

Master Purchase Order

DO NOT INVOICE TO THIS ADDRESS				Supplier Contract No.	SC-00004931
City & County of Denver		Date:	June 22, 2020	Revision No.	
Purchasing Division		Payment Terms	Net 30	Resolution (as applicable):	
201 West Colfax Avenue, Dept. 304		Freight Terms	DESTINATION		
Denver, CO 80202		Ship Via	Best Way		
United States		Buyer:	Elizabeth Hewes		
Phone: 720-913-8100 Fax: 720-913-8101		Phone:	720-913-8109		

Workday Supplier ID: SUP-00007303 Phone: 303-487-3343 Email: merle.tracy@mittera.com

Mittera Group, Inc.
1312 Locust St., #202
Des Moines, IA 50309
Attn: Merle Tracy

Ship To: Various Locations
Bill To: As Specified By Agency

Colorado Secretary of State ID: 20201153092
U.S. Federal SAM Registry Verification Date: 6/05/2020

1. Goods/Services:

Mittera Group, an Iowa corporation, (“Vendor”) shall provide the goods, and any services related thereto, identified and described on attached **Exhibit A**, to the City and County of Denver, a Colorado municipal corporation (the “City”), all in accordance with the terms and conditions of this Master Purchase Order.

2. Ordering:

The City shall purchase one or more of the goods/services by issuing a written purchase order(s) or similar appropriate written document (“Order”), each of which will be deemed incorporated into this Agreement for purposes of such Order only.

3. Pricing:

The pricing/rates for the goods/services is contained on **Exhibit A** and shall be held firm for the term of this Master Purchase Order.

4. Extension or Renewal:

The effective period of this Master Purchase Order shall be from date of signature to and including May 31, 2023. It is also a specific provision of this Master Purchase Order that the City and the vendor may mutually agree to renew and continue this Purchase Order for additional periods of one year at the same prices, terms and conditions. However, no more than two (2) yearly extensions, not surpassing May 31, 2025 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:

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 two million, five hundred thousand dollars (\$2,500,000.00). The Vendor acknowledges that any goods/services provided beyond those specifically described in **Exhibit A** are performed at Contractor's risk and without authorization from the City. City's payment obligations hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Master Purchase Order, encumbered by the City after receipt of Vendor's invoice and paid into the Treasury of City. Vendor acknowledges that: (i) City does not by this Master Purchase Order, irrevocably pledge present cash reserves for payments in future fiscal years; and (ii) this Master Purchase Order is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City. City may 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 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. Liability for claims for injuries to persons or property arising from the acts, omissions, or negligence of the City, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, Colorado Revised Statutes § 24-10-101, et seq; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b); and the City's limitation on liability for torts, Denver Revised Municipal Code § 1.1.7.

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 ~~under~~ ^{of} this contract, Vendor shall continue to be liable under this Master Purchase

Order and any permitted assignee or subcontractor shall be bound by the terms and conditions contained herein. This Master Purchase Order is intended solely for the benefit of City and Vendor with no third party beneficiaries

18. Notice:

Notices shall be made by Vendor to the Director of Purchasing and by City to Vendor at the addresses provided herein, in writing sent registered, return receipt requested.

19. Compliance With Laws:

Vendor shall observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules, regulations and executive orders related to its performance under this Master Purchase Order. City may immediately terminate this Master Purchase Order, in whole or in part, if Vendor or an employee is convicted, plead nolo contendere, or admits culpability to a criminal offense of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature.

