

CITY AND COUNTY OF DENVER
DENVER ARTS & VENUES
REQUEST FOR APPLICATIONS RFP No. DAV 22001
Social Media Support Services



Schedule of Events

Request for Applications Issued:	3/24/2022	
Deadline to Submit Questions:	3/31/2022	5:00 P.M. MST
Response to Written Questions:	4/4/2022	
Request for Applications Due Date:	4/15/2022	2:00 P.M. MST

Agency Contact: Michael Yu
Email: Michael.yu@denvergov.org

SECTION A: SCOPE OF WORK AND TECHNICAL REQUIREMENTS

A.1 PURPOSE:

The City and County of Denver, hereinafter referred to as the City, is **requesting applications from individuals to support the management of multiple social media accounts on platforms including Facebook, Instagram, Twitter and YouTube.**

A.2 OVERVIEW

Denver Arts & Venues (A&V) is the City’s agency responsible for operating some of the region’s most renowned facilities, including Red Rocks Park and Amphitheatre, the Denver Performing Arts Complex, Colorado Convention Center, Denver Coliseum and McNichols Civic Center Building. A&V also oversees the Denver Public Art Program, Create Denver, SCFD Tier III granting process, Arts Education Fund and other entertainment and cultural events such as the Five Points Jazz Festival, Urban Arts Fund, P.S. You Are Here and implementation of IMAGINE 2020: Denver’s Cultural Plan.

A.3 SCOPE OF WORK:

Denver Arts & Venues (DAV) manages approximately 20 social media accounts currently including Facebook, YouTube, Twitter, TikTok and Instagram for venues including Red Rocks Amphitheatre, Denver Performing Arts Complex, Denver Coliseum and the McNichols Building, as well as supporting programs including Denver Public Art.

DESCRIPTION OF SERVICES:

Monitoring and Reporting

Contractor will provide Social Media support including: researching related events and programs, creating integrated Facebook messages and tweets, linking messaging to Arts & Venues websites, responding to Facebook or Twitter inquiries, analyzing social media efficacy, creating, tracking and analyzing sponsor messaging, placing integrated social media advertising campaigns, and creating reports to analyze trends, successes, reach and/or other metrics for the various social media accounts or campaigns.

Contractor must have ability to track online, print, broadcast, cable, radio, trade and industry publications, local sources, national/international outlets, traditional news sources, and social media sites/programs for trends, best practices, and optimization techniques to maximize exposure on multiple platforms.

Content Creation

Contractor will be familiar with best practices, including search engine optimization, for social media management and integrate those concepts with social media campaigns. In addition, contractor will be asked to create social media content when onsite at various events including, but not limited to taking photos, taking video and/or posting 'live content' through various social media technologies.

Posting and Communications

Contractor(s) shall be expected to review all material prior to posting any images or communications with a designated member of the DAV Marketing team. Contractor may later be given permission to post and/or communicate with the public without receiving prior consent.

Contractor shall exercise good judgement in posting materials to DAV social media sites and in communicating with the public. This includes no profanity, nudity, explicit or questionable material.

Collaboration & Consultation

Contractor will work with the Arts & Venues Marketing team through a social media content plan, brainstorming, workshopping and editing posts and approvals. Weekly meetings with Arts & Venues Marketing contacts may be required, with possible in-person meetings located at the Arts & Venue offices located downtown Denver. Contractor will receive credentials for access to various venues and locations, position dependent prior to covered event. Contractor will also be granted login credentials for various sites and systems required for the position.

Standard of Conduct

Contractor shall always abide by professional standards of behavior including not working while under the influence of alcohol, marijuana or illegal or prescription drugs that would impair a person's judgement or ability to operate a vehicle. Contractor shall remain respectful of the wishes of promoters, talent and abide by any special rules that may be in place on a show-by-show basis.

REQUIRED EQUIPMENT:

Arts & Venues Marketing will supply equipment including DSLR cameras, GoPros, tripods, etc.

