

**Master Purchase Order**

<b>DO NOT INVOICE TO THIS ADDRESS</b>	 <b>DENVER</b> <small>THE MILE HIGH CITY</small>	Workday™ Supplier Contract No.	SC-00008309		
City & County of Denver		Date:	8/11/2023	Revision No.	
Purchasing Division		Payment Terms	Net 10	Resolution <small>(if applicable)</small>	
201 West Colfax Avenue, Dept. 304		Freight Terms	FOB DESTINATION		
Denver, CO 80202		Ship Via	Supplier Carrier		
United States		Analyst:	Brenda Hannu		
Phone: 720-913-8100 Fax: 720-913-8101		Phone:	720-913-8100		

Workday SUP-00016424 Phone: 425-681-2191  
 Supplier ID:

Email: amy@palletshelter.com

Pallet PBC  
 1930 Merrill Creek Parkway, Suite A  
 Everett, WA 98203  
 Attn: Amy M. King CEO  
 Colorado Secretary of State ID: 20211661878  
 U.S. Federal SAM Registry Verification Date: 8/7/2023

Ship To: As Specified By Agency

Bill To: As Specified By Agency

**1. Goods/Services:**

Pallet PBC a Delaware public benefit corporation registered to do business in the State of Colorado as Pallet PBC, Inc. (“Vendor”) shall provide the goods, and any services related thereto, identified, and described on attached **Exhibit A**, to the City and County of Denver, a Colorado municipal corporation (the “City”) (collectively “Parties), all in accordance with the terms and conditions of this Master Purchase Order.

**2. Ordering:**

The City shall purchase one or more of the goods/services by issuing a written purchase order(s) or similar appropriate written document (“Order”), each of which will be deemed incorporated into this Master Purchase Order for purposes of such Order only.

**3. Pricing:**

The pricing/rates for the goods/services is contained on **Exhibit A** and shall be held firm for the term of this Master Purchase Order.

**4. Term/Renewal:**

The term of this Master Purchase Order shall be from date of City signature to and including 08/31/2024. The City and the Vendor may mutually agree to renew and continue this Master Purchase Order for additional periods at the same pricing structure, terms, and conditions. However, no renewal shall surpass 08/31/2025.

**5. Non-Exclusive:**

This Master Purchase Order is non-exclusive. City does not guarantee any minimum purchase other than as provided herein.

**6. Inspection; Acceptance and Assembly:**

Vendor shall perform any services in accordance with the standard of care exercised by highly competent vendors who perform like or similar services. City may inspect all goods/services prior to acceptance. Payment does not constitute acceptance. Vendor shall bear the cost of any inspection/testing that reveal goods/services that are defective or do not meet specifications. City's failure to accept or reject goods/services shall not relieve Vendor from its responsibility for such goods/services that are defective or do not meet specifications nor impose liability on City for such goods/services. If any part of the goods/services are not acceptable to City, City may, in addition to any other rights it may have at law or in equity: (1) make a warranty claim; (2) repair and/or replace the goods or substitute other services at Vendor's expense; or reject and return the goods at Vendor's cost and/or reject the services at Vendor's expense for full credit. Any rejected goods/services are not to be replaced without written authorization from City, and any such replacement shall be on the same terms and conditions contained in this Purchase Order. City acknowledges and agrees that, should it elect to assemble the goods using its own representatives (as opposed to the Vendor's), a Vendor's representative must provide training, then inspect and approve resulting assembly of goods before any Vendor warranty shall apply. Vendor agrees to provide such training to the City. Upon inspection and approval by Vendor, Vendor's warranty shall apply. Should City choose to use its own services to assemble and/or install some or all of the goods, including, without limitation, the shelters and community rooms manufactured by Vendor, then City hereby knowingly and voluntarily acknowledges and agrees that its election to assemble and/or install its own goods involves risks, including, without limitation, and by way of example only: dangers encountered when assembling or installing the goods, risks arising out of failing to wear proper safety equipment, failure to follow and adhere to applicable installation or assembly instructions, risks associated with the applicable project, property loss or damage, bodily injury, paralysis, death, theft, as well as the conduct, actions, inactions or omissions of any third parties. Where City chooses to use its own services to assemble

