

Master Purchase Order

DO NOT INVOICE TO THIS ADDRESS		Master Purchase Order No.	5948L0113		
City & County of Denver		Date:	01/03/13	Revision No.	
Purchasing Division		Payment Terms	Net 30		
201 West Colfax Avenue, Dept. 304		Freight Terms	DESTINATION		
Denver, CO 80202		Ship Via	Vendor		
United States		Buyer:	John Davies		
Phone: 720-913-8100 Fax: 720-913-8101		Phone:	720-913-8151		

Vendor: 0000052983 Phone: (434) 455-9544 Fax: (800) 833-7592

Harris Corporation
 221 Jefferson Ridge Parkway
 Lynchburg, VA 24501
 Attn: Sonya Brown

Ship To: Various Locations located throughout the Denver Metro Area.
 Bill To: Centralized Accounts Payable
 201 West Colfax Ave, Dept. 908
 Denver, CO 80202

1. Goods:

Harris Corporation, a Virginia Corporation, ("Vendor") shall provide the goods, and any services related thereto, identified and described herein, 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- 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. The City is not obligated to order or accept more than City's actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirement of the materials specified in this contract for the contract period. Vendor must 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. All orders shall reference this Master Purchase Order number in the body and are to be presented to Vendor via softcopy.

3. Pricing:

Vendor is to provide pricing to the City based on pricing available in Western States Contracting Alliance (WSCA) contract number 02702, which states a discount of 26% off Manufacturer Standard Retail Price for products in Categories "N" and "C" within the Vendor RFCD Product and Service Catalog. Additionally, Vendor shall provide the City with a voluntary price reduction of not less than 26% on all catalog items in product category "S", and not less than 5% on all catalog items in product category "V". Vendor shall also provide, consistent with vendor's other agreements with partners and customers, any applicable sales discount on catalog items in product categories "L" and "LV", on a PO by PO basis.

4. Extension or Renewal:

The effective period of this Master Purchase Order shall be from 1/9/2013 to and including 1/8/2014. It is also a specific provision of this Master Purchase Order that the City and the vendor may mutually agree to renew and continue the contract or agreement consummated under this Master Purchase Order 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 Master Purchase Order.

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 prior to acceptance. Payment does not constitute acceptance. Vendor shall bear the cost of any inspection/testing that reveal goods that are defective or do not meet specifications. City's failure to accept or reject goods shall not relieve Vendor from its responsibility for such goods that are defective or do not meet specifications nor impose liability on City for such goods. If any part of the goods 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 at Vendor's expense; or (3) reject and return the goods at Vendor's . Any rejected goods 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.

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 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. 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 and provide a copy of the Certificate to City prior to final payment.

7. Delivery, Title, and Risk of Loss:

A. Vendor shall ship the Hardware to City at City's expense on or before the dates set forth in a resultant purchase order. Partial deliveries shall be permitted. Upon delivery to the first carrier, title to each portion of the Hardware and all risk of loss or damage shall pass to City.

B. If City fails to take delivery of any of the Hardware, Vendor may place such Hardware in storage at the place of manufacture or elsewhere. In such event Vendor shall notify City of the placement of any Hardware in storage.

8. Invoice:

Each invoice shall include: (i) the Master Purchase Order number; (ii) itemization of the goods; (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.

9. Payment:

Payment shall be subject to City's Prompt Payment Ordinance D.R.M.C. § 20-107, et-seq. after City accepts the goods. 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 twelve million dollars (\$12,000,000.00). The Vendor acknowledges that any goods provided beyond those specifically described herein 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. One Hundred Percent (100%) of the purchase price of Terminal Hardware shall be invoiced upon shipment of unit on a per unit basis and Payment(s) shall be due thirty (30) days following the date of Vendor's invoice.