However, Contractor is welcome to use their own equipment pending approval of the Arts & Venues Marketing team, particularly for specialized equipment including: drones, large cameras requiring rails or rigging, lifts, heavy equipment, etc.. Contractor must have a recent (2018 or later) smartphone for mobile access to social media accounts, as well as for capturing content on-the-go.

TRANSPORTATION:

Contractor must provide their own transportation – this includes to and from venues like Red Rocks Amphitheatre in Morrison, CO. As a contracted position, we cannot reimburse for miles driven or incidentals like food. Parking expenses may be reimbursed at cost with sufficient documentation provided.

CONTRACTOR REQUIREMENTS:

The awarded contractor must have a high level of attention to detail, a strong grasp of the English language, a sense of storytelling and comfort with social media platforms, as well as the ability to write in the correct ‘voice’ of each A&V account. The awarded contractor will also be expected to have excellent writing, proofreading, grammar, and spelling skills.

The awarded contractor must be willing and available to work on evenings and weekends, sometimes with short notice.

Additional Requirements

- Applicants must be fully vaccinated for COVID-19 and be able to provide evidence of vaccination. Boosters are not required.
- Excellent customer service
- Understanding and comfort with social media platforms including, but not limited to, Facebook, Instagram, Twitter, Tik Tok, and YouTube.
- Comfort with Microsoft Word, Outlook and Excel and office equipment.
- Comfort with camera operation, and basic photo and video editing skills using Adobe Premier, iMovie or on-device editing or similar editing tools.
- Ability to handle multiple projects.
- A mobile phone with social media apps.
- A personal Facebook account or ability to create a Facebook account in order to administrate our Facebook pages.
- Comfort with Facebook Business Manager and Ad Accounts, including the ability to create integrated campaigns, place ads, target groups, complete A/B testing.
- Comfort with short deadlines.
- Understanding of social media and website analytics, including Google Analytics.
- Understanding of basic marketing and public relations strategies.
- Experience creating content calendars and planned social media campaigns that last extended periods of time.

Preferred Capabilities

- Familiarity with Hootsuite

- Familiarity with Airtable
- Experience as a community manager for arts and entertainment brands, facilities and/or individuals.

A.4 APPLICATION CONTENT:

- Submit detailed resume and describe Proposer’s experience for the requirements listed above.
- Provide at least three (3) case study samples of work for relevant projects, including name of project, social media services provided, scope of work and results achieved.
- Provide at least three (3) references for similar projects, including name of partner, dates of service, contact name and contact information (email/phone) for reference checks.
- List any other services the Proposer is capable of performing.
- A completed W-9 form.

SECTION B: GENERAL INFORMATION & INSTRUCTIONS

B.1 SUBMISSION OF APPLICATIONS:

Submission of proposals for this solicitation must be sent by email to the Agency Contact:

Agency Contact: Michael Yu
 E-Mail: michael.yu@denvergov.org

All submissions must include the exact subject line below:

DAV 2022001 - Social Media Support Application

Applications not using this exact phrase may be subject to rejection.

B.2 QUESTIONS:

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

Agency Contact: Michael Yu
 E-Mail: michael.yu@denvergov.org

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

All communications regarding this Request for Applications shall only be through the Agency Contact listed above. No communication is to be directed to any other City personnel.

B.3 ADDENDA:

In the event it becomes necessary to revise, change, modify or cancel this Request for Applications or to provide additional information, addenda will be issued and made available on the Denver Arts & Venues website located at <https://www.artsandvenuesdenver.com/about/business-opportunities>. It is the responsibility of the proposer/ applicant to confirm that they have acquired all addenda related to this solicitation and they have reviewed/ complied with the requirements therein.

