


Master Purchase Order

DO NOT INVOICE TO THIS ADDRESS		Master Purchase Order No.		0819A0115		
City & County of Denver		Date:	January 21, 2015	Revision No.		
Purchasing Division		Payment Terms	Net 30	Ordinance	(as applicable):	
201 West Colfax Avenue, Dept. 304		Freight Terms	DESTINATION			
Denver, CO 80202		Ship Via	Ground			
United States		Buyer:	Jessica Skibo			
Phone: 720-913-8100 Fax: 720-913-8101		Phone:	720-913-8110			

Vendor: 0000003531 Phone: 303-850-9000 Fax: 303-792-0442 Email: steve@triplecom.com

Triple C Communications, Inc.
114 Inverness Circle E
Englewood, CO 80112
Attn: Steve Crout

Ship To: City & County of Denver
Electronic Engineering Bureau
1930 35th St.
Denver, CO 80216

Bill To: Accounts Payable
201 West Colfax Department 908
Denver, Colorado 80202

1. Goods/Services:

Triple C Communications, Inc., a Corporation in the State of Colorado, (“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”), 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 Agreement 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:

The term of this Agreement shall run Five (5) years from date of City signature.

5. Extension or Renewal:

The City and County of Denver reserves the right to renew and extend the Master Purchase Order, upon mutual agreement between the City and County of Denver and the vendor for additional one (1) year periods but not to exceed three (3) additional years.

6. Non-Exclusive:

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

7. Inspection and Acceptance:

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 (3) 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 Master Purchase Order. Vendor shall perform all services in accordance with the standard of care exercised by highly competent vendors who perform like or similar services.

8. 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 procure all permits and licenses; 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.

9. Risk of Loss:

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.

10. 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.

11. Payment:

Payment shall be subject to City's Prompt Payment Ordinance D.R.M.C. § 20-107, et-seq. after City accepts the goods/services. 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 Two-Million Five-Hundred Thousand Dollars (\$2,500,000). The Vendor acknowledges that any goods/services provided beyond those specifically described in **Exhibit A** are performed at Contractor'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.

12. Amendments/Changes:

Only the Manager of General Services or his 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.

13. Warranty:

Vendor warrants and guarantees to City that all goods furnished under this Master 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 seven (7) 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.

14. 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 Master 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 Master Purchase Order. Notwithstanding anything contained in this Master 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.

15. 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 such a termination, City's sole liability shall be limited to payment of the amount due for the goods/services accepted by City. 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.

16. 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.

17. 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.

18. 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

19. 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.

20. 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.

21. Insurance:

Vendor shall secure, before delivery of any goods/services, the following insurance covering all operations, goods and services provided to City. Vendor shall keep the required insurance coverage in force at all times during the term of the Purchase Order, or any extension thereof, during any warranty period, and for three (3) years after termination of this Purchase Order. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring 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 Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. 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, 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. If any policy is in excess of a deductible or self-insured retention, City must be notified by Vendor. Vendor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of Vendor. Risk Management reserves the right to require additional policies and/or limits based on agreement scope of work. Vendor shall provide a copy of this Purchase Order to its insurance agent or broker. Vendor may not commence services or work relating to the Purchase Order prior to placement of coverage. Contractor certifies that the attached certificate of insurance attached to the Purchase Order documents, preferably an ACORD certificate, complies with all insurance requirements of this Purchase Order. 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 Purchase Order shall not act as a waiver of Vendor's breach of this Purchase Order or any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements. Vendor's insurer shall name as Additional Insured to its Commercial General Liability and Business Auto Liability policies the City and County of Denver, its elected and appointed officials, employees and volunteers. Vendor's insurer shall waive subrogation rights against the City. All sub-contractors and sub-consultants (including independent contractors, suppliers or other entities providing goods/services required by this Purchase Order) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Vendor. Vendor shall include all such entities as insureds under its policies or shall ensure that they all maintain the required coverages. Vendor shall provide proof of insurance for all such entities upon request by City. For Worker's Compensation Insurance, Vendor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 for each bodily injury occurrence claim, \$100,000 for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Vendor expressly represents to City, as a material representation upon which City is relying, that none of the Vendor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Purchase Order, and that any such rejections previously effected, have been revoked. Vendor shall maintain Commercial General Liability coverage with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate. Vendor shall maintain Business Auto Liability coverage with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-hired vehicles used in performing services under this Purchase Order. For Commercial General Liability coverage, the policy must provide the following: (i) That this Purchase Order is an Insured Contract under the policy; (ii) Defense costs in excess of policy limits (iii) A severability of interests, separation of insureds or cross liability provision; and (iv) A provision that coverage is non-contributory with other coverage or self-insurance provided by City. For claims-made coverage, the retroactive date must be on or before the first date when any goods or services were provided to City. Vendor must 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.

