

Purchase Order

DO NOT INVOICE TO THIS ADDRESS
City and County of Denver

Purchasing Division
 201 West Colfax Avenue Dept 304
 Denver CO 80202
 United States
 Phone: 720-913-8100 Fax: 720-913-8101



Dispatch via Print

Purchase Order	Date	Revision	Page
EAPPS-0000002717	12/11/2012		1 of 6
Payment Terms	Freight Terms	Ship Via	
IMMEDIATE	DESTINATION	Common	
Buyer	Phone	Origin	
Saporito, Joseph E. - Pu	720/913-8118	REG	

Vendor: 0000006462 Phone: 800-981-3355 Fax:

DELL MARKETING LP
 SLG SALES
 PO BOX 149254
 AUSTIN TX 78714-9254
 United States

Ship To:
 IT Admin 10 Galapago
 10 Galapago Street
 DENVER CO 80223
 United States

Bill To:
 Accounts Payable
 201 West Colfax Ave Dept 908
 720/913-8811
 Denver CO 80202
 United States

Tax Exempt? Y **Tax Exempt ID:** 98-02890-000

Line-Sch	Vendor Part #/Description	Mfg ID	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	TRAINING BUNDLE		1.00 LOT	70,064.00	70,064.00	12/31/2012
Schedule Total					<u>70,064.00</u>	

PS - 15 days IC-CONSDEP RSE - 10 days BC-RSE-10 Training - 15 Credits TR-CREDIT ROMS-CS-CV ROMS-MA-CV
 ROMS-GOL
 (Pricing per State of Colorado Price Agreement)
 Dell SKUs A4071675, A4641303 and A4641672)

Req ID: 0000052607 **Item Total** 70,064.00

2- 1	SOFTWARE SUPPORT		1.00 LOT	1,600.00	1,600.00	12/31/2012
Schedule Total					<u>1,600.00</u>	

REMOTE ONLY PS Services for US Canada EMEA UK and ANZ
 Commvault SKU SB-CVPS-7
 Dell SKU ID#A6170159
 (Pricing per State of Colorado Price Agreement)

Req ID: 0000052607 **Item Total** 1,600.00

3- 1	PROFESSIONAL SERVICES		24.00 LOT	150.00	3,600.00	12/31/2012
Schedule Total					<u>3,600.00</u>	

Project Management Services-Price per hour; onsite or offsite
 Commvault SKU IC-CONSPM
 Dell SKU ID# A2117348
 (Pricing per State of Colorado Price Agreement)

Req ID: 0000052607 **Item Total** 3,600.00

4- 1	TRAVEL EXPENSES		15.00 LOT	500.00	7,500.00	12/31/2012
Schedule Total					<u>7,500.00</u>	

Fixed Price Travel Expenses-fixed price per day per consultant
 Commvault SKU FXTRVL-CONS
 Dell SKU ID# A0071276
 (Pricing per State of Colorado Price Agreement)

Req ID: 0000052607 **Item Total** 7,500.00

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Line-Sch	Vendor Part #/Description	Mfg ID	Quantity UOM	PO Price	Extended Amt	Due Date
5- 1	RESIDENTIAL ENGINEER SUPPORT		10.00 LOT	500.00	5,000.00	12/31/2012
Schedule Total					<u>5,000.00</u>	

Resident Support Engineer-Enter Fixed Price quantity as 10 for RSE-10 or 20 for RSE-20 for RSE TandE
 Commvault SKU FXTRVL-CONS-RSE
 Dell SKU ID# A3019214
 (Pricing per State of Colorado Price Agreement)

Req ID: 0000052607 **Item Total** 5,000.00

6- 1	SOFTWARE MAINTENANCE		1.00 LOT	63,294.00	63,294.00	12/31/2012
Schedule Total					<u>63,294.00</u>	

Commvault SKU S-Premium
 Notification of software updates, product fixes and related enhancements. 24 hour access to the
 Commvault Technical Assistance Center (including holidays) Basic Enterprise Support: Business Hrs (5X10)
 Next BusinessDay On Site Service After Problem Diagnosis Initial
 (Pricing per bid no. 6992) 15% of total software costs.

Req ID: 0000052607 **Item Total** 63,294.00

7- 1	POWEREDGE R720		1.00 LOT	9,449.13	9,449.13	12/31/2012
Schedule Total					<u>9,449.13</u>	

BASE UNIT: POWEREDGE
 SKU ID# 225-2133

Base Unit: PowerEdge R720 (225-2133)
 PowerEdge R720 Shipping (331-4437)
 Risers with up to 4, x8 PCIe Slots + 2, x16 PCIe Slot (331-4439)
 Intel Ethernet X540 DP 10GBASE-T Server Adapter (430-4440)
 vFlash SD Slot Filler (318-2036)
 iDRAC7 Express (331-3481)
 Intel Ethernet X540 DP 10Gb BT + I350 1Gb BT DP Network Daughter Card (430-4448)
 PERC H810 RAID Adapter for External JBOD, 1Gb NV Cache (342-3532)
 2.5" Chassis with up to 8 Hard Drives (317-8472)
 Bezel (318-1375)
 Power Saving Dell Active Power Controller (330-5116)
 RAID 1+RAID 10 for H710P/H710/H310 (2 + 4-14 HDDs) (331-4393)
 PERC H710P Integrated RAID Controller, 1GB NV Cache (342-3531)
 Intel Xeon E5-2640 2.50GHz, 15M Cache, 7.2GT/s QPI, Turbo, 6C, 95W, Max Mem 1333MHz (317-9595)
 Heat Sink for PowerEdge R720 and R720xd (331-4508)
 DIMM Blanks for Systems with 2 Processors (317-8688)
 Intel Xeon E5-2640 2.50GHz, 15M Cache, 7.2GT/s QPI, Turbo, 6C, 95W (317-9609)

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Line-Sch	Vendor Part #/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
Heat Sink for PowerEdge R720 and R720xd (331-4508) 8GB RDIMM, 1333 MT/s, Low Volt, Dual Rank, x4 Data Width (317-9644) - Quantity 8 1333 MHz RDIMMs (331-4422) Performance Optimized (331-4428) 300GB 15K RPM SAS 6Gbps 2.5in Hot-plug Hard Drive (342-2240) - Quantity 6 No System Documentation, No OpenManage DVD Kit (310-5171) DVD+/-RW, SATA, INTERNAL (313-9090) ReadyRails Sliding Rails With Cable Management Arm (331-4433) Dual, Hot-plug, Redundant Power Supply (1+1), 750W (331-4605) Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet / 3 meter (310-8509) - Quantity 2 No Operating System (420-6320) No Media Required (421-5736) Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 2 Year Extended (936-4573) ProSupport: 7x24 HW / SW Tech Support and Assistance, 3 Year (936-4613) Dell Hardware Limited Warranty Plus On Site Service Extended Year (939-2678) Dell Hardware Limited Warranty Plus On Site Service Initial Year (939-2768) Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year (988-9221) Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-800-945-3355 (989-3439) MISSION CRITICAL PACKAGE: Enhanced Services, 3 Year (996-8019) On-Site Installation Declined (900-9997) (Pricing per MPO no. 0699A0109)							
Req ID: 0000052607						Item Total	<u>9,449.13</u>
8- 1	SOFTWARE		1.00	LOT	421,960.00	421,960.00	12/31/2012
Schedule Total						<u>421,960.00</u>	

Commvault PART# SB-CDP-ADM-1T-E
 Dell SKU A5278144

Application Data Mgmt (ADM) capacity bundle used in a Dedicated CommCell for new CLA customers. This provides 1TB (FET) of the ADM Protection-Enterprise capacity for a new CommCell which is restricted to Window FS, Linux FS, MAC FS, ActiveDirectory, Exchange, MS-SQL, MySQL, SharePoint, or VSA clients only with a limited set of Enterprise class infrastructure features; purchase additional TB quantity to meet your Cell needs. The client feature set can be extended with the purchase of add-on feature packs which apply to a single CommCell only. This bundle cannot be directly combined with any other Data Protection edition in the same Cell. This edition can be upgraded to the full edition DP Enterprise capacity by purchasing the upgrade option. It can be combined with additional purchases of Data Archive or Search capacity. (Sold per Terabyte of Front-End Protection Size, Tiered Volume price)
 (Pricing per State of Colorado Price Agreement)

Commvault PART# SD-C-DAE-1T-C

This bundle provides full rights to use all Archive and Content Store agents supported by the Data Archive Enterprise feature pack, based on 1TB of archived data capacity. Capacity usage is measured based on the front-end/Application Size of all active data archive jobs available on the CommCell. Data manage in a Legal Hold policy or in the Content Archive (Backup/Archive add-on) datasets qualify as Data Archive usage capacity. The cell(s) allow installation of any combination of agents and features up to the maximum client size limits on the cell. (Sold per Terabyte of Front-End Archive Size, Tiered Volume

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price)
Note: Email archiving requires additional purchase of end-user CALs to match active number of mailboxes or users under archive policy management.
(Pricing per bid no. 6992)

Req ID: 0000052607 **Item Total** 421,960.00

9- 1	REMOVABLE DISK STORAGE		1.00 LOT	0.98	0.98	12/31/2012
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Schedule Total 0.98

Req ID: 0000052607 **Item Total** 0.98

This Purchase Order is contingent on Council action in accordance with 3.2.6. (e) of the City Charter and is void without such action.

Ordinance No:

Purchase pursuant to DRMC 20-64.5. The terms and conditions herein supersede and replace all terms and conditions of the State of Colorado Price Agreement no. 20511YYY30M/WSCA.
For further questions regarding this purchase, contact: Cathie Laama 720-337-4391
Refer to quote no. 627294307 for item description and pricing only.

Purchase Made Under the Provisions of Section 20-63(A) of the Revised Municipal Code. Formal Procedure. Bid no. 6992 and 0699A0109.

Total PO Amount 582,468.11

Any Discrepancies must be reconciled with the Purchasing Division Buyer before this order is filled.