B.4 APPLICATION EVALUATION AND AWARDS:

Applications will be reviewed by a panel of knowledgeable individuals who do not have a conflict of interest, using a standard score sheet. Applications will be scored based on the information submitted in response to the Application Content section (Section A.4). Incomplete applications will not be reviewed. The City may request oral presentations as part of the evaluation process. The City also reserves the right to award to more than one applicant.

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.

B.5 PRODUCT/PERFORMANCE LITERATURE:

The proposer 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 materials or services that he/she proposes to furnish.

B.6 PROOF OF REGISTRATION WITH THE COLORADO SECRETARY OF STATE:

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

B.7 ACCEPTANCE PERIOD:

Applications in response to this Request for Applications shall indicate that they are valid for a period no less than 60 days from the closing date.

B.8 DIVERSITY AND INCLUSIVENESS – EXECUTIVE ORDER #101:

Definitions

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

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

Requirements

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

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

You must complete and return the Diversity and Inclusiveness* in City Solicitations Information Request Form attached at the end of this document when submitting your proposal; otherwise, your proposal may be rejected without consideration.

SECTION C: PRICING

The rate of pay for this Request for Applications is fixed at \$30 per hour with no negotiation. Each awarded contractor may, but is not guaranteed to, work 15-20 hours per week, no more than two to three hours of work while covering live events at Red Rocks. Other events are based on the contractor’s manager’s discretion. Annual payments may not exceed \$30,000.

A monthly invoice shall be submitted to the City in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. Invoice shall include, at a minimum, number of hours spent per social media account. See example below:



BILL TO
Denver Arts & Venues, City & County of Denver

(720) 865-XXXX
 accountant.example@denvergov.org

Invoice Number: 139
Invoice Date: November 30, 2019
Payment Due: December 30, 2019

ITEMS	QUANTITY	PRICE	AMOUNT
PG000837 Arts & Venues Marketing	10.68	\$30.00	\$320.40
PG000338 Create Denver Marketing	1.3	\$30.00	\$39.00
PG000842 McNichols Marketing	1.74	\$30.00	\$52.20
PG000352 Public Art Marketing	5.2	\$30.00	\$156.00
PG000349 I2020 Marketing	4.77	\$30.00	\$143.10
PG000337 Five Points Jazz Festival Marketing	0.37	\$30.00	\$11.10
Total:			\$721.80
Amount Due (USD):			\$721.80

Notes
 I2020 includes District Challenges

Thank you!

Social Media Coordinator
 123 Main St.
 Denver, CO 80000
 United States

Contact Information
 555-555-1234

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 via comments on a redlined version of the sample contract, or by referencing the appropriate article number, a brief explanation and alternative language, if any, and submit same in Section E.1. Any exceptions will be taken into consideration when evaluating your proposal.

If you do not carry the standard types of insurance, Commercial General Liability, Business Auto, or Worker’s Compensation, please note this on the Contract Certification Form (Section E.1) and return the form with your application and other required materials.

AGREEMENT

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **ABC**, a Colorado corporation, whose address is 123 Main St., Denver, Colorado 80211 (the “Contractor”), jointly “the parties”.

The parties agree as follows:

1. COORDINATION AND LIAISON: The Contractor shall fully coordinate all services under the Agreement with the Executive Director of Denver Arts & Venues (“Executive Director”) or, the Executive Director’s Designee.

2. SERVICES TO BE PERFORMED:

a. As the Executive Director directs, the Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth on **Exhibit A, the Scope of Work**, to the City’s satisfaction.

b. The Contractor is ready, willing, and able to provide the services required by this Agreement.

c. The Contractor shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

3. **TERM:** The term of this Agreement shall commence on _____, 2022, and will expire on _____, 202__ (the “Term”). Subject to the Executive Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the Executive Director.