22. 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.

23. 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. Bonds shall survive as long as any warranty period.

24. No Construction Against Drafting Party:

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

25. 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, software, 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.

26. Records and Audits:

Vendor shall maintain for three (3) years after final payment hereunder, all pertinent books, documents, papers and records of Vendor involving transactions related to this Master Purchase Order, and City shall have the right to inspect and copy the same.

27. 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.

28. No Discrimination in Employment:

Vendor shall not refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and Vendor shall insert the foregoing provision in any subcontracts hereunder.

29. 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.

30. 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.

This Master Purchase Order is acknowledged and agreed to by:

Vendor Name:	<u>Triple C Communications, Inc</u>	City & County of Denver, Purchasing Division
	(Company Name)	
By:	<u>[Signature]</u>	By: <u>[Signature]</u>
	(Authorized Signature)	
Print Name:	<u>Steve Grant</u>	Print Name: <u>Jessica Skibo</u>
Title:	<u>President</u>	Title: <u>Senior Buyer</u>
Date:	<u>1/22/15</u>	Date: <u>Jan 22 / 2015</u>

EXHIBIT "A"

Vendor: Triple C Communications, Inc.
 Title: PROJECT 25 PORTABLE AND MOBILE 700/800MHz RADIO'S
 Master Purchase Order No.: RADIOP25_800MHZ0819A

It is recommended that you use your Master Purchase Order No. – 08190115, in all future correspondence, billing, invoicing or other communications.

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

UNIT REQUIREMENTS:General Requirements –

All devices provided through this Master Purchase Order shall work with the existing Harris Master V P25 trunked radio system and the State of Colorado DTRS system. DES/AES encryption is not a requirement.

- a) Provided Mobile and Portable radios must be on CCNC approved subscriber list.
- b) Programming - All radio programming hardware and software that is required to program the mobile and portable radios to operate on the existing system and systems outside of the City and County, specifically, mutual aid channels and shared systems in the region. Additionally, provided hardware and software must provide for firmware updates as needed and/or required.
- c) Server-based set of programming/configuration software and cabling must be supplied per unique device (Mobile & Portable). If a server-based set of programming/configuration software is not available, licensing must be provided for up to 16 individual users. Associated hardware for a minimum of two users must be provided as well.

Mobile Radios – Minimum Technical Specifications

- a) Operating range: 764-806 MHz 806-870 MHz
- b) Operating Temperature: -30° C to +60° C
- c) Frequency Stability: ≤1ppm
- d) Transmitter
 - i) Modulation Limiting: (800MHz): ±2.5/±4(NPSPAC)/±5KHz
(700MHz): ±2.5/±5KHz
 - ii) Channel Spacing: 12.5/25KHz
 - iii) FM Hum & Noise: ≥36dB
 - iv) Power Output: Maximum ≥25 Watts (Software Adjustable)
 - v) Microphone: Standard Hand Mic & Optional Desk Mic
- e) Receiver
 - i) Sensitivity (12 dB SINAD): ≥ -119dBm
Digital (5% BER): ≥ -119dBm
 - ii) Intermodulation Rejection: ≥73dB
 - iii) Selectivity: ≥63dB
 - iv) FM Hum & Noise: ≥ 36dB
 - v) MIL-STD 810C, D, E, F
 - vi) IP 54 (non-IS)
 - vii) Display: Full Display
 - viii) Keypad: options for Full Keypad or limited keypad
 - ix) Must support both internal speaker and optional external speaker