20. Insurance:

Vendor shall secure, before delivery of any goods/services, the following insurance covering all operations, goods and services provided to City. Vendor shall keep the required insurance coverage in force at all times during the term of the Master Purchase Order, or any extension thereof, during any warranty period, and for three (3) years after termination of this Master Purchase Order. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, City must be notified by Vendor. Vendor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Master Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of Vendor. Risk Management reserves the right to require additional policies and/or limits based on agreement scope of work. Vendor shall provide a copy of this Master Purchase Order to its insurance agent or broker. Vendor may not commence services or work relating to the Master Purchase Order prior to placement of coverage. Contractor certifies that the attached certificate of insurance attached to the Master Purchase Order documents, preferably an ACORD certificate, complies with all insurance requirements of this Master Purchase Order. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Master Purchase Order shall not act as a waiver of Vendor's breach of this Master Purchase Order or any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements. Vendor's insurer shall name as Additional Insured to its Commercial General Liability and Business Auto Liability policies the City and County of Denver, its elected and appointed officials, employees and volunteers. Vendor's insurer shall waive subrogation rights against the City. All sub-contractors and sub-consultants (including independent contractors, suppliers or other entities providing goods/services required by this Master Purchase Order) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Vendor. Vendor shall include all such entities as insureds under its policies or shall ensure that they all maintain the required coverages. Vendor shall provide proof of insurance for all such entities upon request by City. For Worker's Compensation Insurance, Vendor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 for each bodily injury occurrence claim, \$100,000 for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Vendor expressly represents to City, as a material representation upon which City is relying, that none of the Vendor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Master Purchase Order, and that any such rejections previously effected, have been revoked. Vendor shall maintain Commercial General Liability coverage with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate. Vendor shall maintain Business Auto Liability coverage with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-hired vehicles used in performing services under this Master Purchase Order. For Commercial General Liability coverage, the policy must provide the following: (i) That this Master Purchase Order is an Insured Contract under the policy; (ii) Defense costs in excess of policy limits; (iii) A severability of interests, separation of insureds or cross liability provision; and (iv) A provision that coverage is non-contributory with other coverage or self-insurance provided by City. For claims-made coverage, the retroactive date must be on or before the first date when any goods or services were provided to City. Vendor must advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Vendor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

21. Severability:

If any provision of this Master Purchase Order, except for the provisions requiring appropriation and encumbering of funds and limiting the total amount payable by City, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity of the remaining portions or provisions shall not be affected if the intent of City and Vendor can be fulfilled.

22. Survival:

All terms and conditions of this Master Purchase Order which by their nature must survive termination/expiration shall so survive. Without limiting the foregoing, Vendor's insurance, warranty and indemnity obligations shall survive for the relevant warranty or statutes of limitation period plus the time necessary to fully resolve any claims, matters or actions begun within that period. Bonds shall survive as long as any warranty period.

23. No Construction Against Drafting Party:

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

24. Status of Vendor/Ownership of Work Product:

Vendor is an independent contractor retained on a contractual basis to perform services for a limited period of time as described in Section 9.1.1E(x) of the Charter of City. Vendor and its employees are not employees or officers of City under Chapter 18 of the D.R.M.C. for any purpose whatsoever. All goods, deliverables, hardware, software, plans, drawings, reports, submittals and all other documents or things furnished to City by Vendor shall become and are the property of City, without restriction.

25. Records and Audits:

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

26. Remedies/Waiver:

No remedy specified herein shall limit any other rights and remedies of City at law or in equity. No waiver of any breach shall be construed as a waiver of any other breach.

27. No Discrimination in Employment:

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

In connection with the performance of work under this Master Purchase Order, the Vendor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Vendor 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 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 Vendor 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 Vendor 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 Vendor 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 Vendor will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

- (6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S, or the City Auditor, under authority of D.R.M.C. 20-90.3.

d. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

32. MBE/WBE Procurement Goals:

- A. This Master Purchase Order is subject to all applicable provisions of Article V, of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), designated as §§ 28-117 –137 and 28-152 – 28-158, D.R.M.C., (referred to in this Master Purchase Order as the “MBE/WBE/SBE Purchasing Ordinance”) and any Rules or Regulations promulgated pursuant thereto. The Vendor identified in its proposal the participating MBE and/or WBE firms that will be used to satisfy the procurement goal, whether as a self-performing bidder or proposer, a subcontractor, or member of a joint venture and a total participation level by such firms of 7%. The procurement goal for MBE/WBE participation established for this Agreement by the Division of Small Business Opportunity (DSBO) is 7%.
- B. Under §28-132, D.R.M.C., the Vendor has an ongoing, affirmative obligation to maintain for the duration of this Master Purchase Order, at a minimum, compliance with its originally achieved level of MBE and WBE participation upon which this Master Purchase Order was awarded, unless the City initiates a material alteration to the scope of work affecting MBEs or WBEs performing on this Master Purchase Order through contract amendment or otherwise as set forth in §28-133, D.R.M.C. The Contractor Vendor acknowledges that:
1. It must establish and maintain records and submit regular reports, as required, which will allow the City to assess progress in achieving the M/WBE participation goal.
 2. If any contract modifications are issued under the Master Purchase Order, the Vendor shall have a continuing obligation to immediately inform DSBO in writing of any agreed upon increase or decrease in the scope of the procurement of such contract, upon any of the bases discussed in 28-133, D.R.M.C., regardless of whether such increase or decrease in scope of the procurement has been reduced to writing at the time of notification.
 3. If any contract modifications are issued under the contract, that include an increase in the amount of covered goods or scope of covered services under the Master Purchase Order, whether by amendment or otherwise which increases the dollar value of the contract, whether or not such change is within the scope of performance by an M/WBE at the time of contract award, such contract modification shall be immediately submitted to DSBO for notification purposes. Those amendments or other contract modifications that involve a changed scope of goods or services that cannot be performed by existing project subcontractors or by the Vendor shall be subject to a goal for M/WBEs equal to the original goal on the contract which was included in the bid or proposal. The Vendor Consultant shall satisfy such goal with respect to such changed scope of procurement by soliciting new M/WBEs in accordance with §28-133, D.R.M.C., as applicable, or the Vendor must show each element of modified good faith set out in §28-135(d), D.R.M.C. The Vendor shall supply to the director the documentation described in §28-135(d), D.R.M.C. with respect to the increased dollar value of the Master Purchase Order.
 4. Failure to comply with these provisions may subject the Vendor to sanctions set forth in the MBE/WBE/SBE Purchasing Ordinance. Should any questions arise regarding specific circumstances, the Vendor must consult the MBE/WBE/SBE Purchasing Ordinance or contact the designated DSBO representative at (720) 913-1999.

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.

This Master Purchase Order is acknowledged and agreed to by:

Vendor Name: Mittera Group, Inc.

City & County of Denver, Purchasing Division

By: 
(Authorized Signature)

By: _____

Print Name: Jon Troen

Print Name: Elizabeth Hewes

Title: CEO

Title: Associate Procurement Analyst

Date: 6-20-20

Date: _____

Supervisor Initial: _____

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

EXTENSION / RENEWALS:

Upon renewal, City procurements shall be made via Purchase Order (PO) under the pricing, terms and conditions of this MPO. Invoicing must contain the individual PO number that corresponds with the order.

General inquiries, not specific to an individual order, shall reference the above MPO.

Extension No. 1 _____

The contract made and entered into by your company and the City and County of Denver pursuant to the above referenced Master Purchase Order (MPO) 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: _____
Mittera Group, Inc.
(Company Name)

City & County of Denver, Purchasing Division

By: _____
(Authorized Signature)

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Note:

Extension No. 2 _____

The contract made and entered into by your company and the City and County of Denver pursuant to the above referenced Master Purchase Order (MPO) 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: _____
Mittera Group, Inc.
(Company Name)

City & County of Denver, Purchasing Division

By: _____
(Authorized Signature)

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Note:

EXHIBIT "A"

Vendor: Mittera Group, Inc.
 Title: Comprehensive City-Wide Printing and Mailing
 Solicitation No.: 11029A

It is recommended that you use your Supplier Contract No SC-00004931, in all future correspondence and/or other communications.

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

A.1 GENERAL EXPECTATIONS:

Vendor will provide an Account Representative.

Vendors will be able to satisfy the general expectations that come with a printing company. Depending upon each requested job, the City may need different sizes of paper for each requested job, however, the City does utilize letter, legal, and 11" x 17" as standard printing sizes whenever these are applicable to the requested job.

Vendor will perform work that is considered part of the industry norms and abilities of a printing house and be performed repeatedly at a high level. Examples of work expected from Vendors include the following items, but not limited to:

- Cutting
- Collating
- Single sided runs
- Multiple Color runs
- Binding
- Perforating
- Numbering
- Double sided runs
- Punching
- Padding
- Saddle stitching
- Graphic Design/Artwork
- Stapling
- Folding/Insertion
- Scoring
- Half/Duo tones

A.2 QUOTES AND ORDERING OF ITEMS:

The City is an expansive market with different City Agencies ordering different items throughout the year. The City's Central Services team will be the Program Administrator for the City's general printing and mailing needs, in addition, other City Agencies, such as Public Works, will also require constant service as well.

