preparation apron, specification sheets and the two logos.

**Section V
Evaluation and Award Criteria**

Each response will be evaluated based on the Vendor's ability to satisfy the requirements as presented in the RFP. The successful Vendor must communicate in the response a clear understanding of the requirements and all required documentation and samples.

Proposals will be evaluated on the following criteria. Weighted Factor

Award Criteria:

➤ Quality, style, logo duplications and anticipated durability of the products offered	40%
➤ Cost of proposed products	35%
➤ Required minimums and necessary lead times after receipt of the order	15%
➤ Prior experience in performing similar work to include three references	10%
Total Possible Score	100%

Does your offer comply with all the terms and conditions? If no, indicate exceptions.

Yes _____
No _____

Does your offer meet or exceed all specifications? If no, indicate exceptions.

Yes _____
No _____

May any member of the Cooperative Educational Purchasing Council avail itself of this contract and purchase any and all items specified?

Yes _____
No _____

State percentage of prompt payment discount, if offered.

_____ %

The District has a Visa Procurement Card Program. Will you accept the District's Visa for payment of services made from this Proposal?

Yes _____
No _____

Mail or hand deliver proposals and all required samples to:

**Denver Public Schools
Purchasing Department
900 Grant Street, Room #301
Denver, CO 80223
Attn: BD 1216, Food Service Polos, Chef Coats and Aprons**

CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions,
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name of Company

Address of Company

City

State

Zip Code

Name of Submitting Official

Title of Submitting Official

Signature

Date

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "suspended," "ineligible," "lower tiered covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded" as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction." without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determined the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require the establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph five of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Disclosure of Lobbying Activities

Approved by OMB 0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse side for Instructions.)

Public Reporting Burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing Instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of Information. Send comments regarding this burden estimate or any other aspect of this collection of information including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. Initial filing</p> <p><input type="checkbox"/> b. Material change</p> <p>For Material Change only. year _____ quarter _____ date of last report _____</p>
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<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier ____ if known:</p> <p>Congressional District, if known: _____</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, enter Name and Address of Prime-</p> <p>Congressional District, if known: _____</p>
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<p>6. Federal Department/Agency-</p> 	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>
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<p>8. Federal Action Number, if known: _____</p>	<p>9. Award Amount if known:</p> <p style="text-align: center;">\$ _____</p>
--	--

<p>10a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</p> 	<p>b. Individuals Performing Services (including address if different from No. 10a.) (last name, first name, MI):</p>
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11. Information requested through this form is authorized by Sec. 319, Pub. L. 101-121, 103 Stat. 750, as amended by sec. 10; Pub. L. 104-65, Stat. 700 (31 U.S.C. 1352). This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____
 Print Name: _____
 Title: _____
 Telephone No.: _____
 Date: _____

INSTRUCTION FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure shall be completed by the reporting entity, whether subawardee or prime Federal recipient at the initiation or receipt of a covered Federal action or a material change to a previous filing, pursuant to title 31 U.S. C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g. the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee" then enter the full name, address, city, State and zip code of the prime Federal recipient, include Congressional District, if known.
6. Enter the full name, address, city, State and zip code of the reporting entity, include Congressional District, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g. Request for Proposal (RFP) number, Invitation to Bid (IFB) number, grant announcement number, the contract, grant or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g. "RFP DE-90-001"
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle initial (M).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response. Including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

DENVER PUBLIC SCHOOLS VENDOR INFORMATION FORM

The following information is required when submitting a response to this solicitation. Please complete **ALL** areas. Mark N/A for those which are not applicable. Type or **print legibly**, all responses.

- 1. a. LEGAL NAME OF FIRM: _____
- b. DBA OR BUSINESS NAME (IF DIFFERENT) _____
- 2. ADDRESS OF FIRM (WHERE PURCHASE ORDERS SHOULD BE SENT):
 - a. STREET ADDRESS: _____
 - b. CITY: _____ STATE: _____ ZIP: _____
 - c. ALTERNATE ADDRESS: _____ YES _____ NO If yes, attach separate sheet with information. (Address used for returns, etc., if different from #2 and #3.)
- 3. PAY OR REMIT ADDRESS:
 - a. LEGAL NAME OF FIRM: _____
 - b. STREET ADDRESS: _____
 - c. CITY: _____ STATE: _____ ZIP: _____
 - d. PAYMENT TERMS (e.g., 2%10, net 30, etc.) _____
- 4. FIRM TELEPHONE NUMBER: (____) _____
 TOLL FREE NUMBER: (800) _____
 FAX NUMBER (____) _____
 EMAIL: _____
- 5. a. FIRM'S FEDERAL IDENTIFICATION NUMBER: _____
- b. **SELF-EMPLOYED VENDORS ARE REQUIRED TO SUBMIT THE FEDERAL IRS W-9 FORM.**
- c. **Please provide a brief description of the types of goods and/or services you offer.**

I affirm, under penalty of perjury, that I am authorized to submit this information on behalf of (name of firm) _____ and that the information contained herein is true and correct to the best of my knowledge and belief.

Name: _____

Title: _____

Signature: _____ Date _____

No employee of Denver Public Schools shall realize, directly or indirectly, any significant personal material or monetary gain as a result of his/her association with the vendor or have a material financial interest in any contract or subcontract between the vendor and DPS.

The District has a VISA Procurement Card Program.
Will your company accept the District's Visa?

Yes _____
No _____

Diverse Business Certification Form

In order to be classified as a Business Diversity vendor with the Denver Public Schools, vendor must attach a copy of its applicable certification.

Check the box (select one) which pertains to your enterprise.

- | | |
|---|--|
| <input type="checkbox"/> Disadvantaged Business Enterprise | <input type="checkbox"/> Small Business Enterprise |
| <input type="checkbox"/> 8A Certified | <input type="checkbox"/> Service Disabled Veteran |
| <input type="checkbox"/> Emerging Small Business Enterprise | <input type="checkbox"/> Veteran Owned |
| <input type="checkbox"/> Woman owned and controlled (WBE) | |

Owner(s) name(s)	Percent of ownership	Male/ Female	Title/ Position
_____	_____	_____	_____
_____	_____	_____	_____

Ethnicity of Business - check the box(s) which are applicable (if any).

- | | |
|---|--|
| <input type="checkbox"/> African American | <input type="checkbox"/> Native American |
| <input type="checkbox"/> Asian American | <input type="checkbox"/> Hispanic |

Legal Name of Company: _____

DBA: _____ Fax: _____

Address: _____ City/State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone: _____

Authorized Representative's Signature: _____ Phone: _____

Printed Name: _____ Title: _____ Date: _____

Email Address: _____

If you are a certified diverse business and would like your company name to appear in the Denver Public School's Diverse Business Directory, please check the box below.

- Yes, please add my company's name to the directory.

If a copy of your applicable certification is not enclosed, we cannot add your company to the directory.

Please provide a brief description of the types of goods and/or services you offer:

For assistance please contact the DPS Business Diversity Outreach Program (BDOP) Manager, Sharon Gonzales, at 720-423-4188.