and/or install some or all the goods, then, acknowledging the above, City hereby voluntarily acknowledges and assumes all risk both known and unknown to City and any City contractor or any City representative working on behalf of the City (collectively, "City Party"), relating in any way to City's or any City Party's voluntary assembly or installation of the goods. Where City chooses to use its own services to assemble and/or install some or all of the goods, then, to the maximum extent permitted by law, City knowingly and irrevocably waives, releases, and discharges all rights, claims, liability, losses, costs, damages, or causes of action which City may have against Vendor arising out of City's assembly or installation of the goods (collectively, the "Released Claims"). Such Released Claims include, but are not limited to, any and all injury, loss, death, bodily harm or other damages to City or any City Party. In addition, City shall be solely and exclusively liable, and neither City nor any third party shall have any recourse against Vendor, for the acts, errors, omissions, negligence or misconduct of City and any City Party in connection with City's assembly or installation of the goods. Vendor acknowledges and agrees that the language in this paragraph regarding Released Claims and the exclusive liability of the City shall not be construed as an indemnification by the City in favor of the Vendor.

**7. Shipping, Taxes and Other Credits and Charges:**

All pricing is F.O.B. destination unless otherwise specified. Shipments must be marked with Vendor's name, the Master Purchase Order number, and contain a delivery or packing slip. Vendor shall not impose any charges for boxing, crating, parcel post, insurance, handling, freight, express or other similar charges or fees. Vendor shall notify City in writing of any price decreases immediately, and City shall receive the benefit thereof on all unshipped items. Vendor shall comply with any additional delivery terms specified herein. Vendor shall be responsible for the cleanup and reporting of any contamination (environmental or otherwise) or spillage resulting from the delivery and/or unloading of goods within twenty-four (24) hours of the contamination or spillage or sooner if required by law. Vendor shall pay all charges, taxes and fees and give all notices necessary and incidental to the fulfillment of this Master Purchase Order and all cost thereof have been included in the prices contained herein. City shall not be liable for the payment of taxes, late charges, or penalties of any nature, except as required by D.R.M.C. § 20-107, et seq. The price of all goods/services shall reflect all applicable tax exemptions. City's Federal Registration No. is 84-6000580 and its State Registration No. is 98-02890. Vendor shall pay all sales and use taxes levied by City on any tangible personal property built into the goods/services. Vendor shall obtain a Certificate of Exemption from the State of Colorado Department of Revenue prior to the purchase of any materials to be built into the goods/services and provide a copy of the Certificate to City prior to final payment.

The Parties agree that the goods identified as "Delivery 11/1/2023" on **Exhibit A** shall be delivered to City no later than November 1, 2023, and goods identified as "Delivery 12/1/23 – 12/13/23" shall be delivered to City no later than December 13, 2023. If any shipment is delayed at City's request, Vendor shall have the right, in its sole discretion, to: (i) invoice the City for the purchase price of such goods, and such invoice shall be due upon receipt pursuant to Section 10; (ii) store the goods at a location acceptable to Vendor, and charge the City its commercially reasonable costs and expenses associated with such storage and with transport to such storage site, which City shall promptly reimburse to Vendor pursuant to Section 10 upon receipt of an invoice for the same; and/or (iii) require the City to arrange for and cover all costs and expenses related to the shipment of the goods from the applicable storage location to the Project Site, all transport F.O.B. Vendor's factory.

**8. Risk of Loss:**

Unless otherwise stated, Vendor shall bear the risk of loss, injury, or destruction of goods prior to delivery to City. Loss, injury, or destruction shall not release Vendor from any obligation hereunder.

**9. Invoice:**

Each invoice shall include: (i) the Purchase Order number; (ii) individual itemization of the goods/services; (iii) per unit price, extended and totaled; (iv) quantity ordered, back ordered, and shipped; (v) an invoice number and date; (vi) ordering department's name and "ship to" address; and (vii) agreed upon payment terms set forth herein.

