

Master Purchase Order

DO NOT INVOICE TO THIS ADDRESS		Supplier Contract No.	SC-00003947
City & County of Denver		Date:	5/14/2019
Purchasing Division		Revision No.	
201 West Colfax Avenue, Dept. 304		Payment Terms	NET 30
Denver, CO 80202		Resolution (as applicable):	
United States		Freight Terms	DESTINATION
Phone: 720-913-8100 Fax: 720-913-8101		Ship Via	Ground
		Buyer:	Maggie Baker
		Phone:	720-913-8151

Supplier ID: DENVR0000000189 Phone: 720-590-5403

Email: Michelle.battin@graybar.com

Graybar Electric Company, Inc.
480 E. 55th Avenue, Suite 500
Denver, CO 80216

Ship To: Wellington Webb Municipal Building
Mail Room, 3RD Floor
201 W Colfax Avenue
Denver, CO 80202

Attn: Michelle Battin

Colorado Secretary of State ID: 19871060139

Bill To: As Specified by Agency

U.S. Federal SAM Registry Verification Date: 05/14/2019

1. Goods/Services:

Graybar Electric Company, Inc., a Foreign Corporation, ("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 effective period of the annual contract or agreement resulting from this proposal shall be from date of City signature for an initial three (3) years. It is also a specific provision of this proposal that the City and the vendor may mutually agree to renew and continue the contract or agreement consummated under this proposal for additional periods of one year at the same prices, terms and conditions. However, no more than two (2) yearly extensions shall be made to the original agreement.

5. Non-Exclusive:

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

6. 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.

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 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.

8. 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.

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. 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 seven hundred and fifty thousand (\$750,000.00). 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 set off against any payments due to Vendor any claims and/or credits it may have against Vendor under this Master Purchase Order.

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 and that any professional services associated with the goods, or standalone professional services under \$10,000, shall be performed in a workmanlike and professional manner with the degree of skill and judgment normally exercised by recognized professionals performing services of the same or substantially similar nature. For any goods or services which are or become defective within twelve (12) months (unless otherwise specified) after date of receipt by City, Vendor shall at no expense to City, at City's election and to City's satisfaction, either remedy any and all defects or replace the defective goods 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.

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 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.

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 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.

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.

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 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 Master Purchase Order, or any extension thereof, during any warranty period, and for three (3) years after termination of this Master 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 Master 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 Master Purchase Order to its insurance agent or broker. Vendor may not commence services or work relating to the Master Purchase Order prior to placement of coverage. Contractor certifies that the attached certificate of insurance attached to the Master Purchase Order documents, preferably an ACORD certificate, complies with all insurance requirements of this Master 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 Master Purchase Order shall not act as a waiver of Vendor's breach of this Master 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 Master 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 affect such rejection during any part of the term of this Master 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 Master Purchase Order. For Commercial General Liability coverage, the policy must provide the following: (i) That this Master 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.

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. Bonds shall survive as long as any warranty 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, 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.

25. 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.

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:

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.

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. No Employment of Illegal Aliens 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 an illegal alien who will perform work under this Agreement.
- (2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

c. The Contractor also agrees and represents that:

- (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (2) 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 an illegal alien to perform work under the Agreement.
- (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.
- (4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Contractor 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 the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor will also then 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 illegal alien, 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 an illegal alien.
- (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.

d. 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 the 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 Contractor from submitting bids or proposals for future contracts with the City.

32. 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 Contractor 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** Contractor 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** Contractor 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** Contractor 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** Contractor 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** Contractor 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.). Contractor 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 Contractor 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** Contractor 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 Contractor 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. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

This Master Purchase Order is acknowledged and agreed to by:

City & County of Denver, Purchasing Division

Vendor Name: Graybar Electric
(Company Name)

By: Wade E. Webster
(Authorized Signature)

Print Name: Wade Webster

Title: Branch Manager

Date: 5/20/2019

By: Maggie Baker

Print Name: Maggie Baker

Title: Associate Buyer

Date: 5/20/2019

Supervisor Initial: SB

EXHIBIT "A"

Vendor: Graybar Electric Company, Inc.
 Title: Citywide Audio and Visual Equipment (excluding DEN)
 Solicitation No.: 10936

It is recommended that you use your Supplier Contract No SC-00003947, in all future correspondence and/or other communications.