4. **COMPENSATION AND PAYMENT:**

a. **Fee:** The City shall pay and the Contractor shall accept as the sole compensation for services rendered the amounts as described in **Exhibit B**. Amounts billed may not exceed the rates set forth in **Exhibit B**.

b. **Reimbursable Expenses:** There are no reimbursable expenses allowed under the Agreement. All of the Contractor’s expenses are contained in the rates in **Exhibit B**.

c. **Invoicing:** Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. The City’s Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

d. **Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed _____ **DOLLARS AND NO CENTS (\$_____.00)** (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond those specifically described in **Exhibit A**. Any services performed beyond those in Exhibit A are performed at Contractor’s risk and without authorization under the Agreement.

(2) The City’s payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The

Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

5. STATUS OF CONTRACTOR: The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

6. TERMINATION:

a. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Executive Director.

b. Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Contractor or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

c. Upon termination of the Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.

d. If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient. The Contractor shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Contractor shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE".

7. **EXAMINATION OF RECORDS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. 20-276.

8. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Contractor. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

9. **INSURANCE:**

a. **General Conditions:** The Contractor agrees to secure, at or before the time of execution of this Contract, the following insurance covering all operations, goods or services provided pursuant to this Contract. The Contractor shall keep the required insurance coverage in force at all times during the term of this Contract, or any extension thereof, during any warranty period, and for eight (8) years after termination of this Contract. 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 require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Contract. Such notice shall

reference the City contract number listed on the signature page of this Contract. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, the Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. The Contractor 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 Contractor. The Contractor 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: The Contractor may not commence services or work relating to this Contract prior to placement of coverages required under this Contract. The Contractor certifies that the certificate of insurance attached as *Exhibit E*, preferably an ACORD form, complies with all insurance requirements of this Contract. 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 Contract shall not act as a waiver of the Contractor's breach of this Contract or of any of the City's rights or remedies under this Contract. 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, Contractors Pollution Liability (if required) and Excess Liability/Umbrella (if required), the Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

d. Waiver of Subrogation: For all coverages required under this Agreement, with the exception of Professional Liability - if required, the Contractor's insurer shall waive subrogation rights against the City.

e. Subcontractors and Subconsultants: All subconsultants, subcontractors, independent contractors, suppliers or other entities providing goods or services required by

this Contract shall be subject to all of the requirements herein. The Contractor shall require all of its subcontractors and subconsultants of any tier to provide insurance coverage in types and amounts required by the Contractor, but in amounts of at least \$1,000,000 Commercial General Liability, Business Auto Liability insurance of \$1,000,000 combined single limit, statutory Workers' Compensation coverage, and \$1,000,000 professional liability for any subcontractor performing design or engineering work. The Contractor agrees to provide proof of insurance for all such subcontractors, subconsultants, independent contractors, suppliers or other entities upon request by the City.

f. Workers' Compensation/Employer's Liability Insurance: The Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with minimum 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.

g. Commercial General Liability: The Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.

h. Business Automobile Liability: The Contractor shall maintain Business Automobile Liability, or its equivalent, with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement. If transporting wastes, hazardous material, or regulated substances, the Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on their policy. Transportation coverage under the Contractors Pollution Liability policy shall be an acceptable replacement for a pollution endorsement to the Business Automobile Liability policy.

i. Additional Provisions:

(i) For Commercial General Liability, the policy must provide the following:

- (a) That this Agreement is an Insured Contract under the policy;
- (b) Defense costs are outside the limits of liability;

(c) A severability of interests, separation of insureds provision (no insured vs. insured exclusion); and

(d) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(ii) For claims-made coverage:

(a) 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.

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

10. DEFENSE AND INDEMNIFICATION:

a. Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

b. Contractor’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. Contractor’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. Contractor 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 Contractor under the terms of this indemnification obligation. The Contractor 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.

11. TAXES, CHARGES AND PENALTIES: The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Contractor shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

12. ASSIGNMENT; SUBCONTRACTING: The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Executive Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Agreement by the City. The Executive Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-Contractor, subcontractor or assign.