**10. Payment:**

Payment shall be subject to City's Prompt Payment Ordinance D.R.M.C. § 20-107, et-seq., upon confirmed delivery by Vendor to Project Site or storage site, payment due net 10 days after receipt of invoice. Any other provision of this Agreement notwithstanding, in no event shall the City be liable for aggregate payments under this Master Purchase Order in excess of seven million dollars (\$7,000,000). The Vendor acknowledges that any goods/services provided beyond those specifically described in Exhibit A are performed at Vendor's risk and without authorization from the City. City's payment obligations hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Master Purchase Order, encumbered by the City after receipt of Vendor's invoice and paid into the Treasury of City. Vendor acknowledges that: (i) City does not by this Master Purchase Order, irrevocably pledge present cash reserves for payments in future fiscal years; and (ii) this Master Purchase Order is not

intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City. City may setoff against any payments due to Vendor any claims and/or credits it may have against Vendor under this Master Purchase Order. The Parties acknowledge that City will issue a separate PO in the amount of \$475,000.00, to allow Vendor to begin manufacturing the Goods identified on Exhibit A as being scheduled for delivery November 1, 2023.

**11. Amendments/Changes:**

Only the Executive Director of General Services or his/her delegate is authorized to change or amend this Master Purchase Order by a formal written change order. Any change or amendment that would cause the aggregate payable under this Master Purchase Order to exceed the amount appropriated and encumbered for this Master Purchase Order is expressly prohibited and of no effect. Vendor shall verify that the amount appropriated and encumbered is sufficient to cover any increase in cost due to changes or amendments. Goods/services provided without such verification are provided at Vendor's risk. The Vendor has no authority to bind City on any contractual matters.

**12. Warranty:**

Vendor warrants and guarantees to City that all goods furnished under this Purchase Order are free from defects in workmanship and materials, are merchantable, and fit for the purposes for which they are to be used. For any goods furnished under this Master Purchase Order which become defective within twelve (12) months (unless otherwise specified) after date of receipt by City, Vendor shall either, at City's election and to City's satisfaction, remedy any and all defects or replace the defective goods at no expense to City within twenty-one (21) days of receipt of the defective goods or accept the defective goods for full credit and payment of any return shipping charges. Vendor shall be fully responsible for any and all warranty work, regardless of third-party warranty coverage. Vendor shall furnish additional or replacement parts at the same prices, conditions and specifications delineated herein. As stated above, City acknowledges and agrees that, should it elect to assemble the goods using its own representatives (as opposed to the Vendor's), a Vendor's representative must provide training, then inspect and approve resulting assembly of goods before any Vendor warranty shall apply.

**13. Indemnification/Limitation of Liability:**

Vendor shall indemnify and hold harmless City (including but not limited to its employees, elected and appointed officials, agents and representatives) against any and all losses (including without limitation, loss of use and costs of cover), liability, damage, claims, demands, actions and/or proceedings and all costs and expenses connected therewith (including without limitation attorneys' fees) that arise out of or relate to any claim of infringement of patent, trademark, copyright, trade secret or other intellectual property right related to this Purchase Order or that are caused by or the result of any act or omission of Vendor, its agents, suppliers, employees, or representatives. Vendor's obligation shall not apply to any liability or damages which result solely from the negligence of City. City shall not be liable for any consequential, incidental, indirect, special, reliance, or punitive damages or for any lost profits or revenues, regardless of the legal theory under which such liability is asserted. In no event shall City's aggregate liability exceed the agreed upon cost for those goods/services that have been accepted by City under this Purchase Order up to the total Master Purchase Order Amount. Notwithstanding anything contained in this Purchase Order to the contrary, City in no way limits or waives the rights, immunities and protections provided by C.R.S. § 24-10-101, et seq.

**14. Termination:**

City may terminate this Master Purchase Order, in whole or in part, at any time and for any reason immediately upon written notice to Vendor. In the event of a termination for convenience, City's sole liability shall be limited to payment of the amount due for the goods/services delivered to City and any goods manufactured for delivery to City prior to City's notice of termination to Vendor. City shall not be liable for payment of goods manufactured for delivery to City prior to City's notice to Vendor where City's termination is for cause. Vendor acknowledges the risks inherent in this termination for convenience and expressly accepts them. Termination by City shall not constitute a waiver of any claims City may have against Vendor.

**15. Interference:**

Vendor shall notify the Director of Purchasing immediately of any condition that may interfere with the performance of Vendor's obligations under this Master Purchase Order and confirm such notification in writing within twenty-four (24) hours. City's failure to respond to any such notice shall in no way act as a waiver of any rights or remedies City may possess.