When a requesting City Agency has contacted the Vendor's Account Representative for a written quote, the Vendor is to provide the quote (e.g. email, Microsoft Word, PDF, etc.) with the following information to be included on the written quote:

- The requesting City Agency and its contact person's name
- The Vendor's quote number
- The date of the quote
- The Job title
 - The Job description, including any applicable items, such as Flat size, Ink, Stock, Prepress, Proof, Finishing, Color Process, Paper Type
- Quantity requested to be printed and mailed (including the quantity of envelopes)
- Price per printed unit (lump sum pricing is unacceptable)
- Price per mailed unit (postage per piece) (lump sum pricing is unacceptable)
- If mailed to a City of Denver owned building, the location of the delivery
- Completion date (if a specific date is requested) or estimated delivery date

Vendor will provide a written quote within 24 - 48 hours for most projects. If the quote will be beyond 48 hours, vendor will notify the requesting City Agency when to expect the quote.

It is the City's intention that all orders for the City's Central Services team for printing and mailing be submitted using an order form or via a Vendor's digital store front and website. Vendor may provide the City with their order form for use, or one can be created as a template.

All orders will be for specific jobs. They may be run as either a one time or on an annual need basis, depending on each City Agency's need. All orders, no matter the requesting City Agency, will be placed by the awarded Vendor's assigned Account Representative or by an approved City personnel through the Vendor's website.

A.3 DESIGNS AND PROOFS:

Prior to the printing and mailing request being completed by an awarded Vendor, the City will require a design and proof to be sent to the requesting City Agency contact for verification and acceptance, prior to a printing run being started by the Vendor. These designs and proofs may be requested through a PDF format, or if necessary, mailed directly to the City Agency contact. All designs and proofs are considered proprietary and property of the City.

Vendor will provide proofs within 2 business days of receiving art files.

Use of the City's logo and designs for purposes other than official City of Denver business, and without written consent from authorized City personnel may result in an immediate termination of this contract.

A.4 SUSTAINABILITY AND ENVIRONMENTAL CONSIDERATIONS:**Paper**

The City is continuing to strive towards green and environmentally friendly products when printing and mailing is considered. The City's current overall standard for printing is for all printed materials to be on thirty percent post-consumer waste (30% PCW) product or greater. During the resulting contractual agreement, the City may adjust this requirement to 100% PCW product to be used in the printing process. The vendor shall provide costing for 30% and 100% PCW for each job, to assist the City in its budget planning. When paper with 100% PCW content is available, cost-effective to the ordering agency, and meets the required form, function and utility, 100% PCW shall be used.

Paper products shall be derived from a sustainably-managed renewable resource and certified as such through an appropriate third-party certification program recognized by the paper industry, such as the Forest Stewardship Council (FSC) or Sustainable Forestry Initiative (SFI), to the extent practicable, unless the cost of the product is not competitive. To the maximum extent practicable and whenever feasible, these standards shall apply to other printed items such as brochures, envelopes, letterheads, business cards, and forms. In addition, vendors are encouraged to print publications and other printed items on processed chlorine free (PCF) paper to the maximum extent practicable. A recycled paper logo or the words "Printed on Recycled Paper" shall be an option offered to all Agencies if the publication(s) is printed on recycled paper. The Agency will have the option to accept or reject this option.

All publications shall be printed double-sided, to the maximum extent practicable.

Some City agencies printing requests shall be printed on 100% PCW paper, without exception. An awarded Vendor that receives a printing request from these agencies will be required to adhere to this 100% PCW requirement for each request. Failure to print this agency's requests on 100% PCW paper may result in a Vendor deficiency, which may result in the termination of Vendor's contractual agreement.

Vendor will keep a continuous and plentiful stock of both 30% and 100% PCW paper. If a particular PCW percentage of paper cannot be obtained through an awarded Vendor's supply chain, the Vendor must notify the requesting City Agency Contact and the City Program Administrator printing and mailing program in writing and within one (1) business day. The City shall not be liable for any additional paper ordering and storage fees during the life of a contractual agreement with Vendor.