13. INUREMENT: The rights and obligations of the parties to the Agreement inure to the benefit of and shall be binding upon the parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

14. NO THIRD-PARTY BENEFICIARY: Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

15. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

16. SEVERABILITY: Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

17. CONFLICT OF INTEREST:

a. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Contractor shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

b. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor 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 the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

18. NOTICES: All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or

mailed via United States mail, postage prepaid, if to Contractor at the address first above written, and if to the City at:

Executive Director of Denver Arts & Venues or Designee
1345 Champa Street
Denver, Colorado 80204

With a copy of any such notice to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

19. NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT:

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

b. The Contractor certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

(2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(3) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

(4) It is prohibited from using either the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

(6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

c. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Contractor from submitting bids or proposals for future contracts with the City.

20. DISPUTES: All disputes between the City and Contractor arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the

City official rendering a final determination shall be the Executive Director as defined in this Agreement.

21. GOVERNING LAW; VENUE: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

22. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

23. COMPLIANCE WITH ALL LAWS: Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

24. LEGAL AUTHORITY: Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

25. NO CONSTRUCTION AGAINST DRAFTING PARTY: The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

26. ORDER OF PRECEDENCE: In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

27. INTELLECTUAL PROPERTY RIGHTS: The City and Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, “Materials”), shall belong to the City. The Contractor shall disclose all such items to the City and shall assign such rights over to the City upon completion of the Project. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a “work made for hire” and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a “work made for hire,” the Contractor (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity.

28. SURVIVAL OF CERTAIN PROVISIONS: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor’s obligations to provide insurance and to indemnify the City will 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.

29. ADVERTISING AND PUBLIC DISCLOSURE: The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Contractor’s advertising or public relations materials without first obtaining the written approval of the Executive Director. Any oral presentation or written materials related to services

performed under the Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the Executive Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

City grants to Licensee, subject to the terms and conditions set forth in this Agreement, a non-exclusive, nontransferable, personal license during the License Term to Use the Denver Logo, and the goodwill appurtenant thereto, in the United States of America and the world (“Territory”) in the social media postings in preliminary or final forms (“Materials.”) The Contractor shall fully coordinate all logo use under the Agreement with the Director of Marketing, (“Director”) or, if and as directed, with a designated supervisory Manager or Director, (“Project Manager”). Licensee shall use the Denver Logo in accordance with any and all logo usage guidelines in effect from time-to-time as provided by the City. The right to Use of the Denver Logo is limited to social media postings. This License is being granted specifically due to the nature of the work performed by the Licensee and this License is therefore non-transferable and non-assignable to anyone other than those acting under the supervision and authority of the Licensee with respect to the creation and distribution of the Materials. The Licensee shall be solely responsible for the entire cost and expense of the Licensee’s Use of the Denver Logo. Licensee shall ensure that only accurate reproductions of the Denver Logo are utilized and that the size, proportions, colors, elements, and other distinctive characteristics of the Denver Logo are not altered in any manner except as may be permitted herein or as permitted in writing by the City. The Denver Logo may not be used as a feature or design element of any other logo or graphic. Licensee may use the colors set forth in Exhibit A or it may use black or shades of gray. The Licensee shall deliver to the City from time to time upon request, orally or in writing, samples of the Materials within seven (7) days of the City’s request in order to confirm that the use of the Denver Logo is consistent with the terms of this Agreement. The City's Marketing Director shall approve or disapprove of said Materials within fourteen (14) days of the date of receipt of the samples. All Materials shall be of the same quality as the approved samples.

30. CONFIDENTIAL INFORMATION:

a. City Information: Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, Contractor 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. Contractor agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. Contractor shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent Contractor 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 Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

31. CITY EXECUTION OF AGREEMENT: The Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

32. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: The Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

33. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: Contractor shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A 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 contract personnel being barred from City facilities and from participating in City operations.

34. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature under the Agreement, 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.