**16. Venue, Choice of Law, and Disputes:**

Venue for all legal actions shall lie in the District Court in and for City and County of Denver, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and Revised Municipal Code, rules, regulations, Executive Orders, and fiscal rules of City. All disputes shall be resolved by administrative hearing, pursuant to the procedure established by D.R.M.C. § 56-106. Director of Purchasing shall render the final determination.

**17. Assignment/No Third-Party Beneficiary:**

Vendor shall not assign or subcontract any of its rights or obligations under this Master Purchase Order without the written consent of City. In the event City permits an assignment or subcontract, Vendor shall continue to be liable under this Master Purchase Order and any permitted assignee or subcontractor shall be bound by the terms and conditions contained herein. This Master Purchase Order is intended solely for the benefit of City and Vendor with no third-party beneficiaries.

**18. Notice:**

Notices shall be made by Vendor to the Director of Purchasing and by City to Vendor at the addresses provided herein, in writing sent registered, return receipt requested, or for Notice to the City, by electronic communication to Central.Purchasing@denvergov.org followed promptly by notice mailed pursuant to this paragraph, and to Vendor, to amy@palletshelter.com.

**19. Compliance With Laws:**

Vendor shall observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules, regulations, and executive orders related to its performance under this Master Purchase Order. City may immediately terminate this Master Purchase Order, in whole or in part, if Vendor or an employee is convicted, plead nolo contendere, or admits culpability to a criminal offense of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature.

**20. Insurance:**

Vendor agrees to secure, at or before the time of execution of this Master Purchase Order, the following insurance covering all operations, goods or services provided pursuant to this Master Purchase Order. Vendor shall keep the required insurance coverage in force at all times during the term of the Master Purchase Order, including any extension thereof, and during any warranty period. 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 Master Purchase Order. Such notice shall reference the Master Purchase Order listed on the signature page of this Master Purchase Order. 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, Vendor 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 Master Purchase Order. Vendor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Master Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of the Vendor. The Vendor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Master Purchase Order.

Vendor may not commence services or work relating to this Master Purchase Order prior to placement of coverages required under this Master Purchase Order. The City requests that the City's contract number be referenced on the certificate of insurance. 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 Master Purchase Order shall not act as a waiver of Vendor's breach of this Master Purchase Order or of any of the City's rights or remedies under this Master Purchase Order. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements. For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Vendor and sub-contractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees, and volunteers as additional insured. For all coverages required under this Master Purchase Order, Vendor's insurer shall waive subrogation rights against the City. Vendor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Master Purchase Order) procure and maintain coverage as approved by the Vendor and appropriate to their respective primary business risks considering the nature and scope of services provided. Vendor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Vendor 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. Vendor shall maintain Automobile Liability 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 Master Purchase Order.

**21. Severability:**

If any provision of this Master Purchase Order, except for the provisions requiring appropriation and encumbering of funds and limiting the total amount payable by City, is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity of the remaining portions or provisions shall not be affected if the intent of City and Vendor can be fulfilled.

**22. Survival:**

All terms and conditions of this Master Purchase Order which by their nature must survive termination/expiration shall so survive. Without limiting the foregoing, Vendor's insurance, warranty, and indemnity obligations shall survive for the relevant warranty or statutes of limitation period plus the time necessary to fully resolve any claims, matters or actions begun within that period.

**23. No Construction Against Drafting Party:**

No provision of this Master Purchase Order shall be construed against the drafter.

**24. Status of Vendor/Ownership of Work Product:**

Vendor is an independent contractor retained on a contractual basis to perform services for a limited period of time as described in Section 9.1.1E(x) of the Charter of City. Vendor and its employees are not employees or officers of City under Chapter 18 of the D.R.M.C. for any purpose whatsoever. All goods, deliverables, hardware, plans, drawings, reports, submittals and all other documents or things furnished to City by Vendor shall become and are the property of City, without restriction. Ownership rights shall include, but not be limited to the right to copy, publish, display, transfer, prepare derivative works, or otherwise use materials. Software licenses terms may be incorporated herein by an End User License Agreement signed by the Director of Purchasing. Any 'click-wrap' electronic acceptance or other terms and conditions not agreed to in writing by the Director of Purchasing are of no force and effect. For avoidance of doubt, Vendor shall retain all ownership in intellectual property rights established prior to this Agreement, including but not limited to patents and trademarks; however, the Vendor hereby grants to the City a nonexclusive, royalty free, perpetual, and irrevocable license for any such trademarks.