10. Amendments/Changes:

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

11. Warranty:

A. Hardware and Services:

Vendor warrants for a period of twenty-four (24) months from the Acceptance Date for the mobile and portable radios ("Subscriber Units") and for a period of twelve (12) months from the Acceptance Date for all other Hardware (hereinafter referred to as the "Warranty Period"), that the Hardware and installation Services furnished by Vendor under this Agreement shall be free from defects in material and workmanship and shall conform to the Agreement specifications. Any and all claims for breach of this warranty are conclusively deemed waived unless made within the Warranty Period. The warranty period for additional Hardware purchased by City from Vendor after System Acceptance shall be twenty-four (24) months from the date the Subscriber Unit is delivered to City and twelve (12) months from the date the other Hardware is delivered to City.

B. For purposes of this Warranty the nickel-cadmium batteries supplied by Vendor shall be deemed defective if: (1) the battery capacity is less than 80% of rated capacity, or (2) the battery develops leakage. Replacement batteries shall be warranted only for the remaining unexpired portion of the Warranty Period. This warranty becomes void if: (1) the battery has been subjected to any kind of misuse, detrimental exposure, or has been involved in an accident, or (2) the battery is used in equipment or service other than the Hardware for which it is specified.

C. During the Warranty Period if any component of the Hardware or portion of the installation Services fails to meet the foregoing warranties, Vendor's sole obligation and City's exclusive remedy under this warranty shall be the correction by Vendor of the failure at Vendor's option: (1) by repairing any defective component of the Hardware, or (2) by furnishing any necessary repaired or replacement parts, or (3) by the redoing of the faulty installation. Any such failure, or the repair or replacement of the defective component or the redoing of any installation, shall not extend the Warranty Period. Vendor will be responsible for all charges incurred in returning defective parts to Vendor's plant and shipping repaired or replacement parts to City. All warranty labor must be performed by an authorized service group approved by Vendor either at its place of business, for mobile or portable equipment, or at the City's location for fixed location equipment should Vendor determine that it is not feasible to return the fixed location equipment to Vendor's authorized service group.

D. Any additional purchases of equipment, including radios, and installation services which may be purchased by City and delivered or performed by Vendor after System Acceptance, shall be warranted on the same terms, limitations, and exclusions as are set forth herein, except that the warranty on the equipment and installation services shall be for a period of two (2) years for additional Terminal Hardware items from the date of delivery of that item of equipment, one (1) year for additional Infrastructure Hardware items from the date of delivery of that item of equipment, and one (1) year from the date of completion of that installation service.

E. The City's Electronic Engineering Bureau is an authorized self maintenance center for Harris Co. products purchased under this Agreement for use by City. For all warranty labor work that the City performs, Harris Co. shall provide the City with a credit ("Credit") for the City's use solely in purchasing Harris Co. service parts or products from Harris Co. The City shall provide Harris Co. with a quarterly report of the number of hours of warranty labor performed, which shall be multiplied by fifty five dollars (\$55.00) to equal the quarter's Credit. The City may apply that Credit, and any subsequent quarterly credit, for a period of twelve (12) months, against any amounts owing to Harris Co. under this Agreement. By way of example, if in the first quarter of 2009 the City has performed 1,000 hours of warranty labor, the Credit for that quarter shall be \$55,000 and must be spent or set off against amount owing to Harris Co. by no later than the end of the first quarter of 2010. Prior to commencing any warranty labor, the City shall notify Harris Co.'s Denver based warranty service manager.

F. Vendor's obligations shall not apply to: (1) Hardware or components thereof which are normally consumed in operation, or (2) defects which are the result of improper storage, use, or installation performed by other than Vendor, maintenance performed by other than Vendor, or repair performed by other than Vendor, or (3) Hardware which has been subjected to any other kind of misuse or detrimental exposure or has been involved in an accident, or (4) Hardware or installations altered or repaired by any party other than Vendor without Vendor's prior written consent.

G. Coverage Warranty. Notwithstanding the other provisions of this Section 16, Vendor's only Warranty as to radio coverage is that the System, prior to Acceptance, shall have successfully passed the coverage tests in the Acceptance Test Plan.