35. PAYMENT OF CITY MINIMUM WAGE: The Contractor shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City's Minimum Wage Ordinance, Sections 20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that Contractor is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

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SECTION E: ADDITIONAL REQUIRED INFORMATION

E.1 CONTRACT CERTIFICATION FORM:

**CITY AND COUNTY OF DENVER
DENVER ARTS & VENUES**

Request for Proposal: **DAV22001 Social Media Support Services**

NOTICE: ANY PROPOSED MODIFICATIONS TO THE LANGUAGE OF THE CITY'S SAMPLE AGREEMENT MUST BE CONTAINED IN THE PARAGRAPHS BELOW OR ON A REDLINED VERSION OF THE SAMPLE AGREEMENT. ANY PROPOSER MODIFICATION THAT DOES NOT INCLUDE SPECIFIC LANGUAGE CHANGES MAY BE CONSIDERED NON-RESPONSIVE BY THE CITY AND PROPOSER WAIVES ANY RIGHTS TO NEGOTIATE THE SAMPLE AGREEMENT LANGUAGE AT A LATER TIME. THE FOLLOWING TERMS OF THE AGREEMENT ARE NON-NEGOTIABLE:

- Governing Law and Venue
- Discrimination in Employment
- Examination of Records

THE FOLLOWING TERMS OF THE AGREEMENT ARE ONLY NEGOTIATED IN EXCEPTIONAL CIRCUMSTANCES:

- Payment
- Defense and Indemnification
- Termination for Convenience

I, on behalf of the proposer identified below, hereby certify that I have read a copy of the sample contract attached to the Proposal. I further hereby certify that it is the proposer's intent to agree to, and comply with each and every term and provision contained in the sample contract and propose no modifications to the sample contract except as follows (add additional lines as necessary):

1) _____

2) _____

I understand that the language modification(s) stated above, if any, are offered for discussion purposes only and that the City reserves the right to accept, reject or further negotiate any and all proposed modification to the sample contract. Proposer expressly agrees to all sample contract language where no modifications are proposed.

Company/Proposer Name: _____

Authorized Signature: _____

Name (please print): _____

Title: _____

Date: _____

E.2 SMALL BUSINESS INFORMATION REQUEST

In an effort to engage with underutilized businesses or communities, the City is requesting voluntary disclosure of any certification(s) held by your company, whether it is SBE, MBE, VBE, WBE, DBE or a combination of these categories. If the certifying entity is the City, documentation does not need to accompany your Application.

Such certification is to be current and the certifying entity documentation should reflect the following information:

- The name of the Certifying body
- Name of the Supplier/vendor certified
- Contact information of the certifying body
- Start date/End date of the certification
- If applicable, commodities and services supplier/vendor is certified to perform
- Additional information as identified by the Certifying entity

The City would also like to know if your company is considered a small business but is not certified by any certifying body. In addition, if your company's supply chain contains products from an underutilized entity/ small business that go into the creation of the products that you offer, please provide their information as well.

This information is for statistical purposes only and will not have any affect when evaluating the Application.

Supplier Name:	
Type of Certification (s):	
Certifying entity(ies):	

Please submit copies of the appropriate certification(s) with your Application.

For more information on the SBA small business determination, the link to the process is <https://www.sba.gov/size-standards/>

E.3 APPLICANT CHECKLIST:

The following check list is being provided as a convenience for all proposing applicants to assist in reviewing all required documentation is attached to the Request for Applications. The check

list may not be exclusive of all required documentation. Proposing applicants are responsible for reading the entire solicitation document to ensure all required documentation is provided.

- 1. Have you provided a resume, three case study samples and three references?

- 2. Have you reviewed and signed the Contract Certification Form?

- 3. Have you completed the XO-101 Diversity and Inclusivity Information Request Form as identified in Section A?

- 4. Have you completed a W-9 Form?