**25. Examination of Records and Audits:**

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 Vendor's performance pursuant to this Master Purchase Order, provision of any goods or services to the City, and any other transactions related to this Master Purchase Order. Vendor 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 Master Purchase Order or expiration of the applicable statute of limitations. When conducting an audit of this Master Purchase Order, 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 Vendor to make disclosures in violation of state or federal privacy laws. Vendor shall at all times comply with D.R.M.C. 20-276.

**26. Remedies/Waiver:**

No remedy specified herein shall limit any other rights and remedies of City at law or in equity. No waiver of any breach shall be construed as a waiver of any other breach.

**27. No Discrimination in Employment:**

In connection with the performance of work under the Master Purchase Order, 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.

**28. Use, Possession or Sale of Alcohol or Drugs:**

Vendor shall cooperate and comply with the provisions of Executive Order 94. Violation may result in City terminating this Master Purchase Order or barring Vendor from City facilities or from participating in City operations.

**29. Conflict of Interest:**

No employee of City shall have any personal or beneficial interest in the goods/services described in this Master Purchase Order; and Vendor shall not hire or contract for services any employee or officer of City which would be in violation of City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

**30. Advertising and Public Disclosure:**

The Vendor shall not include any reference to the Master Purchase Order or to services performed or goods purchased pursuant to the Master Purchase Order in any of the Vendor's advertising or public relations materials without first obtaining the written approval of the Director of Purchasing.

**31. Intentionally omitted.****32. Intellectual Property:**

Any research, reports, studies, data, photographs, negatives or other documents, drawings, or materials (collectively "materials") delivered by Vendor in performance of its obligations under this Master Purchase Order shall be the exclusive property of City. Ownership rights shall include, but not be limited to the right to copy, publish, display, transfer, prepare derivative works, or otherwise use materials. Software license terms may be incorporated herein by an End User License Agreement signed by the Director of Purchasing. Any 'click-wrap' agreement, terms of use, electronic acceptance or other terms and conditions not agreed to in writing by the Director of Purchasing are of no force and effect. For avoidance of doubt, Vendor shall retain all ownership in intellectual property rights established prior to this Agreement, including but not limited to patents and trademarks; however, the Vendor hereby grants to the City a nonexclusive, royalty free, perpetual, and irrevocable license for any such trademarks.

**33. City's Duties:**

- (a) While Vendor will provide the goods set forth in **Exhibit A**, City shall (i) comply with laws applicable to its obligations in this Agreement; and (ii) procure and maintain all applicable permits, certifications, licenses, and approvals necessary under all applicable laws for the use of all goods, including but not limited to, consultation with, inspections, and approvals from local building officials and fire authorities regarding site layout and shelter spacing.
- (b) Vendor shall have no responsibility for any services not expressly set forth herein, including site grading, shelter leveling, electrical or plumbing connections, or staking units to the ground. The City acknowledges Vendor will not provide, and the City shall provide: (i) for purchase of hygiene or laundry units, the City shall be responsible to unload these units from the delivery trucks, to install toilets, sinks, heater/ac in hygiene units, and to procure and install washer/dryers in the laundry units.
- (c) The City acknowledges and agrees that it has received and reviewed Vendor's Village Dignity Standards (the "**Dignity Standards**"). The City has issued a Request for Proposals for services relating to the operation of the community in which the Vendor goods will be assembled and intends to contract with the awarded Proposer for such services. The Vendor acknowledges the City has provided Vendor with a copy of the RFP and agrees the RFP is consistent with the Dignity Standards. The City will use its reasonable efforts acting in good faith to comply with, and cause its employees, agents, contractors, volunteers, Project Site managers and service providers (collectively, "**Representatives**") to operate the Project Site consistent with the Dignity Standards and in connection with its use, maintenance, and safety of the Products.