Printing

EcoLogo is a North American Type I environmental leadership standard setting and third-party certification program as defined by ISO 14024. It has developed environmental standards for a wide range of consumer and commercial products and certifies products meeting those standards. For additional information, visit the EcoLogo website at: <http://www.ecologo.org/en/>.

Sustainable Green Printing Partnership (SGP): is an organization that provides voluntary audits to criteria for sustainable printing practices. For additional information, visit the SGP website at: <http://www.sgppartnership.org/>.

Ink**Bio-based Content:**

To the maximum extent practicable, provide water-based or vegetable based lithographic ink, which will reduce the amount of VOCs released into the environment.

Unless it is determined that the cost of printing with vegetable-based ink is significantly greater than the cost of printing with petroleum-based ink, all lithographic inks used in the production of printing requirements shall contain the following minimum percentages of vegetable oil: News Inks - 40%; Sheet Fed Inks - 20%; Forms Inks - 20%; Heat Set Inks - 10%.

Heavy Metal Content:

To the maximum extent practicable, provide ink where the sum or incidental concentration levels of lead, cadmium, mercury or hexavalent chromium in ink shall not exceed 100 parts per million (ppm) by weight.

Environmental Performance:

To the maximum extent practicable, provide ink which meets or exceeds the Ecologo™ Certification Criteria Document for Printing Inks (CCD-040).

A.5 ERROR REPLACEMENT RUN REQUIREMENTS:

Vendor's printing jobs are expected to be in compliance with the standards and expectations set forth by the City. If a print job is run by a Vendor that does not meet the expectations of the City, then the Vendor shall remedy this in a timely manner and to the best of their abilities, at no additional cost to the City. (Example –Vendor runs a print job and the artwork is not centered prior to the print run, then the Vendor will correct the artwork to the City's satisfaction and re-run the print at a \$0.00 additional cost to the City for the re-run.)

Failure to meet or exceed the City's standards and expectations without a remedy in the timeline requested by the City may result in a cancellation of the contract if repeated Vendor deficiencies are documented.

A.6 PRODUCT UNDER/OVERRUNS:

Vendor will not only produce a high-quality product, but also be able to produce a print run goal of $\pm 0\%$ under/over. For printing jobs that include mailing, a print run of 0% under/over will be required.

If there is an overrun on the print job, the City will not pay for additional pieces.

A.7 F.O.B. POINT GENERAL SHIPPING:

All prices quoted must be quoted at a firm price F.O.B. Denver, Colorado, delivered to any City and County location. No separate shipping charges for delivery will be considered by the City, no matter the size of the order, nor the location within the City and County of Denver owned property.

The City considers shipping charges to be separate from postage rates for the mailing of items to the general public. When providing quotes for prospective printing and mailing jobs that will be mailed to the general public, the Vendor is to provide a quoted price for the printing of the requested items, along with a separate quoted price for the postage to mail the printed items.

A.8 F.O.B. POINT ADDITIONAL REQUIREMENTS FOR MAILING ONLY:

All printing and mailing jobs shall be presorted by the Vendor for bulk mailing, prior to being sent to the U.S. Postal Service (USPS) for final deliveries. All mailings shall be in accordance with USPS regulations, including barcoding, sorting, and traying via the USPS Bulk Mail Facility. Delivery to the USPS Bulk Mail Facility is to be done by Vendor with a delivery vehicle that can be secured and locked when transporting the City's materials.

A mailing list will be provided by the requesting City Agency to the Vendor, in a usable format. It will be the Vendor's responsibility to ensure that the mailing lists are scrubbed into a clean list, prior to printing, sorting, and delivery. Vendors are to have access for usage of the National Change of Address (NCOA^{Link™}) software to ensure that continuous updating of addresses occurs and is in accordance with USPS standards. Vendor must also be Coding Accuracy Support System (CASS) certified.

On occasion, the City may also need for samples, templates, job specifications, ect. to be picked up from a central location. The City currently utilizes two central locations, however, additional locations may be added or removed during a contractual period. The two locations are:

Wellington Webb Municipal Building
201 West Colfax Avenue
Central Services Division, Dept 305
Denver, CO 80202

Denver Human Services Castro Building
1200 Federal Boulevard
Denver, CO 80204

All items to be mailed are to be included in the general mailing, sorted, and sent out via the USPS Bulk Mail Facility.