201 W. Colfax Ave. Dept. 208
Denver, CO 80202
p: 720.913.1999
f: 720.913.1610
www.denvergov.org/oed

Diversity and Inclusiveness* in City Solicitations Information Request Form

Type in your response, print out, sign and date; or print out and complete manually. Please print legibly.

Denver Executive Order No. 101 establishes strategies between the City and private industry to use diversity and inclusiveness to promote economic development in the City and County of Denver and to encourage more businesses to compete for City contracts and procurements. The Executive Order requires, among other things, the collection of certain information regarding the practices of the City's contractors and consultants toward diversity and inclusiveness and encourages/ requires City agencies to include diversity and inclusiveness policies in selection criteria where legally permitted in solicitations for City services or goods.

Answer each item below. Missing or incomplete responses will be recorded as "no" or "none". **A proposal or response to a solicitation by a contractor/consultant that does not include this completed form shall be deemed non-responsive and rejected.**

Project Name: _____

BID / RFP No.: _____

Name of Contractor/Consultant

Address:

Email: _____

Business Phone No.: _____

Business Facsimile No.: _____

1. Do you have a diversity and inclusiveness program? Yes No

If yes, does it address:

Employment and retention? Yes No

Procurement and supply chain activities? Yes No

Customer service? Yes No

1a. If yes, provide a detailed narrative of your company's diversity and inclusiveness principles and programs. (This may include, for example, (i) diversity and inclusiveness employee training programs, equal opportunity policies, and the budget amount spent on an annual basis for workplace diversity; or (ii) diversity and inclusiveness training and information to improve customer service.)

1b. If yes, please attach a copy of any written materials on your diversity and inclusiveness program. Attached Not attached

1c. If yes, how does your company regularly communicate its diversity and inclusiveness policies to employees?

Employee Training

Pamphlets

Public EEO postings

Other _____

Not Applicable

1d. If you responded that you do not have a diversity and inclusiveness program, describe any plans your company may have to adopt such a program.

2. How often do you provide training in diversity and inclusiveness principles?

Monthly Annually
Quarterly Not Applicable Other _____

2a. What percentage of the total number of employees generally participate?

0 – 25% 50 – 75%
26 – 50% 76 – 100 % Not Applicable

3. State how you achieve diversity and inclusiveness in supply and procurement activities. (This may include, for example, narratives of training programs, equal opportunity policies, diversity or inclusiveness partnership programs, mentoring and outreach programs, and the amount and description of budget spent on an annual basis for procurement and supplier diversity and inclusiveness.)

4. Do you have a diversity and inclusiveness committee? Yes No

4a. If so, how often does it meet?

Monthly Annually No Committee
Quarterly Other _____

4b. If you responded that you do not have a diversity and inclusiveness committee, describe any plans your company may have to establish such a committee.

5. Do you have a budget for diversity and inclusiveness efforts? Yes No
6. Does your company integrate diversity and inclusion competencies into executive/manager performance evaluation plans? Yes No

I attest that the information represented herein is true, correct and complete, to the best of my knowledge.

Signature of Person Completing Form

Date

Printed Name of Person Completing Form

NOTE: Attach additional sheets or documentation as necessary for a complete response.

“Diversity and inclusiveness program” means a program that invites values, perspectives and contributions of people from diverse backgrounds, and integrates diversity into its hiring and retention policies, training opportunities, and business development methods to provide an equal opportunity for each person to participate, contribute, and succeed within the organization’s workplace. “Diversity” encompasses a wide variety of human differences, including differences such as race, age, gender, gender identity, sexual orientation, ethnicity, physical disabilities, appearance, historically underutilized and disadvantaged persons, as well as social identities such as religion, marital status, socio-economic status, lifestyle, education, parental status, geographic background, language ability, and veteran status.”

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.	See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate </p> <p> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ </p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p> <input type="checkbox"/> Other (see instructions) ▶ _____ </p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;"><i>(Applies to accounts maintained outside the U.S.)</i></p>
		<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p> <hr/>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number																
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Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends or interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.