Portable Radios– Minimum Technical Specifications

- f) Operating range: 764-806 MHz 806-870 MHz
- g) Operating Temperature: -30° C to +60° C
- h) Frequency Stability: ≤1ppm
 - i) Transmitter
 - i) Modulation Limiting: (800MHz): ±2.5/±4(NPSPAC)/±5KHz
(700MHz): ±2.5/±5KHz
 - ii) Channel Spacing: 12.5/25KHz
 - iii) Power Output: ≥3 Watts (Software adjustable)
 - iv) FM Hum & Noise: ≥36dB
 - v) Duty Cycle: ≥ 20%
- j) Microphone: Internal & Optional Shoulder Mic
- k) Receiver
 - i) Sensitivity (12 dB SINAD): ≥ -119dBm
 - ii) Digital (5% BER): ≥ -119dBm
 - iii) Intermodulation Rejection (Narrow Band): ≥73dB
 - iv) Selectivity (Narrow Band): ≥66dB
 - v) FM Hum & Noise Narrow Band): ≥ 36dB
 - vi) Spurious Noise Rejection (Narrow Band): ≥70dB
 - vii) Audio Distortion (at rated audio output): ≤ 2.5%
- l) MIL-STD 810C, D, E, F,
- m) IP 54 (non-IS)
- n) Display: Full Display
- o) Keypad: options for Full Keypad or limited keypad
- p) Battery Chemistry: Lithium-Ion or Lithium Polymer
- q) Individual (desk) Charger Chemistry: Lithium-Ion or Lithium Polymer
- r) Multi-Charger Chemistry: Li-Ion or Lithium Polymer

PARTS & SERVICE MANUALS:

The vendor will be required to furnish for contract duration: Schematics, service manuals, and parts lists shall be provided for both mobile and portable radios, chargers, and peripherals on items proposed, plus current repair parts price sheets. User operating documentation and specifications must be provided.

WARRANTY/TRAINING:

The provided equipment must have a minimum of a two year warranty, superseding the standard terms and conditions, covering all parts and pieces of equipment. This warranty for new units shall start the day the unit is put in service by the City. The Vendor shall work with the manufacturer to provide training to designated City employees for support of end users, to perform warranty and non-warranty repairs, and to manage technical issues and installation support for equipment.

The vendor shall be required to provide component level training to the City & County of Denver, Technology Services, Electronic Engineering Bureau (EEB) team to attain self-service repair center status. This status will provide for the approval to perform in-warranty and out of warranty repairs of the selected mobile and portable radios at no additional cost to the City of Denver. There may be a need to provide two separate training sessions to ensure all shifts of the EEB are trained. This training shall take place at a City of Denver facility determined by the EEB staff.

Vendor's / Manufacturer's are to realize the City shall perform most warranty repairs in house. Any 'in warranty' repairs done by EEB will be documented and submitted to vendor for parts credit against any outstanding invoices and/or future parts orders. Credits for warranty repairs shall be applied on a case by case basis per documented warranty repair. Vendor is to provide a major/minor schedule with associated dollar amount for that type of repair and associated labor rating (if applicable). A labor optional credit will be considered, but is not required.

The manufacturer shall have or establish a single source that will accomplish or coordinate any necessary warranty work that isn't performed by City personnel. The manufacturer shall respond to requests for warranty assistance within twenty-four (24) hours. The City requires the manufacturer to maintain and supply an inventory of frequently used repair parts for the life cycle of current product, plus five years after the model being supplied to the City is discontinued. If the repair part ordered is not available, the next higher assembly inclusive of that part shall be shipped at no additional cost. Refurbished parts shall not be used or accepted. An initial parts supply for commonly used repair parts supporting the proposed equipment shall be included to be kept on site at the EEB for performing warranty repairs.

ACCESSORIES / AVAILABILITY:

Accessories for both mobile and portable radios must be available from the manufacturer and/or aftermarket manufacturers of peripherals including, but not limited to batteries, speaker microphones (sometimes referred to as shoulder microphones), antennas, headsets, external speakers, chargers, etc.

PROGRAMMING / SOFTWARE / HARDWARE/CABLES

The manufacturer shall provide any required software, hardware, and/or cables necessary to program both mobile and portable radios. This equipment or combination of equipment must facilitate the operational programming (ie. the addition/deletion of frequency sets, features, options), maintenance programming (ie. alignment, adjustment, performance), as well as upgrade programming (ie. firmware upgrades, new features, etc.). Any special tools that are radio specific to assemble/disassemble the portable and mobile radios must be included.

MODEL CONFIGURATIONS:

For all items listed herein, should a hardware model number and/or configuration become unavailable during the life of the resulting contract, vendor must provide a replacement configuration that is equal to or better than the original configuration contained in the quotation at no additional cost to the City.

The City reserves the right to request sufficient samples for testing from the vendor to determine proposed upgrade meets the needs of the City and County of Denver / Electronic Engineering Bureau. The samples will be tested and trialed; however upon completion of said evaluation may be returned to the vendor.