All mailing costs shall include all prep, sorting, and delivery to the USPS. All printing with mailing jobs will have the postage costs using a City of Denver postage permit that will be provided by the requesting City Agency.

In the event that the mailing costs exceed the proposed pricing submitted by the Vendor when a quote has been provided, the City will allow for a one-half cent variance. All other mailing costs that exceed this amount shall be absorbed by the Vendor. (Example – The awarded Vendor proposes a mailing cost of \$0.17/piece and the actual mailing cost is \$0.185/piece. The City will absorb costs up to \$0.175/piece, with the Vendor absorbing the \$0.01/piece difference.)

A.9 DELIVERY CONSIDERATIONS:

When a date is quoted and set for the delivery of goods or the performance of work by the Vendor, the goods must be delivered, or work performed within 10 days of approved proof. If the delivery date is passed the 10 days, Vendor must notify the requesting City Agency of the delay. Deliveries of goods or the performance of work by the awarded Vendor is expected to be completed within the industry defined normal standards and by the date agreed upon by the awarded Vendor and the requesting City Agency.

On certain occasions, the City may request rush orders to be placed and run by the awarded Vendor. It is the expectation from the City that the awarded Vendor place a rush order and complete it within the agreed upon timeline for the requesting City Agency.

Treasury Specific:

Due to certain local and state statutes that the City's Treasury Division is required to follow, there will be hard and specific deadlines that must be followed when property taxes, tax valuations, delinquencies, etc. are printed and sent out for mailing to the City's residents. The majority of these notices are required to be sent during a short timeline, but a timeline that is consistent from year to year.

In addition, Treasury also requires daily printing and delivery of reports to the City. Some of these daily reports require mailing services as well.

Clerk and Recorder Elections Division Specific:

Due to state and local statutes, the Elections Division has specific requirements and deadlines for printing ballot guides and notices that must be followed. These notices must follow a very tight printing and mailing schedule, with variable page counts from election to election.

W2 Printing Specifics:

Due to Internal Revenue Services (IRS) statutes, the Payroll Division has specific deadlines for printing W2s that must be followed. These printings and mailings require a secure file transfer that must be used. The City will provide W2 information via a Secure File Transfer Protocol (SFTP) to Vendor in a pdf format. Vendor will add IRS instructions and mailing address to the back of the form. Vendor will also print W2s following the IRS requirements, insert, and mail all pieces by USPS by January 31st. The City and Vendor will come up with additional requirements.

A.10 BACKGROUND CHECKS

Supplier, at its expense, must conduct a background check for each of its employees, as well as for the employees of its subcontractors, who will provide services to the City. The term "employee" for the purpose of this requirement, includes anyone who is providing services for the City under this Contract. Background checks are to be conducted through an independent background check company and must include the following:

- Social Security Number Trace;
- Federal Criminal Records (includes wants, warrants, arrests, convictions, and incarcerations);
- Colorado Criminal Records (includes wants, warrants, arrests, convictions, and incarcerations);
- Criminal Records from other States if the employee disclosed, or the background check identifies, that the employee lived in another state in the last seven years (includes wants, warrants, arrests, convictions, and incarcerations); and
- National Sexual Offender Registry Search.

The background check shall include all convictions for the last seven years and may include additional convictions beyond seven years when permitted and/or required by law.

In addition to the foregoing background check, certain City locations require employees to pass a NCIC background check. These background checks will be administered by the City and will be at no cost to the Supplier. Supplier employees will be required to

provide their social security numbers to the City. Suppliers employees will be provided entrance cards for each facility. Suppliers employees are not allowed to share cards to provide services. The following locations require NCIC background checks:

- Police Academy
- Denver Animal Shelter
- Traffic Operations
- DPD Police Precincts

The background check(s) must be conducted successfully prior to initial access and/or involvement by employees. Employees who separates from the Supplier's employment and is then re-hired must undergo another background check prior to renewed access and/or involvement in providing services to the City. The City also has the ability to audit the Supplier's background check process, to ensure compliance with City standards, at any time. Additionally, all employees are required to self-disclose to the Supplier any criminal charges and convictions and nolo contendere pleas (no contest pleas) that occur while providing services to the City within three business days of the conviction, charge, or plea. Supplier is required to inform the City of any criminal charges or convictions or nolo contendere pleas (no contest pleas) that arise while an employee is on assignment with the City. Supplier must inform the City within one business day of the Supplier having knowledge of the charge, conviction, or plea. The City will determine, in its sole discretion, whether the employee will remain on a City assignment.