H. Software - The warranty for the Software is set forth in the Software License Agreement.

I. THE WARRANTIES AND REMEDIES SET FORTH IN THIS SECTION AND IN THE SOFTWARE LICENSE AGREEMENT CONSTITUTE THE ONLY WARRANTIES WITH RESPECT TO THE HARDWARE, SOFTWARE AND SERVICES AND THE CITY'S EXCLUSIVE REMEDIES IN THE EVENT SUCH WARRANTIES ARE BREACHED. THEY ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY INCLUDING, WITHOUT

LIMITATION, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL VENDOR BE LIABLE FOR SPECIAL, CONSEQUENTIAL OR INDIRECT DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES.

12. Indemnification:

Vendor shall be responsible for and agrees to indemnify, hold harmless and defend the City and its boards, commissions, agencies, officers and employees from and against all liability, losses, damages, costs or expenses which the City and its boards, commissions, agencies and employees may sustain, incur or be required to pay by reason of third party claims, demands and causes of action for damages resulting from personal injuries, loss of life or damage to tangible property to the extent resulting from the willful misconduct or negligent acts or omissions of Vendor, Vendor's officers, agents, employees, or subcontractors. City agrees to notify Vendor in writing as soon as practical of any third party claim, demand or cause of action for which City will request indemnification from Vendor. City will provide Vendor with the necessary information and assistance to defend or settle such claim, demand or cause of action. The obligations of Vendor under this paragraph shall survive the expiration or termination of this Agreement.

13. 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 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.

14. 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.

15. 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.

16. 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.

17. 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. Either party may change its address by giving notice in writing thereof to the other party.

IF TO CITY:

City and County of Denver
Department of General Services
Purchasing Division
Phone: 720-913-8151
Fax: 720-913-8101
John.Davies@Denvergov.org
Attn: John T Davies

IF TO VENDOR:

Harris Corporation
8105 North Beltline Road, Suite 170
Irving, Texas 75063
Attn: Michelle Babcock

18. Compliance With Laws Regulations, Taxes, and Permits

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.

The Vendor shall procure all permits and licenses, pay all charges, taxes and fees and give all notices necessary and incidental to the due and lawful prosecution of the work as of the effective date of this agreement. All costs thereof shall be deemed to be included in the prices proposed for the work.

The Vendor, at all times, shall observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules and regulations in any manner affecting the conduct of the work as of the effective date of this agreement.

Without limiting the foregoing, the Vendor shall establish appropriate procedures and controls so that services under this Contract will not be performed by using any alien who is not legally eligible for such employment under United States Immigration laws. Failure to comply with this condition satisfactorily may cause the City to terminate this Contract.

The price of all goods shall reflect all applicable tax exemptions. City's Federal Registration No. is 84-6000580 and its State Registration No. is 98-02890. 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.

19. Insurance:

Vendor shall secure, before delivery of any goods, the following insurance covering all operations, goods and services provided to City. Vendor shall keep the required insurance coverage in force at all times during the term of the Purchase Order, or any extension thereof, during any warranty period, and for three (3) years after termination of this Purchase Order. The required insurance shall be underwritten by an insurer authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Vendor shall provide notice by written statement that "Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the issuing company shall send written notice to the Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202. Such written 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." Additionally, Vendor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by certified mail, return receipt requested. Vendor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of Vendor. Vendor shall provide a copy of this Purchase Order to its insurance agent or broker. Vendor may not commence services or work relating to the Purchase Order prior to placement of coverage. Contractor certifies that the attached certificate of insurance attached to the Purchase Order documents, preferably an ACORD certificate, complies with all insurance requirements of this Purchase Order. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Purchase Order shall not act as a waiver of Vendor's breach of this Purchase Order or any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance. 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 required by this Purchase Order) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Vendor. Vendor shall include all such entities as insureds under its policies or shall ensure that they all maintain the required coverages. Vendor shall provide proof of insurance for all such

entities upon request by City. For Worker's Compensation Insurance, Vendor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability Insurance with limits of \$100,000 for each bodily injury occurrence claim, \$100,000 for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Vendor expressly represents to City, as a material representation upon which City is relying, that none of the Vendor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Purchase Order, and that any such rejections previously effected, have been revoked. Vendor shall maintain Commercial General Liability coverage with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate. Vendor shall maintain Business Auto Liability coverage with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-hired vehicles used in performing services under this Purchase Order. For Commercial General Liability coverage, the policy must provide the following: (i) That this Purchase Order is an Insured Contract under the policy; (ii) Defense costs in excess of policy limits; (iii) A severability of interests, separation of insureds or cross liability provision; and (iv) A provision that coverage is non-contributory with other coverage or self-insurance provided by City. For claims-made coverage, the retroactive date must be on or before the first date when any goods or services were provided to City. Vendor must advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

20. 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.

21. 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.

22. No Construction Against Drafting Party:

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

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. Conflict of Interest:

No employee of City shall have any personal or beneficial interest in the goods 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.

29. Subcontracting:

Vendor may subcontract any portion of Work to be performed by Vendor hereunder provided that Vendor shall be responsible for the performance and Work of any such subcontractors.

30. Excusable Delays:

A. Vendor shall not be liable for delays in delivery or failure to perform due directly or indirectly to: (1) causes beyond Vendor's reasonable control, (2) Acts of God, acts (including failure to act) of any governmental authority (de jure or de facto), wars (declared or undeclared), riots, revolutions, strikes or other labor disputes, fires, floods, sabotage, nuclear incidents, earthquakes, storms, epidemics, (3) Vendor's inability to timely obtain necessary materials, items, components or services from suppliers who are affected by the foregoing circumstances, or (4) the failure of the City to perform its obligations hereunder in a timely manner. The foregoing shall apply even though any of such causes exists at the time of signature of the Agreement by Vendor or occurs after delays in Vendor's performance of its obligations due to other reasons.

B. In the event of any delay or failure excused by this Section, Vendor shall as soon as practical notify City and shall at the same time, or at the earliest practical date after such notice, specify the revised delivery and performance dates. In the event of such delay, the time of delivery or of performance shall be extended for a reasonable time period to compensate for the time lost by Vendor by reason of the delay.

31. Patents:

A. Vendor warrants that the System furnished hereunder shall be delivered free of any rightful claim of any third party for infringement of any United States patent or copyright. If City notifies Vendor promptly of the receipt of any claim that the System infringes a United States patent or copyright and gives Vendor information, assistance and exclusive authority to settle and defend such claim, then Vendor shall indemnify the City against such claim, Vendor at its own expense shall defend, or may settle, any suit or proceeding against City so far as based on a claimed infringement which breaches this warranty. If, in any such suit arising from such claim, the continued use of the System for the purpose intended is enjoined by any court of competent jurisdiction, Vendor shall, at its expense and option, either: (1) procure for City the right to continue using the System, or (2) modify the System so that it becomes non-infringing, or (3) replace the System or portions thereof so that it becomes non-infringing, or (4) remove the System and refund the purchase price (less reasonable depreciation for use). The foregoing states the entire liability of Vendor for patent or copyright infringement by the System and is subject to any limitation of total liability set forth in this Agreement.

B. The preceding subsection (A) shall not apply to: (1) any portion of the System which is manufactured to City's design, or (2) the use of the System in conjunction with any other apparatus or material not supplied by Vendor to the extent that such conjoined use causes the alleged infringement. As to any portion of the System or use described in the preceding sentence, Vendor assumes no liability whatsoever for patent infringement.

C. THE PATENT AND COPYRIGHT WARRANTY AND INDEMNITY OBLIGATIONS RECITED ABOVE ARE IN LIEU OF ALL OTHER PATENT AND COPYRIGHT WARRANTIES AND INDEMNITIES WHATSOEVER, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED OR STATUTORY.