ESTIMATED QUANTITIES:

The City does not guarantee any quantity of item listed herein to be ordered during the coming year. However, for information only, estimated budget during the coming budget year may approximately be \$450,000. In addition, due to the advance in technology and appropriated funds, the appropriated budget may increase annually.

This estimation is best estimate and does not obligate the Buyer to order or accept more than Buyer's actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated

funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirement of the materials specified in this proposal for the contract period.

F.O.B. POINT:

All prices quoted must be quoted at a firm price F.O.B. City & County of Denver, Electronic Engineering Bureau, 1930 35th St. Denver, CO 80216.

DELIVERY CONSIDERATIONS:

Deliveries of new Equipment (Portables, Mobiles and peripherals) are to be made as soon as possible after orders are placed and are anticipated within a 30 calendar day period. Deliveries of Repair Parts shall be delivered within 48-72 hours after receipt of order.

PRE-DELIVERY:

Prior to delivery, new units of equipment must meet all of the manufacturer's specifications. The EEB will perform an operational test on all radios prior to issuing them. If they don't meet the manufacturer's technical specifications they will need to be repaired or replaced, at the cost of the vendor.

COOPERATIVE PURCHASING:

The City and County of Denver encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions, pursuant to Denver Revised Municipal Code Sec. 20-64.5. To the extent other governmental jurisdictions are legally able to participate in cooperative purchasing endeavors, the City and County of Denver supports such cooperative activities. Further, it is a specific requirement of this Master Purchase Order that pricing offered herein to the City and County of Denver may be offered by the vendor to any other governmental jurisdiction purchasing the same products.

The vendor must deal directly with any governmental agency concerning the placement of purchase orders, freight charges for destinations outside of the Denver Metro area, contractual disputes, invoicing, and payment. The City and County of Denver shall not be liable for any costs, damages incurred by any other entity.

VENDOR PERFORMANCE MANAGEMENT:

The Purchasing Department may administer a vendor performance management program as part this contract. The purpose of this program is to create a method for documenting and advising the Purchasing Department of exceptional performance or any problems related to the purchased goods and services. The vendor specific performance measures should address at minimum the following information:

- Total dollar value of purchases per City Agency
- Total number of transactions per City Agency
- Percentage of items shipped from local stock
- Percentage of items backordered
- Average delivery time for stock material
- Average delivery time for backorders
- Consistent Problems Failure Rates
 1. Volume Buttons
 2. Frequency Sensitivity
 3. Display Issues
 4. Transmit Failures

ITEM INFORMATION & PRICING:

Item No.	Description	Unit Price	MFG	Model #	Warranty	DD ARO	
1	Fixed Mount Mobiles	1,495.61	Kenwood	TK-5910BK/10BMD-9	3 YR	8 wks	
2	Remote Mount Mobiles	1,632.88	Kenwood	TK-5910BK/10BMSH-9	3 YR	8 wks	
3	Desk Microphone for Mobile	56.67	Kenwood	KMC-9B	3 YR	8 wks	
4	External Speaker Option for Mobile	35.95	Kenwood	KES-5	3 YR	8 wks	
5	Portable - 700/800MHz, 3.0 Watt Analog Standard Key Model	1,065.52	Kenwood	NX-5400K2 / KSC-32 / KRA-32K / KNB-L2 / with P1 Trunking Software (KWD-5100CV / KWD-5101TR)	3 YR	8 wks	
6	Portable - 700/800MHz, 3.0 Watt Analog Full Key Model	1,115.52	Kenwood	NX-5400K3 / KSC-32 / KRA-32K / KNB-L2 / with P1 Trunking Software (KWD-5100CV / KWD-5101TR)	3 YR	8 wks	
7	Single Charger for Portable	41.03	Kenwood	KSC-32	3 YR	8 wks	
8	Multi Unit 6 bank Charger for Portable	111.38	Kenwood	KMB-23	3 YR	8 wks	
9	Battery for Portable	69.83	Kenwood	KNB-L2	3 YR	8 wks	
10	Hvy Duty Leather Case for Portable	25.89	Kenwood	KLH-200K3	3 YR	8 wks	
11	Nylon Case for Portable	13.62	Kenwood	KLH-201K3	3 YR	8 wks	
12	Belt Clip for Portable	8.60	Kenwood	KBH-11	3 YR	8 wks	
13	Antennas for Portable	20.51	Kenwood	KRA-32K	3 YR	8 wks	
14	Hand Microphone	56.67	Kenwood	KMC-41M	1 YR	8 wks	
15	Discount % off Published MSRP List	-41%	for all parts not listed herein				