- 34. Force Majeure:** A Party (referred to in this Section as a "**Force Majeure Party**") may suspend performance of obligation(s) under these Terms (other than the payment of any monies owed to the other Party and a Party's indemnification obligations) (i) to the extent that performance of such obligations is made commercially impracticable, illegal or impossible by an event of Force Majeure that is beyond the Force Majeure Party's reasonable control, and (ii) the Force Majeure Party provides written notice of the prevention within five (5) business days of the occurrence of the Force Majeure event to the other Party (including details of the Force Majeure event, its anticipated duration and any action being taken to avoid or minimize its effect) and (iii) uses commercially reasonable efforts to avoid the effects of such Force Majeure and to perform the affected obligation(s) to the extent reasonably possible. Such suspension of performance shall be continued for so long as the condition constituting Force Majeure continues and the Force Majeure Party takes reasonable efforts to remove the condition or otherwise perform the affected obligation(s). For purposes of this Agreement, "**Force Majeure**" shall mean only acts of God, strikes (other than of the claiming party's own personnel), civil disturbances, fires, earthquakes, governmental order or proclamation, outbreak or pandemic, supply chain interruption (to the extent such interruption is not caused by the gross negligence of such Party), acts of terrorism, floods, explosions, riots, war, rebellion, sabotage or failure or default of public utilities or common carriers. For clarity, notwithstanding the existence of a Force Majeure impacting a Party's performance hereunder, such Force Majeure Party shall continue performing all of its other obligations hereunder, and the other Party shall be excused from performing such of its obligations under these Terms that it cannot reasonably perform due to the non-performance by the Force

Majeure Party due to such Force Majeure, until such Force Majeure Party completes performance of such obligations that are prevented by such Force Majeure.

### 35. Federal Provisions:

Where the source of the funds, directly or indirectly for this Purchase Order is the Federal Government, the Vendor agrees to the applicable provisions set out below. The Vendor shall be responsible for determining which terms are applicable to its products and/or services.

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE** Vendor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60).

**DAVIS-BACON ACT COMPLIANCE** Vendor agrees to comply with the Davis-Bacon Act (40 U.S.C. 3148 to 3148) as supplemented by Department of Labor regulations (29 CFR part 5). **ANTI-KICKBACK ACT COMPLIANCE** Vendor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). **CONTRACT WORK HOURS AND SAFETY STANDARDS** Vendor agrees to comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT** Vendor agrees to comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. **CLEAN AIR AND WATER REQUIREMENTS** Vendor agrees to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et. seq.), and the Clean Water Act (33 U.S.C. 1251 et. seq.). Vendor agrees to report each violation of these requirements to the City and understands and agrees that the City will, in turn, report each violation as required to the appropriate EPA regional office. **ENERGY CONSERVATION REQUIREMENTS** The Vendor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (42 U.S.C. 6201) **NO SUSPENSION OR DEBARMENT** Vendor certifies that neither it nor its Principals or any of its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency. **BYRD ANTI-LOBBYING.** If the Maximum Contract Amount exceeds \$100,000, the Vendor must complete and submit to the City a required certification form provided by the City certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any Federal contract grant of any other award covered by 31 U.S.C. 1352. Vendor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

**Purchase pursuant to 3.26(e)-This Master Purchase Order is contingent on Council approval and is void without such action.**

**DRMC 20-64(B)(1) of the Revised Municipal Code: Emergency Purchase; Mayoral Emergency Declaration July 18, 2023.**



This initial term of Master Purchase Order is acknowledged and agreed to by:

City & County of Denver, Purchasing Division

Vendor Name:

Pallet PBC

By:

DocuSigned by: (Company Name)  
Sammi Anderson  
9FF370E93F89421  
(Authorized Signature)

By:

Brenda Hannu

Print Name:

Sammi Anderson

Print Name:

Brenda Hannu

Title:

Secretary; Vice President

Title:

Purchasing Manager

Date:

8/11/2023

Date:

8-11-2023

EXTENSION / RENEWALS

Extension No. 1

The contract made and entered into by your company and the City and County of Denver pursuant to the above referenced Supplier Contract No. (SC-00008309) expires on \_\_\_\_\_.

Should you desire to extend this contract to and including \_\_\_\_\_ and revise the aggregate amount to \$ \_\_\_\_\_ please return this page with your signature.