32. Limitation of Liability:

A. Any action for any claim of any kind for any loss or damages arising out of, connected with, or resulting from the performance, non-performance or breach of the Agreement, or from the manufacture, sale, delivery, installation, technical direction of installation, resale, repair, replacement, licensing or use of any Hardware, Software or the furnishing of any Services, shall be commenced within one (1) year after the cause of action accrued or it shall be deemed waived or barred.

B. The provisions of this Section, LIMITATION OF LIABILITY, shall apply notwithstanding any other provisions of this Agreement or any other agreement.

C. The provisions of this Section, LIMITATION OF LIABILITY, shall survive the expiration or termination of this Agreement.

33. Remedies:

A. In the event of a material breach of this Agreement by Vendor which shall continue for one hundred twenty (120) or more days after written notice of such breach (including a reasonably detailed statement of the nature of such breach) shall have been given to Vendor by City, City shall be entitled to avail itself cumulatively of any and all remedies available at law or in equity (provided such remedies are not otherwise limited under the terms of this Agreement) and either: (1) suspend performance of its payment obligations under the Agreement for as long as the breach continues uncorrected; or (2) terminate this Agreement by written notice to Vendor if the breach remains uncorrected. The following shall constitute material breaches of this Agreement:

1. violation by Vendor of any State, Federal or local law, or failure by Vendor to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations;
2. failure by Vendor to carry applicable licenses or certifications as required by law;
3. failure of Vendor to comply with reporting requirements contained herein;
4. inability of Vendor to perform the Work provided for herein.

B. In the event of: (1) any failure by City for thirty (30) or more days to make any payment when due, or (2) any other material breach of this Agreement by City which shall continue for one hundred twenty (120) or more days after written notice of such breach (including a reasonably detailed statement of the nature of such breach) shall have been given to City by Vendor, Vendor shall be entitled to avail itself cumulatively of any and all remedies available at law or in equity (provided such remedies are not otherwise limited under the terms of this Agreement) and either: (1) suspend performance of its obligations under this Agreement for as long as the breach remains uncorrected; or (2) terminate this Agreement by written notice to City if the breach remains uncorrected.

C. Failure of the City or the State or Federal Governments to appropriate sufficient funds to carry out City's obligations hereunder, shall result in termination of this Agreement as of the date funds are no longer available and written notice is given to Vendor by the City. City shall pay Vendor for all Work performed by Vendor prior to the date Vendor receives the notice of termination under this Section 21.C.

D. In the event City terminates this Agreement as provided herein, all finished and unfinished Hardware and Documentation Deliverables produced or made by Vendor for City under this Agreement shall become the property of City and Vendor shall be entitled to receive compensation in accordance with the terms of this Agreement for any such Hardware and Documentation Deliverables. Notwithstanding the above, Vendor shall not be relieved of liability to City for damages sustained by City by virtue of any breach of this Agreement by Vendor described in Section 21.A above and, after providing Vendor with written notice of breach as set forth in Section 21.A, City may withhold any payments to Vendor for the purpose of set-off of any damages, as agreed upon or finally adjudicated, against such payment.

34. Confidentiality:

A. During the term of this Agreement, it is anticipated that one party (hereafter the "Disclosing Party") may disclose to the other party (hereafter the "Receiving Party") information which the Disclosing Party considers proprietary and confidential. Accordingly, with respect to any specification, drawings, sketches, models, samples, tools, technical information, confidential business information or data, in written or other tangible form which: (1) has been designated in writing by the Disclosing Party as confidential or proprietary, or (2) is of the type that the Receiving Party customarily treats as confidential or proprietary, and which is furnished by the Disclosing Party to the Receiving party in contemplation of or under this Agreement (hereinafter "Information"), the Receiving Party shall treat such Information, for a period of five (5) years after the Effective Date of this Agreement, as confidential information with the same degree of care as the Receiving Party affords to confidential information of its own of a similar nature and shall not reproduce any such Information, in whole or in part, except as specifically authorized in writing by the Disclosing Party.