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

The City is solicited proposals for Audio and Visual Equipment and Associated Electronics. This may include but is not necessarily limited to the following: televisions, digital displays, wall mounts, and audio and video conferencing solutions to be used at various City owned facilities. **NO INSTALLATION OF GOODS IS REQUIRED.**

The purpose of the solicitation was to establish an award(s) on a competitive basis to qualified manufacturers or authorized resellers who place a high priority on customer service. Manufacturer resellers shall provide documentation from the manufacturer that they are an authorized reseller and all warranty and service related items detailed in this document can be provided by the reseller.

GENERAL REQUIREMENTS:

- Graybar Electric Company, Inc. shall provide a dedicated primary customer service representative and account manager to the City.
- Graybar Electric Company, Inc. must be in business of providing residential and/or consumer grade audio and video equipment and associated supplies for a minimum of three (3) years.
- Graybar Electric Company, Inc. shall respond to requests for quotes (RFQs) within two (2) business days of the initial request for all items that are specified in Groups A and B. For items that need additional planning to develop specifications that outside fall outside those groups, vendor must respond to RFQ within five (5) business days. If additional time is needed, status updates shall be provided.
- The City assigns job numbers for projects. Graybar Electric Company, Inc. must be able to include the assigned job number on all RFQ's.
- Graybar Electric Company, Inc. must be flexible and allow for quote modifications prior to the issuance of a Purchase Order.
- For this proposal, Graybar Electric Company, Inc. shall propose all new equipment of the model specified or an approved equal. Manufacturer's warranties shall be included with the bid. No third-party products will be accepted. Equipment shall be provided in the manufacturer's original packaging (unless otherwise requested).
- Once product is designated as approaching end of life and a new product is identified, the City expects Graybar Electric Company, Inc. to provide the replacement product at the price proposed. Such designations are to be communicated to the buyer within fourteen (14) calendar days of the date of notification. This includes when current models are discontinued or upgraded.
- When applicable, Graybar Electric Company, Inc. shall propose products that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency. Graybar Electric Company, Inc. is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products. Graybar Electric Company, Inc. must provide a report on an annual basis that indicates the quantity of Energy Star certified products purchased per year.

F.O.B POINT, DELIVERY, & INVOICING REQUIREMENTS:

No items are to be shipped or delivered until receipt of an authorized purchase order from the City and County of Denver General Services Purchasing Division.

Considerations		Group 1 Citywide
F.O.B POINT: <i>(Prices quoted shall be FOB)</i>	Wellington Webb Building Mail Room 3 rd floor – 201 W Colfax Ave., Denver, CO 80202	
DELIVERY	Inside delivery is required for all orders shipped to the address listed above between the hours of 7:00 AM to 1:00 PM, Monday – Thursday, excluding holidays. Failure to provide inside delivery may result in contract cancellation. Deliveries will require 48 hours advanced notice by contacting the agency contact listed on the PO. Supplier must have a liftgate.	
DELIVERY CONT.	Graybar Electric Company, Inc. shall deliver goods from Group 1 as soon as possible, not to exceed ten (10) business days after receipt of order. For goods that are purchased outside of Group 1 and utilize discount from published price lists that require specification, a lead time for delivery will be determined at time of quotation and agreed upon by the City. <i>Full delivery, no partial deliveries shall be accepted.</i>	
SHIPPING	Graybar Electric Company, Inc. shall include the serial number and purchase order number on all boxes and/or packing slips.	
INVOICING	All invoicing and correspondence must contain the purchase order number in full. Graybar Electric Company, Inc. shall resolve all order and invoice discrepancies (shortage, overage, damage, etc.), not including City errors (miss-ordered items, etc.) within five (5) business days after written notification or, if because of the nature, the discrepancies cannot be resolved within that time frame, Vendor shall take all the steps the City deems necessary. <i>Full invoices for total of PO, no partial invoices shall be accepted.</i>	
RETURNS	Graybar Electric Company, Inc. is to provide the city a thirty (30) calendar day, no-charge return policy and no restocking fees for price agreement items including components.	

WARRANTY GUARANTEE:

Graybar Electric Company, Inc. shall be fully responsible for any and all warranty work, regardless of whether or not manufacturers of equipment, and/or its component parts, provide the actual warranty coverage. In addition, vendor shall have or establish a single, local source that will accomplish or coordinate any necessary warranty work. Vendor shall respond to requests for warranty assistance within twenty-four (24) hours.

FAILURE TO DELIVER:

In the event of failure of Graybar Electric Company, Inc. to deliver the goods in accordance with the contract terms and conditions, the City may procure the goods and services from other sources and hold the contractor responsible for any resulting costs. A failure to deliver may result in the immediate termination of a resulting contract.

PROCUREMENT CARDS: PAYMENT CONDITIONS:

Graybar Electric Company, Inc. are asked to have the capability of accepting the City's authorized Procurement Card as a method of payment. No price changes or additional fee(s) may be assessed when accepting the Procurement Card as a form of payment. Vendors unable to comply with this requirement are asked to indicate such exception on vendor letterhead. This exception will be taken into consideration during the evaluation of the received proposals.

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 proposal or Request for Proposal 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.

Graybar Electric Company, Inc. 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.

PALLET CHARGE:

All pallets supplied shall be non-returnable, no deposit.

VENDOR PERFORMANCE MANAGEMENT:

Graybar Electric Company, Inc. is required to furnish a performance report to the buyer on an annual basis, no later than the anniversary date of the applicable Master Purchase Order or City Contract, providing at a minimum the following information:

FOR GOODS

- 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

Additionally, Graybar Electric Company, Inc. may be required to provide statistical information which details items, quantities, and total dollars expended on quarterly basis. The report shall contain, but not be limited to, the following fields:

- Style Number
- Description
- Quantity of each item shipped for a given period
- Size of each item shipped for a given period
- Date ordered

PRICING:

All prices shall be firm and fixed for an initial term of three (3) years with no adjustments allowed. All prices quoted shall be considered as a delivered price. Should it be in the best interest of the City to renew the resulting contract for two (2) additional one-year periods, awarded vendor(s) may submit a request for adjustment on the yearly anniversary date of the contract. Any request for price adjustment(s) shall be submitted thirty (30) days in advance in writing to the Director of Purchasing. Pricing updates must be based upon manufacturer's price increases and must be verifiable. Discount percentages quoted must remain constant.

NO ADDITIONAL SHIPPING CHARGES AND/OR SURCHARGE will be paid by the City. All shipping charges were to be included in the bid prices.

In the event the market price on any item is reduced during the period of the contract, Graybar Electric Company, Inc. for that item shall reduce the proposal price to the City accordingly.

ITEM FILE (PARTS/COMPONENTS):

The City has a Catalog inventory-tracking module in its financial system known internally as the 'Item File'. If it is determined to be in the best interest of the City, Graybar Electric Company, Inc. shall collaborate with the City to introduce and maintain specific Catalog Items within the City's 'Item File' (as required.)

The protocol for the City/ Vendor/ Catalog 'Item File' collaboration includes but is not limited to the following:

- Specific items will be identified by the City to become a Catalog Item;
- The City and vendor will collaborate to determine the Catalog Item description;

- Specific Catalog Item pricing will be determined by applying the vendor's price percentage adjustment to the price list and price column identified by the vendor for each Catalog Item or as determined by specific bid price for the Catalog Item (as applicable.)
- City Agencies will order the Catalog Item via the City's Purchasing Division's Procurement Module and issue the vendor Purchase Orders.
- Graybar Electric Company, Inc shall enter/ populate the City-provided Catalog item upload templates with required information and pricing

DISCOUNTS (FROM PUBLISHED PRICE LISTS):

During the solicitation process Vendors were encouraged to submit proposals based on a discount from a manufacturer's Published Price List(s) under the Catalog Discount tab of the pricing sheet. Discounts were to be a percentage off current manufacturers' list prices and include all shipping and handling charges. Such Published Price List(s) should have been common to and accepted by the industry in general.

Revised Published Price Lists will be accepted only in the event of an industry-wide price change, as evidenced by the issuance of revised price lists by the manufacturer and/or a justification acceptable to the Chief Procurement Officer.

Revised Prices will not become effective until revised list(s) are submitted to the City under vendor cover letter identifying the applicable contract agreement number. Vendor cover letter and pricing lists must be dated, signed and submitted to the Chief of Procurement.

In lieu of printed price list, any of the following may be provided:

- USB or Flash Drive
- Web Access, including web address
- For any other media, please contact the buyer for approval prior to submittal
- If one of these is provided, please so indicate in the proposed item at "Name of Price Schedule..."

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BID ITEMS:

CATEGORY A - TV's & Accessories								
GRAYBAR								
Bid Item	Manufacturer	Model #	Size	Proposed Manufacturer	Proposed Model #	Proposed Size	Warranty	Unit Price
1	Samsung	UN55J6200AFXZA	55"	Samsung	UN55RU7100FXZ	55"	1 Year	\$ 645.38
2	Samsung	UN55H6350	60"	Samsung	UN55RU8000FXZ	55"	1 Year	\$ 940.12
3	Samsung	UN55J6201AFXZA	55"				1 YEAR	\$ 671.58
4	Samsung	UN60H6350	60"	DISCONTINUED				
5	Samsung	UN60JU6500	60"	Samsung	UN58RU7100FXZ	58"	1 Year	\$ 699.45
6	Samsung □	UN65J6200AFXZA	65"	Samsung	UN65RU7100FXZ	65"	1 Year	\$ 968.65
7	Samsung	UN65H6300AFXZ	55"	Samsung	UN65RU8000FXZ	65"	1 Year	\$ 1,316.16
8	Samsung	UN65KU6300F	65"	DISCONTINUED				
9	Samsung	UN65KU6300FXZA/B	65"				1 YEAR	\$ 875.83
10	Samsung	UN65MU6300FXZA	65"				1 YEAR	\$ 1,373.52
11	Samsung	UN65H6350	65"	Samsung	UN65NU7100FXZ	65"	1 YEAR	\$ 885.07
12	Samsung	UN65MU6300FXZA	65"				1 YEAR	\$ 1,373.52
13	Samsung	UN75J6300	75"	Samsung	UN65NU7100FXZ	65"	1 Year	\$ 1,722.17
14	Samsung	UN82NU8000FXZA	82"				1 YEAR	\$ 2,560.87
15	Sharp	PN-LE601	60"				1 YEAR	\$ 1,069.90
16	Peerless Av	ST-650	UNIVERSAL TILT WALL MOUNT 39" to 75"				1 YEAR	\$ 74.78
17	Chief	RDRUB	PDRUB LARGE DUAL SWING ARM TV MOUNT BLK 42" TO 71"				1 YEAR	\$ 463.60

18	Chief	PDRUS	LARGE DUAL SWING ARM TV MOUNT SLVR 42" TO 71"				1 YEAR	\$ 463.60
19	Ergotron	Neo-Flex 60-612	NEO-FLEX® TILTING WALL MOUNT 37"-80"				1 YEAR	\$ 110.15
20	Chief	CPA072	SERIES PIN CONNECTION COLUM 72"				1 YEAR	\$ 56.51
21	Chief	CPA096	SERIES PIN CONNECTION COLUM 96"				1 YEAR	\$ 74.30
22	Chief	CPA330	SERIES PIN CONNECTION OFFSET CEILING PLATE				1 YEAR	\$ 36.10
23	Chief	FCA500	FUSION 18" LOWER COMPONENT/VC SHELF				1 YEAR	\$ 58.60
24	Chief	LCM2X1U	FUSION LARGE 2X1 MENU BOARD CEILING TV MOUNT 55"				1 YEAR	\$ 356.34
25	Chief	FCAX-08	FUSION VIDEO WALL 8IN EXTENSION BRACKETS 65" EXT				1 YEAR	\$ 79.01
26	Peerless Av	ROCE1020	VIDEO CONFERENCING FLAT SCREEN TV CART				1 YEAR	\$ 244.17
27	Peerless Av	STX650L	UNIVERSAL TV TILT MOUNT W/ SECURITY LOCK				1 YEAR	\$ 84.88

CATALOG DISCOUNTS:

Brand	Category Discount
LG	25%
Samsung	5-20%
NEC	19%
Sharp	20%
Polycom	21%
Peerless	5-15%
Chief	5-15%
Ergotron	20%
Intel	NO BID