Failure by the Supplier to comply with the terms of this Section may result in the termination of its contract with the City.

A.11 CITY SOFTWARE AND SECURITY:

During the period of a resulting contractual agreement, the City may have certain software that requires a compatibility or for the Vendor's system to interface with the City's network. At this time, the City does not anticipate this as a need, however, if Vendor offer a website or portal for ordering, it shall adhere to all City Technology Services security requirements, when applicable. The City will work in good faith with Vendor if an integration is necessary with the Vendor if it affects an ordering and/or transference of information.

All sensitive data shall be encrypted in transit and at rest. Examples of sensitive data are PCI, PII, CJI, and HIPAA.

Vendors must follow City Data and City Confidential Information:

1. "City Data" means all data, information, or records whether in oral or written (including electronic) form, created by or in any way originating with the City and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with the City, in the course of using and configuring the Services provided under this Agreement, and includes all records relating to the City's use of the Contractor Services. City Data may include City Confidential Information that the Contractor may receive during the course of this Agreement.
2. "City Confidential Information" means all City Data not subject to disclosure under CORA. City Confidential Information shall include, but is not limited to, records or data that is disclosed in written, graphic or machine recognizable form and is marked, designated, labeled or identified at the time of disclosure as being confidential or its equivalent, or, if the information is in verbal form, it is identified as confidential or proprietary at the time of disclosure and is confirmed in writing within thirty (30) Calendar Days of the disclosure and is not subject to disclosure under CORA. City Confidential Information shall also include, but is not limited to, PII, PHI, PCI, Tax Information, financial data, attorney/client privileged communications, copyrighted material, statistical data, student records, CJI, the City's human resources data and personnel records not subject to disclosure under CORA, and other data defined under § 24-73-101, et seq., and personal information that is subject to local, state or federal statute, regulatory oversight or industry standard restricting the use and disclosure of such information. The loss of City Confidential Information would constitute a direct damage to the City. City Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the City, which has been communicated, furnished, or disclosed by the City to the Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to the Contractor without restrictions at the time of its disclosure to the Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by the Contractor to the City; (iv) is disclosed to the Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any City Confidential Information.

City Data Rights and Ownership

City Data shall remain the exclusive property of the City. All City Data created and/or processed is and shall remain the property of the City.

DATA PRIVACY LAWS

At a minimum compliance with Colorado HB 1128, Colorado Consumer Privacy Act. Depending upon the data involved, Vendor may have to show compliance to:

- the most recently promulgated IRS Publication 1075 for all Tax Information,
- the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI,
- the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJ,
- the Children’s Online Privacy Protection Act (COPPA),
- the Family Education Rights and Privacy Act (FERPA),
- §24-72-101 et seq.,
- the Telecommunications Industry Association (TIA) Telecommunications Infrastructure Standard for Data Centers (TIA-942);
- the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Addendum attached to this Agreement

If the Vendor receives Personally Identifiable Information (“PII”) under this Agreement, the Vendor shall implement and maintain reasonable written security procedures and practices that are appropriate to the nature of the PII and the nature and size of the Vendor’s business and its operations. The Vendor shall be a “Third-Party Service Provider” as defined in § 24-73-103(1)(i), C.R.S., and shall maintain security procedures and practices consistent with §§ 24-73-101 *et seq.*, C.R.S. Unless the Vendor agrees to provide its own security protections for the information it discloses, the Vendor shall require all its subcontractors, employees, agents, and assigns to implement and maintain reasonable written security procedures and practices that are appropriate to the nature of the PII disclosed and reasonably designed to help protect the PII subject to this Agreement from unauthorized access, use, modification, disclosure, or destruction. The Vendor and its subcontractors, employees, agents, and assigns that maintain electronic or paper documents that contain PII under this Agreement shall develop a written policy for the destruction of such records by shredding, erasing, or otherwise modifying the PII to make it unreadable or indecipherable when the records are no longer needed.