This Purchase Order may contain an item or items issued pursuant to a Master Purchase Order(s) ("MPO") previously agreed to between the City and the Vendor. All of the terms and conditions of the MPO(s) referenced above shall govern the purchase of the related item(s). The Vendor acknowledges and agrees by accepting this Purchase Order: a) that for any item referencing an MPO and where the terms and conditions stated in this Purchase Order differ from the MPO(s) the PO terms are void and of no effect [unless agreed to in a separate written or electronic acknowledgment between the Vendor and the Director of Purchasing] and b) that where there is no MPO referenced above, the Vendor agrees to be bound by all of the terms and conditions of this Purchase Order.

GENERAL CONDITIONS OF PURCHASE:

1. Non-Exclusive: This Purchase Order is non-exclusive. City does not guarantee any minimum purchase other than as provided herein
2. Inspection and Acceptance: Vendor shall perform all 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 (3) reject and return the goods at Vendor's cost and/or reject the services at Vendor's expense for full credit. Any rejected goods/services are not to be replaced without written authorization from City, and any such replacement shall be on the same terms and conditions contained in this Purchase Order.
3. Shipping, Taxes and Other Credits and Charges: 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 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

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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. All pricing is F.O.B. destination unless otherwise specified. Shipments must be marked with Vendor's name, the Purchase Order number, and contain a delivery or packing slip. Vendor shall not impose any charges for boxing, crating, parcel post, insurance, handling, freight, express or other similar charges or fees. Vendor shall notify City in writing of any price decreases immediately, and City shall receive the benefit thereof on all unshipped items. Vendor shall comply with any additional delivery terms specified herein. Vendor shall be responsible for the cleanup and reporting of any contamination (environmental or otherwise) or spillage resulting from the delivery and/or unloading of goods within twenty-four (24) hours of the contamination or spillage or sooner if required by law. Vendor shall pay all 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.

4. 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.
5. 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.
6. 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. 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 Purchase Order, encumbered for the purpose of this Purchase Order and paid into the Treasury of City. Vendor acknowledges that: (i) City does not by this Purchase Order, irrevocably pledge present cash reserves for payments in future fiscal years; and (ii) this 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 Purchase Order.
7. Amendments/Changes: Only the Manager of General Services or his delegate is authorized to change or amend this Purchase Order by a formal written change order. Any change or amendment that would cause the aggregate payable under this Purchase Order to exceed the amount appropriated and encumbered for this 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.
8. 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 Purchase Order 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 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.
10. Termination: City may terminate this 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.
11. Interference: Vendor shall notify the Director of Purchasing immediately of any condition that may interfere with the performance of Vendor's obligations under this 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.
12. 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.
13. Assignment/No Third Party Beneficiary: Vendor shall not assign or subcontract any of its rights or obligations under this 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 Purchase Order and any permitted assignee or subcontractor shall be bound by the terms and conditions contained herein. This Purchase Order is intended solely for the benefit of City and Vendor with no third party beneficiaries
14. 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.
15. 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 Purchase Order. City may immediately terminate this 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.
16. Insurance: Vendor shall secure, before delivery of any goods/services, the following insurance covering all operations, goods and services provided to City. Vendor shall keep the required insurance coverage in force at all times during the term of the Purchase Order, or any extension thereof, during any warranty period, and for three (3) years after termination of this Purchase Order. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as "A-VIII or better." Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, City must be notified by Vendor. Vendor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of Vendor. 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 A-CORD certificate, complies with all insurance requirements of this Purchase Order. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Purchase Order shall not act as a waiver of Vendor's breach of this Purchase Order or any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements. Vendor's insurer shall name as Additional Insured to its Commercial General Liability and Business Auto Liability policies the City and County of Denver, its elected and appointed officials, employees and volunteers. Vendor's insurer shall waive subrogation rights against the City. All sub-contractors and sub-consultants (including independent contractors, suppliers or other entities providing goods/services required by this Purchase Order) shall be subject to all of the requirements herein and shall procure and maintain the same

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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.

17. Severability: If any provision of this 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.

18. Survival: All terms and conditions of this 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.

19. No Construction Against Drafting Party: No provision of this Purchase Order shall be construed against the drafter.

20. 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.

21. 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 Purchase Order, and City shall have the right to inspect and copy the same.

22. 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.

23. 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.

24. 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 Purchase Order or barring Vendor from City facilities or from participating in City operations.

25. Conflict of Interest: No employee of City shall have any personal or beneficial interest in the goods/services described in this 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.

26. Advertising and Public Disclosure: Vendor shall not reference the goods/services provided hereunder in any of its advertising or public relations materials without first obtaining the written approval of the Manager of General Services.

27. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT: a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance"). b. The Contractor certifies that: (1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement. (2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement. c. The Contractor also agrees and represents that: (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement. (2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement. (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program. (4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Contractor to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien. (6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3. d. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

28. In order to receive payment, a complete and responsive invoice must be submitted as required by the City's Prompt Payment Ordinance Article VII of Chapter 20, D.R.M.C., which includes clearly stating the City-generated purchase order or contract number on the invoice and complying with the City's invoicing instructions, including delivery of the invoice to the proper City official or agency.

Authorized Signature