City & County of Denver, Purchasing Division

Vendor Name:

(Company Name)

By:

(Authorized Signature)

By:

Print Name:

Print Name:

Title:

Title:

Date:

Date:

Note:



EXHIBIT "A"

Supplier: Pallet PBC

Solicitation No. /Internal File Reference Location: 1146B

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**It is recommended that you use your Supplier Contract No. SC-0008309, in all future correspondence and/or other communications.**

**Description of the goods, and services related thereto, being purchased and pricing:**

Vendor to provide pallet shelters and related ancillary equipment to the City as described herein. Section Exhibit A.1 below establishes prices and lead-times for the City's requirements; the supplier also agrees to hold the pricing for the shelters and supplies through August 31, 2024, in the event the City has additional requirements.

Pricing updates may be allowed for an optional renewal year (if executed) (September 1, 2024-August 31, 2025) Pricing updates must be based upon documented 2<sup>nd</sup> tier supplier price increases and must be verifiable (e.g., letter from the 2<sup>nd</sup> tier suppliers, market indexes, and etcetera. The vendor must provide a complete template that includes both items with price changes as well as items where changes are not requested by July 31, 2024, for any price changes to take effect. Items with price increases must be clearly identified.

Exhibit A.1



info@palletshelter.com

425-322-5122

Created Date 8/9/2023  
 Quote Number 00001580

Company Address 1930 Merrill Creek Plwy, Suite A  
 Everett, WA 98203  
 USA

Expiration Date 8/31/2023  
 Ship To Name City of Denver

Bill To Name City of Denver  
 Ship To Denver, CO 80202

Product		Sales Price	Quantity	Total Price
S2 70 SQFT Sleeper	Delivery 11/1/23	\$13,900.00	130.00	\$1,807,000.00
S2 120 SQFT Sleeper	Delivery 11/1/23	\$18,900.00	70.00	\$1,323,000.00
S2 Air Conditioner and Install Kit	Delivery 11/1/23	\$399.00	130.00	\$51,870.00
Air Conditioner and Install Kit S2 120 Sleeper	Delivery 11/1/23	\$499.00	70.00	\$34,930.00
240v Electrical Kit with 4,500w Heater	Delivery 11/1/23	\$1,599.00	200.00	\$319,800.00
Twin Bed Frame	Delivery 11/1/23	\$200.00	230.00	\$46,000.00
Relief Bed Twin Mattress	Delivery 11/1/23	\$300.00	230.00	\$69,000.00
Folding Desk	Delivery 11/1/23	\$275.00	200.00	\$55,000.00
S2 Sleeper Assembly Training		\$10,000.00	1.00	\$10,000.00
Shelter 400 SQF	Delivery 12/1/23 - 12/13/23	\$39,999.00	3.00	\$119,997.00
Training / Inspection Fee - 400 SQFT		\$6,000.00	3.00	\$18,000.00
Shelter 800 SQF	Delivery 12/1/23 - 12/13/23	\$64,995.00	3.00	\$194,985.00
Training / Inspection Fee - 800 SQFT		\$6,000.00	3.00	\$18,000.00
2 Stall Accessible Bathroom Unit (1 Full Bath, 1 Admin Half Bath)	Delivery 11/1/23	\$44,995.00	3.00	\$134,985.00
2 Stall Bathroom Unit (Toilet, Shower, Sink in Each)	Delivery 11/1/23	\$44,995.00	11.00	\$494,945.00
100 SQF Laundry Unit (W/D not included)	Delivery 11/1/23	\$39,995.00	3.00	\$119,985.00
Inspection Fee for Warranty Enaction (per site)		\$5,000.00	3.00	\$15,000.00
	Subtotal	\$4,832,497.00		
	Shipping and Handling	\$285,000.00		
	Grand Total	\$5,117,497.00		

Notes

\* Shipping and Handling: not to exceed \$285,000 for initial November 1, 2023 requirements; City to pay actual shipping costs incurred throughout the life of the agreement; 0% mark up from third-party invoice

A 6,000 lbs. forklift with 8 foot forks will be needed onsite for delivery at the responsibility and cost of the customer. Pallet is not responsible for site grading, leveling of shelters, staking to the ground, or electrical connections to the shelters.