

# Master Purchase Order

|                                                                                                                                                                                                                                                                                                                                                                                              |  |                                           |                                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------|------------------------------------|
| <b>DO NOT INVOICE TO THIS ADDRESS</b>                                                                                                                                                                                                                                                                                                                                                        |  | Workday™ Supplier Contract No. SC-0001076 |                                    |
| <b>City &amp; County of Denver</b>                                                                                                                                                                                                                                                                                                                                                           |  | Date:                                     | 10/23/2025                         |
| Purchasing Division                                                                                                                                                                                                                                                                                                                                                                          |  | Payment Terms                             | Net 30 Resolution (as applicable): |
| 201 West Colfax Avenue, Dept. 304                                                                                                                                                                                                                                                                                                                                                            |  | Freight Terms                             | FOB DESTINATION                    |
| Denver, CO 80202                                                                                                                                                                                                                                                                                                                                                                             |  | Ship Via                                  | Best Way                           |
| United States                                                                                                                                                                                                                                                                                                                                                                                |  | Analyst:                                  | Elizabeth Hewes                    |
| Email: central.purchasing@denvergov.org<br><a href="https://www.denvergov.org/Government/Agencies-Departments-Offices/Agencies-Departments-Offices-Directory/General-Services/Purchasing-Division/Contact-Information">https://www.denvergov.org/Government/Agencies-Departments-Offices/Agencies-Departments-Offices-Directory/General-Services/Purchasing-Division/Contact-Information</a> |  | Email:                                    | Elizabeth.hewes@denvergov.org      |



Workday Supplier ID: DENVR0000001000 Phone: 303-447-0809

Email: jhaertling@msn.com

Haertling.com, LLC  
609 S. Taylor Ave, Unit D  
Louisville, CO 08827

Ship Red Rocks Amphitheatre  
To: 18300 W Alameda Pkwy  
Morrison, CO 80465

Attn: John Haertling  
Colorado Secretary of State ID: 20001250254  
U.S. Federal SAM Registry Verification Date: 10/21/2025

Bill To: As Specified By Agency

## 1. Goods/Services:

Haertling.com, a Colorado Limited Liability Company, ("Vendor") shall provide the goods, and any services related thereto, identified and described on attached **Exhibit A**, to the City and County of Denver, a Colorado municipal corporation (the "City"), all in accordance with the terms and conditions of this Master Purchase Order.

## 2. Ordering:

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

## 3. Pricing:

The pricing/rates for the goods/services is contained on **Exhibit A**.

## 4. Term/Renewal:

The term of this Master Purchase Order shall be from 1/1/2026 to and including 12/31/2031.

## 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 (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.

## 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 Master Purchase Order notwithstanding, in no event shall the City be liable for aggregate payments under this Master Purchase Order in excess of nine hundred thousand dollars (\$900,000). Vendor acknowledges that any goods/services provided beyond those specifically described in **Exhibit A** are performed at Vendor's risk and without authorization from the City. City's payment obligations hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Master Purchase Order, encumbered by the City after receipt of Vendor's invoice and paid into the Treasury of City. Vendor acknowledges that: (i) City does not by this Master Purchase Order, irrevocably pledge present cash reserves for payments in future fiscal years; and (ii) this Master Purchase Order is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City. City may setoff against any payments due to Vendor any claims and/or credits it may have against Vendor under this Master Purchase Order.

**11. Amendments/Changes:**

Only the Executive Director of General Services or his/her delegate is authorized to change or amend this Master Purchase Order by a formal written change order. Any change or amendment that would cause the aggregate payable under this Master Purchase Order to exceed the amount appropriated and encumbered for this Master Purchase Order is expressly prohibited and of no effect. Vendor shall verify with the City 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. 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 Master Purchase Order are free from defects in workmanship and materials, are merchantable, and fit for the purposes for which they are to be used. For any goods furnished under this Master Purchase Order which become defective within twelve (12) months (unless otherwise specified) after date of receipt by City, Vendor shall either, at City's election and to City's satisfaction, remedy any and all defects or replace the defective goods at no expense to City within seven (7) days of receipt of the defective goods or accept the defective goods for full credit and payment of any return shipping charges. Vendor shall be fully responsible for any and all warranty work, regardless of third-party warranty coverage. Vendor shall furnish additional or replacement parts at the same prices, conditions and specifications delineated herein.

**13. Indemnification/Limitation of Liability:**

Vendor shall indemnify and hold harmless City (including but not limited to its employees, elected and appointed officials, agents and representatives) against any and all losses (including without limitation, loss of use and costs of cover), liability, damage, claims, demands, actions and/or proceedings and all costs and expenses connected therewith (including without limitation attorneys' fees) that arise out of or relate to any claim of infringement of patent, trademark, copyright, trade secret or other intellectual property right related to this Master Purchase Order or that are caused by or the result of any act or omission of Vendor, its agents, suppliers, employees, or representatives. Vendor's obligation shall not apply to any liability or damages which result solely from the negligence of City. City shall not be liable for any consequential, incidental, indirect, special, reliance, or punitive damages or for any lost profits or revenues, regardless of the legal theory under which such liability is asserted. In no event shall City's aggregate liability exceed the agreed upon cost for those goods/services that have been accepted by City under this Master Purchase Order up to the total Master Purchase Order Amount. