

Master Purchase Order

DO NOT INVOICE TO THIS ADDRESS	 DENVER <small>THE MILE HIGH CITY</small>	Workday™ Supplier Contract No.	SC-00007135		
City & County of Denver		Date:	1/12/2023	Revision No.	1
Purchasing Division		Payment Terms	NET30	Resolution (as applicable):	
201 West Colfax Avenue, Dept. 304		Freight Terms	FOB DESTINATION		
Denver, CO 80202		Ship Via	Best Way		
United States		Analyst:	Scott Harris		
Phone: 720-913-8100 Fax: 720-913-8101		Phone:	720 913 8154		

Workday 0000081164 Phone: 1 800 980 4155 Email: nate@blazenlights.com
 Supplier ID:

Blazen Illuminations
 2008 Leila Drive
 Loveland, CO
 80528

Ship To: 1437 Bannock Street
 Denver, CO 80202

Bill To: As Specified By Agency

Attn: Nate Webb
 Colorado Secretary of State ID: 20071264247
 U.S. Federal SAM Registry Verification Date: 08/01/2022

1. Goods/Services:

Blazen Illuminations, a Limited Liability Company 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 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 **08/31/2023**. 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 **08/31/2027**.

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:

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.

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 **Three Million dollars & zero cents (\$3,000,000.00)**. 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.

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 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 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 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 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.

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. No Employment of a Worker without Authorization to Perform work under the Master Purchase Order

- a. This Master Purchase Order 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:
 - i. At the time of its execution of this Master Purchase Order, it does not knowingly employ or contract with a worker without authorization who will perform work under this Master Purchase Order, nor will it knowingly employ or contract with a worker without authorization to perform work under this Master Purchase Order in the future..
 - ii. It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Master Purchase Order.
 - iii. It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under this Master Purchase Order.
 - iv. It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Master Purchase Order, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
 - v. If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Master Purchase Order knowingly employs or contracts with a worker without authorization, it will notify such

subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

- vi. It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.
- c. The Contractor is liable for any violations as provided in the Certification Ordinance. If the Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Master Purchase Order for a breach of the Master Purchase Order. If this Master Purchase Order is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Contractor from submitting bids or proposals for future contracts with the City.

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.

33. 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.

34. Prevailing Wages

- a. Vendor shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, Sections 20-76 through 20-79, D.R.M.C. including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the date the bid or request for proposal was advertised. In the event a request for bids, or a request for proposal, was not advertised, Vendor shall pay every covered worker no less than the prevailing wages and fringe benefits in effect on the date funds for the contract were encumbered.

Date bid or proposal issuance was advertised July 7, 2022.

- a. Wages can be found here: <https://www.denverauditor.org/denverlabor/>
- b. Prevailing wage and fringe rates will adjust on the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable. Unless expressly provided for in this Master Purchase Order, Vendor will receive no additional compensation for increases in prevailing wages or fringe benefits
- c. Vendor shall provide the Auditor with a list of all subcontractors providing any services under the contract. Vendor shall provide the Auditor with electronically-certified payroll records for all covered workers employed under the contract.
- d. Vendor shall prominently post at the work site the current prevailing wage and fringe benefit rates. The posting must inform workers that any complaints regarding the payment of prevailing wages or fringe benefits may be submitted to the Denver Auditor by calling 720-913-5000 or emailing auditor@denvergov.org.
- e. If Vendor fails to pay workers as required by the Prevailing Wage Ordinance, Vendor will not be paid until documentation of payment satisfactory to the Auditor has been provided. The City may, by written notice, suspend or terminate work if Vendor fails to pay required wages and fringe benefits.

35. Minimum Wage Ordinance

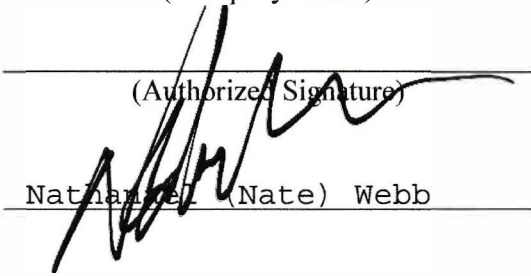
The services being requested in this solicitation may involve services that are covered pursuant to Division 3.75 of Article IV of Chapter 20 of the Denver Revised Municipal Code (“D.R.M.C.”), which is designed to address the issue of wage equity and cost of living affordability in the City & County of Denver. Vendor agrees that any contract with the City shall include a requirement that Vendor will comply with the provisions of D.R.M.C. §§20-82 through 20-84, including, but not limited to, paying all covered workers no less than the City Minimum Wage for all covered services rendered in connection with the Contract. Additionally, Vendor agrees that the contract shall require compliance with all current and future federal and state laws and City ordinances.

Wages can be found here: <https://www.denverauditor.org/denverlabor/>

https://denverauditor.org/wp-content/uploads/2019/06/MinWage_overview_flier_2019.pdf

This Master Purchase Order is acknowledged and agreed to by:

Vendor Name: Blazen Illuminations
(Company Name)

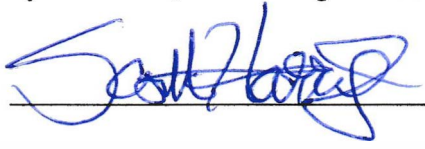
By: 
(Authorized Signature)

Print Name: Nathaniel (Nate) Webb

Title: Co-Owner

Date: 08/08/2022

City & County of Denver, Purchasing Division

By: 

Print Name: Scott Harris

Title: Associate Procurement Analyst

Date: 8/8/2022

Procurement Manager: Lance Jay 08-02-2022
Chief Procurement Officer
City and County of Denver 

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

EXTENSION / RENEWALS CONT'D:

Extension No. ____

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) 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.

Vendor Name: Blazen Illuminations
(Company Name)

City & County of Denver, Purchasing Division

By: _____
(Authorized Signature)

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Note:

Extension No. ____

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) 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.

Vendor Name: Blazen Illuminations
(Company Name)

City & County of Denver, Purchasing Division

By: _____
(Authorized Signature)

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT "A"

Supplier: Blazen Illuminations
 Solicitation/ Award Title: Exterior Lighting at the City and County Building
 Solicitation No. /Internal File Reference Location: 0760A

It is recommended that you use your Supplier Contract No. SC-00007135, in all future correspondence and/or other communications.

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

The City & County Building has approximately 600 programmable LED fixtures permanently mounted on the building. In recent years, a new tradition was started by adding a dramatic Lights to Music show that incorporates the building with the lights and holiday music. The show begins when the lights are turned on at 5:45 P.M. each night. After the Lights to Music show ends (4 to 7 minutes later), the building will remain lit until 10:45 P.M. with the dramatically designed, colorful holiday lighting display. This occurs from the Wednesday before Thanksgiving through the end of the Stock Show in January.

- SCOPE OF WORK/ REQUIREMENTS

The City is soliciting to contract with a vendor to operate the Holiday Display lighting system for the City and County Building during the holiday season. The vendor may also be charged with programming the system for use throughout the year to support various planned themes or events, which may include holidays, sports team celebrations, awareness months, and other celebratory reasons that may on occasion be scheduled.

As part of the City and County building exterior displays for occasionally scheduled events, the vendor may also be asked to provide an audio interface with the E-Cue system to project music that synchronizes with light displays throughout the main plaza on the east side of the building. The addition of any events that would include sound to accompany lighting must be planned and coordinated through the General Services appointed delegate(s).

The City currently owns and operates a Traxon E-Cue lighting control system, which is programmable to produce different lighting themes of the exterior LED lighting. Vendors with verifiable experience and training in the programming and usage of the E-Cue software and lighting systems are encouraged to bid on this solicitation.

Denver City & County Building has a permanent lighting system consisting of hundreds of RGB LED flood & graze fixtures. This is controlled by an E-Cue Lighting Application Suite control system utilizing Art Net for DMX communication. In addition to the permanent system there are temporary fixtures of the same type that are to be mounted at ground level and stairs during the holiday lighting program, as well as various pieces of décor lighting that are also to be used on the building & in the courtyard as well. No other lighting control system shall be utilized without prior authorization of the Facilities Superintendent and Tech Services. Justification for use of another system will need to be provided.

Vendor will coordinate work with the Facilities Superintendent to coordinate lighting with any other scheduled events that involve accompanying music. As part of scheduled events that include synchronized music and lighting, the Vendor will be required to be onsite for initial programming, pre-event set up and testing, available on-call for trouble-shooting system production issues during events, and post-event system disconnects.

The Lights to Music holiday display is a special annual event. This event includes a daily display where music will accompany lighting. The Lights to Music sequence only lasts approximately four to seven minutes per session (excluding Mondays), occurring twice nightly from the Wednesday before Thanksgiving through the end of the

Denver Stock show. During the term of this holiday display the City will provide access to the building to the vendor on a nightly basis for set-up, testing, and for resolving any display issues encountered.

- HOLIDAY DISPLAY:

The successful vendor will be responsible for all aspects of the Holiday Display at the City and County Building, including annual design, placement of holiday props, and synchronous lighting and music programming. Vendor shall provide the City with copies of programming used for each Holiday Display. If the vendor needs to gain access to the lighting systems software for programming/testing purposes, a laptop connection is available in the control room on the 5th floor of the City and County building. The system also supports remote access, once initial set-up and testing has been accomplished. Approval from the City and County of Denver's Tech Services team is required for access.

Lighting, Music, and Décor:

The primary function of the lighting system is to light the City and County Building during the holiday season, and this needs to remain as the top priority of this lighting system.

Vendor will provide complete services for the holiday lighting of the City and County Building.

To include:

1. Complete setup and testing of the lighting and sound system,
2. Decoration installation (decorations are City owned and include toy soldiers, lighted angels and snowflakes, etc. which affix to the building).
3. A complete inventory shall be performed at the start of each holiday season. Post-holiday season, an inventory shall be completed with conditions assessment of all lights, decorations and figures.
4. Set up of the barns that house the hoedown elves and nativity scene figures.
5. Placing the figures in the barn along with placing straw around the figures.
6. System programming as needed to synchronize with music,
7. Equipment rental (lifts and any other needed equipment), and daily on-site support staff to ensure that the show each night is operated flawlessly,
8. Work with City staff and building security during special nights such as the "Light the Lights" event and the "Parade of Lights" and any other associated events.

The pricing must include all labor for setup and take down of the building décor, rope light, wall washer lights, building decorations, motifs, light testing, show programming, etc. The price should be a "turn-key" solution for the holiday season - including nativity and elves scene setup. Detailed invoices that include the date of service, work performed, hours for each task, rates, and date and name of City acceptance need to be submitted to the City's project manager or designee within given timeframes.

Safety of vendor staff, city employees and visitors to the City and County Building is of the utmost priority. Much of this work installing the decorations and lights is performed on building ledges and roof. The awarded vendor will provide to the Facilities Superintendent documentation that all employees working on this project have completed a fall protection training course in accordance with OSHA Fall Protection Standard 1926.503. The awarded vendor shall also provide documentation that their staff have been trained in the proper use/operation of any lifts used in the installation/removal of lights and decorations. All documentation to be provide no less than seven (7) days prior to the start of work.

Contractor shall hold and keep in force all licenses and certificates which are considered standard in the appropriate industry and follow all industry best practices. The City shall maintain sole discretion to determine which licenses and certificates are considered standard in the appropriate industry, and which practices are considered “best industry practices”.

At all times when staff are working overhead, or utilizing a lift, the area shall be roped off to prevent pedestrians from walking below areas where work is being performed. It will be the responsibility of the awarded vendor to secure all necessary sidewalk closure permits. They will also be responsible to coordinate with the Facilities Superintendent and Security to close building entrances when work will be performed overhead. At least one public entrance on the east side of the facility (Bannock St.) must always be accessible as work is being performed.

Vendor will be required to create a unique lighting display annually (the display shall change every year) and will have artistic freedom in the creation of the display while staying within the themes of the traditional and historical displays of previous years. City will have the final approval on display elements. The vendor shall review the proposed light show with the Facilities Superintendent no later than 30 days prior to the beginning of the show installation. This requirement is for the “Holiday” display only. All other lighting displays or events require a formal application process managed by the Office of Special Events. Any music used shall be license-free or the vendor will be required to obtain licensing at their own cost. Music licensing costs will not be paid by the City.

Sound System for Holiday Display:

For the Lights to Music display, the vendor will be required to provide a sound system that can be coordinated in tandem with the City-owned lighting display. The sound system shall project music from the top of the main stairs into the main plaza on the east side of the City and County building. Vendor shall work with designated City representative(s) for overall design and placement of the holiday décor and sound system; City representative(s) will have final approval on overall display and sound adequacy and overall db levels.

The Lights to Music show begins with a City employee ceremoniously “flipping the switch” for the first of each evening’s display. The vendor/technician will need to be onsite by 5:00 to get the speakers / switch set out and get everything ready. After the first show a Bell player plays music until 6:30 after which the program runs again without anyone pulling the switch. After the speakers are put away everything secured, the vendor/ technician should be done by 7:00. The vendor/ technician will need to be onsite to coordinate the countdown with the City employee flipping the switch. After the music portion of the display has ended, the vendor’s presence is no longer required. The City will manage the list of employees who are picked to “flip the switch” on the various days.

Holiday Lighting Program	
Lighting and Decor Installation	Installation to be completed eight days prior to the annual Light the Lights Event. Vendor will use the time between completion deadline and the Light the Lights event for testing and final approval with the Facilities Superintendent.
Light the Lights Event	Typically, the week of Thanksgiving Technician will be on site one hour prior to event start each night

Holiday Lighting Program	
	Technician will coordinate with City event staff and other external partners identified by the Facilities Superintendent or Office of Special Events.
Parade of Lights	Typically, the first weekend of December Technician will be on site one hour prior to event start each night Technician will coordinate with City event staff and other external partners identified by the Facilities Superintendent or Office of Special Events.
Music Lights Show Tuesday thru Sunday Nights	Thanksgiving through the end of the Stock Show 4-to-7-minute shows. Technician on site from 5:00 P.M to 7:00 P.M.
Non-Music Show Monday Nights	Technician <u>available</u> from 5:00 P.M to 6:00 P.M.

- OTHER SCHEDULED EVENTS:

As part of the resulting contract, additional events may occasionally be requested through the City and County of Denver Special Events Office that require a lighting and/or audio interface to produce a desired event outcome. Contractor must coordinate with Facilities Management prior to accepting any potential work that involves access to the City and County Building lighting systems. Unless work is specifically originated by the City, additional events, such as Taste of Colorado or the July Fourth Eve fireworks show, are not billable to the City.

Contractor will need to coordinate work schedule including building access requirements with a designated City representative at least 48 hours prior to commencing work on non-holiday light shows. A kick-off meeting will be conducted with the successful contractor to establish how events will be handled, including access schedule(s), pre- and post-event responsibilities, invoicing, and reporting protocols.

The net Hourly Rates quoted shall be billed for on-site time only. Separate “trip-charges” and “travel time” will not be accepted or paid for by the City.

- MAINTENANCE:

Quarterly Maintenance will include testing the operability of installed LED fixtures and system, including connectivity via remote IP interface. Vendor shall report any malfunctions or system failures to the designated City representative. Vendor shall repair / replace any malfunctioning lights and associated cabling to be provided by the City.

The annual work may include the following:

1. Software updates to the computerized controller (on an as-needed basis).

2. Inventory management for system components including fixture testing, fixture repair, or fixture replacement/ lighting and system updates. Available warranty tracking, if available.
3. Fixture and related hardware replacement (fixtures and hardware provided by the City)
4. Pre-holiday programming updates and scheduling
5. Light checks, sound checks when music is included
6. Work closely with Denver City and County facilities staff on all aspects of this annual contract.
7. Test and repair all city owned temporary décor, lighting & audio equipment. Testing should be performed a minimum of 30 days prior for the holiday lights unveiling event. Secondary events may only provide 48 hours for testing.

Inventories will be regularly assessed and reported to the Facilities Superintendent. Vendor will report broken or damaged fixtures and will receive direction to repair or replace from the Facilities Superintendent. Vendor shall not make any inventory adjustments without written approval from the Facilities Superintendent.

PREVAILING WAGES

This solicitation has been determined to require Prevailing Wages. The determination that will be used is as follows:

BUILDING CONSTRUCTION PROJECTS

(does not include residential construction consisting of single-family homes and apartments up to and including 4 stories)

General Wage Decision No. CO20220020
Superseded General Decision No. CO20210020
Modification No. 4
Publication Date: 05/06/2022

Wages can be found here: <https://www.denverauditor.org/denverlabor/>

Contractor shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, Sections 20-76 through 20-79, D.R.M.C. including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the date the bid or request for proposal was advertised. In the event a request for bids, or a request for proposal, was not advertised, Contractor shall pay every covered worker no less than the prevailing wages and fringe benefits in effect on the date funds for the contract were encumbered.

Prevailing wage and fringe rates will adjust on the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable. Unless expressly provided for in this Agreement, Contractor will receive no additional compensation for increases in prevailing wages or fringe benefits

Contractor shall provide the Auditor with a list of all subcontractors providing any services under the contract.

Contractor shall provide the Auditor with electronically certified payroll records for all covered workers employed under the contract.

Contractor shall prominently post at the work site the current prevailing wage and fringe benefit rates. The posting must inform workers that any complaints regarding the payment of prevailing wages or fringe benefits may be submitted to the Denver Auditor by calling 720-913-5000 or emailing auditor@denvergov.org.

If Contractor fails to pay workers as required by the Prevailing Wage Ordinance, Contractor will not be paid until documentation of payment satisfactory to the Auditor has been provided. The City may, by written notice, suspend or terminate work if Contractor fails to pay required wages and fringe benefits.

MINIMUM WAGE ORDINANCE

The services being requested in this solicitation may involve services that are covered pursuant to Division 3.75 of Article IV of Chapter 20 of the Denver Revised Municipal Code (“D.R.M.C.”), which is designed to address the issue of wage equity and cost of living affordability in the City & County of Denver. Vendor agrees that any contract with the City shall include a requirement that Vendor will comply with the provisions of D.R.M.C. §§20-82 through 20-84, including, but not limited to, paying all covered workers no less than the City Minimum Wage for all covered services rendered in connection with the Contract. Additionally, Vendor agrees that the contract shall require compliance with all current and future federal and state laws and City ordinances. In situations where prevailing wage is applicable, the prevailing wage rate is the rate that will take precedent. Posted prevailing wage rates are the minimum a contractor shall be paid for a given task.

Wages can be found here: <https://www.denverauditor.org/denverlabor/>

https://denverauditor.org/wp-content/uploads/2019/06/MinWage_overview_flier_2019.pdf

VENDOR PERFORMANCE MANAGEMENT:

Awarded vendors are 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 AND RELATED SERVICES

- Total dollar value of purchases per City Agency
- Total number of transactions per City Agency
- Average response time when contacted by agency
- Average time for job completions

Supplier may also be required to provide additional specific reporting/data as required.

Exhibit A

Department of General Services
PURCHASING DIVISION
www.denvergov.org/purchasing
Phone: 720.913.8100



City and County of Denver
Purchasing Division
201 W. Colfax Ave.
Department 304, 11th Floor
Denver, CO 80202

Procurement Analyst Name: Scott Harris
Procurement Analyst Email: scott.harris@denvergov.org

Invitation for Bid
For Master Purchase Order Agreement

IFB No. 0760A

EXTERIOR LIGHTING FOR CITY AND COUNTY BUILDING

SCHEDULE OF EVENTS

• IFB Issued	July 7, 2022		
• Pre-Bid Conference	July 14, 2022	11:00 A.M	Local Time
• Deadline to Submit Additional Questions	July 18, 2022	3:00 P.M.	Local Time
• Response to Written Questions	July 21, 2022		
• Bid Due Date	July 26, 2022	10:00 AM	Local Time

Vendor offers to furnish to the City and County of Denver the materials, supplies, products or services requested in accordance with the specifications and subject to the Terms and Conditions described herein.

VENDOR SIGN HERE

Company Name: Blazen Illuminations

By: Nathanael (Nate) Webb
(Printed or Typed Name)

Signature: _____
Signature constitutes acceptance of all Terms and Conditions listed on this form and all documents attached.

Email: Nate@blazenilluminations.com

Phone: 970-980-6725 (Direct) 800-980-4155 (Office) 800-980-4154 (Fax)

The City contracts with Rocky Mountain E-purchasing System (BidNet®) in the advertisement and facilitation of solicitations administered by the City's General Services Purchasing Division; therefore, respondents must ONLY rely on documents provided on the Rocky Mountain E-purchasing System (BidNet®) website or as communicated directly from the analyst. Only rely on this web address: <https://www.bidnetdirect.com/colorado>

THIS BID MUST BE SUBMITTED ELECTRONICALLY THROUGH THE ROCKY MOUNTAIN E-PURCHASING SYSTEM (BIDNET®).

C.4 BID ITEMS:

GROUP NO. 1: ANNUAL HOLIDAY PROGRAMMING, LIGHT PROGRAMMING

The pricing for this group shall include the following: Holiday programming for the Traxon E-Cue controller, pre-show light checks/ testing. All programming, testing, and any other associated costs to create the annual light/music show shall be included. Any music licensing costs are not billable to the City.

System Programming and Testing \$ \$22,500 * 100% billable prior to season

Production Equipment required to complete \$ \$24,500 * 100% billable prior to season

Daily holiday show technician: Amount over current Prevailing Wage rates \$ \$240 /hr **

Daily holiday show technician Non-prevailing wage rate \$ N/A /hr **

GROUP NO. 1.A: INSTALLATION OF HOLIDAY DÉCOR

The pricing for this group shall include all setup and take down labor including the décor, rope light, wall washer lights, decorations, and other holiday motifs.

Installation and removal of décor: Amount over current Prevailing Wage rates \$ \$240 /hr **

Installation technician Non-prevailing wage rate \$ N/A /hr **

Set Up and Take Down Lift Rental required to complete \$ \$25,000 * 100% billable prior to season

Holiday decor technician Non-prevailing wage rate (work to be performed at contractor location (not on City site)

\$ \$187 /hr ** NOTE FROM BLAZEN ILLUMINATIONS: This pricing above for "Offsite Work" does not comply with section B.3 "Other Scheduled Events" and C.2 "Pricing Instructions" "Hourly rates quoted shall be for onsite time only" This is also restated in the "***" notes on page 18

Note: if repairs or pre-event “touch-up” of holiday décor are needed, vendor will provide an estimate of hours and materials needed to complete the work and obtain City authorization to remove items offsite as needed to conduct the work.

GROUP NO. 2: OTHER SHOWS/EVENTS (NOT ANNUAL HOLIDAY LIGHTING PROGRAM)

System Programming and Testing \$ \$240 / hour Minimum 2 hours

Production Equipment required to complete \$ TBD* As per Each Event

Daily show technician: Amount over current Prevailing Wage rates \$ \$240 /hr **

Daily holiday show technician Non-prevailing wage rate \$ N/A /hr **

GROUP NO. 3: ONGOING MAINTENANCE

The pricing for this group shall include all fixture and related hardware replacement as identified and authorized by City inventory management including warranties, fixture testing, fixture repair, monthly lighting and system updates and repairs as needed, and light testing, and other light programming by City request, as-needed.

The net Hourly Rates quoted shall be billed for on-site time only. Separate “trip-charges” and “travel time” will not be accepted or paid for by the City.

Monthly System Updates and System Checks and repairs \$ \$240 /hr **

Hourly Cost for on-site maintenance: Amount over current Prevailing Wage rates \$ \$240 /hr **

Hourly cost for administrative support (this would include technical research, permit acquisition, etc. \$ \$240 /hr ** NOTE FROM BLAZEN ILLUMINATIONS: This pricing above for "Offsite Work" does not comply with section B.3 "Other Scheduled Events" and C.2 "Pricing Instructions" "Hourly rates quoted shall be for onsite time only" This is also restated in the "***" notes on page 18

Hourly cost for on-site electrical services: Amount over current Prevailing Wage rates \$ \$240 /hr **

Hourly cost for misc. services non-prevailing wage \$ N/A /hr **

The net Hourly Rates quoted shall be billed for on-site time only. Separate “trip-charges” and “travel time” will not be accepted or paid for by the City