B. The provisions of the preceding subsection shall not apply to any Information which:

1. is or shall become publicly available without breach of this Section 22 Confidentiality, on the part of the Receiving Party;
2. is already known by the Receiving Party prior to receipt from the Disclosing Party;
3. is independently developed by the Receiving Party;
4. is rightfully obtained by the Receiving Party from third parties without restriction; or
5. is required to be disclosed by appropriate governmental or judicial order provided that Receiving Party gives Disclosing Party prior written notice of such order and assists Disclosing Party in taking reasonable actions to restrict such order.

C. The provisions of this Section, CONFIDENTIALITY, shall survive the expiration or termination of this Agreement.

D. The confidentiality obligations of this Section, CONFIDENTIALITY, shall not apply to Software, the confidentiality and other rights and obligations with respect to which are set forth in the Software License Agreement.

E. COLORADO OPEN RECORDS ACT: All contracts become a matter of public record and shall be regarded as Public Records. If "confidential" items are requested under the Open Records Act, the City will use reasonable efforts to notify the Vendor, and it will be the responsibility of the Vendor to seek a court order protecting the records, and to defend, indemnify, and hold harmless the City from any claim or action related to the City's non-disclosure of such information.

35. Airport Security:


It is a material requirement of this Contract that the Vendor shall comply with all rules, regulations, written policies and authorized directives from the City and/or the Transportation Security Administration with respect to Airport security. The Vendor shall conduct all of its activities at the Airport in compliance with the Airport security program, which is administered by the Security Section of the Airport Operations Division, Department of Aviation. Violation by the Vendor or any of its employees, subcontractors, and vendors of any rule, regulation, or authorized directive from the City or the Transportation Security Administration with respect to Airport Security shall be grounds for immediate termination by the City of this Contract for cause.

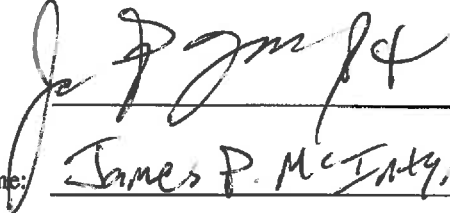
The Vendor shall promptly upon notice of award of this Contract, meet with the Airport's Assistant Security Manager to establish badging and vehicle permit requirements for Vendor's operations under this Contract. The Vendor shall obtain the proper access authorizations for all of its employees, subcontractors, and vendors who will enter the Airport to perform work or make deliveries, and shall be responsible for each such person's compliance with all Airport rules and regulations, including without limitation those pertaining to security. Any person who violates such rules may be subject to revocation of his/her access authorization. The failure of the Vendor or any subcontractor to complete any required services hereunder shall not be excused on account of the revocation for good cause of access authorization of any person.

The security status of the Airport is subject to change without notice. If the security status of the Airport changes at any time during the term of this Contract, the Vendor shall take immediate steps to comply with security modifications which occur as a result of the changed status. The Vendor may at any time obtain current information from the Airport Security Office regarding the Airport's security status in relation to the Vendor's operations at the Airport.

The Vendor shall return to the City at the expiration or termination of this Contract, or upon demand by the City, all access keys or access badges issued to it for any area of the Airport, whether or not restricted. If the Vendor fails to do so, the Consultant shall be liable to reimburse the City for all the City's costs for work required to prevent compromise of the Airport security system. The City may withhold funds in the amount of such costs from any amounts due and payable to the Vendor under this Contract.

IN WITNESS WHEREOF, City and Vendor have executed this Agreement. This Master Purchase Order is acknowledged and agreed to by:

Vendor Name: Harris Corporation
(Company Name)
By: 
(Authorized Signature)
Print Name: Janice Krause
Title: Senior Contract Manager
Date: 3 January 2013

City & County of Denver, Purchasing Division
By: 
Print Name: James P. McIntyre
Title: Director of Purchasing
Date: 1-3-13