A.12 STORAGE

The City requires the Vendor to store inventory items and be accessible when needed. Inventoried items will include but not limited to City envelopes and various City forms. City Agencies will be requesting items to be inventoried. As part of the request, the requesting City Agency will provide the quantity of items that will be stored.

The items will be stored on 4’x4’ pallet, shrink wrapped. It will be at the discretion of the Vendor to determine the safe height of each shrink-wrapped pallet. Pallets will be single stacked. On average, the City has approximately 50 pallets in storage at a time.

If any damage happens to inventoried items or items disappear from inventory, Vendor will replace, at no-cost to the City, the damaged or missing items.

The storage site must meet the following requirements:

- Building must be an enclosed dry climate area.
- Storage area must be accessible to Vendor personnel only. If non-vendor personnel are allowed in area, then they must be escorted at all times.

Vendor will provide a monthly report of items inventoried. This report will be provided to the City Agency requesting the storage and the City Program Administrator. The City may request additional reports throughout the month.

Vendor will also inform the City Agency contact person and the City Program Administrator when inventory levels reach the replenish level. The City Agency will determine the replenish level and inform the Vendor at time of storage request. Vendor will not replenish the inventoried items without written approval from the City Agency contact person.

When requested by City Agency, Vendor will need to use pre-inventoried items for specific job fulfillment. Example: When the Tax Assessors Office needs to send out property tax notices using the inventoried tax assessor’s forms and envelopes.

A.13 INVOICING REQUIREMENTS:

Vendor shall be able to direct bill to each City Agency, with clear description and contain enough detail and be self-explanatory. Vendor shall provide a statement to be reviewed and approved prior to invoicing. All statements and invoices will be mailed to the City Agency contact person. Vendor must submit the invoice within three weeks of when job is completed.

The City utilizes approximately one hundred fifty (150) different bill codes that are typically invoiced monthly, as the City conducts business on a net 30 schedule. The City will not consider an invoice to be available for payment until the City has reviewed, received, and accepted the Vendor's printing run as having been complete and to the satisfaction of the requesting City Agency.

Vendor must be capable of providing invoices that include the following details:

- Name of the person placing the order
- Invoice number
- Invoice date
- Item description for each line item
- Itemized charges, including unit of measurement
- Total charge
- Service date(s) or service period
- Supplier Contract number – SC-##### (provided upon acceptance of award)
- PO number (will be provided to awarded Vendor with each internal Agency request)
- Delivery location (Building name and address)

A.14 PAYMENT CONDITIONS:

Progress payments are not authorized in this procurement. Payment will be made upon final delivery and acceptance of the supplies or service by the City for each printing job. The awarded Vendor may submit invoices to be paid, but only after that project's goods have had a purchase order issued for them, the goods have been received by the City, passed through a final inspection, and accepted by the City.

Final payment for work accomplished will not be considered until final inspection and approval by the City.

A.15 REPORTING:

Vendor will provide the City's Program Administrator monthly, quarterly, and annual reports.

Each report would include at least, but is not limited to the following:

- Name of the requesting City Agency and the name of the Agency contact
- Name and date of requested printing and mailing job
- Number of requested prints and mailings
- Description of requested prints and mailings (e.g. color process, size, etc.)
- Confirmation of print jobs completed on recycled-content paper, noting the breakout of PCW content per job
- If the job has been completed and on what date completion was done
- If the job has been invoiced, with an invoice #, and if that invoice has been paid
- Miscellaneous notes by the Vendor

Additional report information may be requested by the Program Administrator during the term of the resulting contract.

A.16 ONLINE ORDERING

Vendor will provide an online ordering platform that the City Agencies may use to request jobs. This platform will include:

- Creating jobs
- Review, comment, and approve proofs
- User interface
- Pay for jobs with City credit card
- Unique login for each user

The online platform will meet the City's Technology Services security requirements.

A.17 EMERGENCY PURCHASES:

The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the Vendor.

A.18 COOPERATIVE PURCHASING:

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

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

A.19 VENDOR PERFORMANCE MANAGEMENT:

The Purchasing Department may administer a vendor performance management program as part this contract. The purpose of this program is to create a method for documenting and advising the Purchasing Department of exceptional performance or any problems related to the purchased goods and services.

A.20 PRICING:

See Exhibit B: Pricing Sheet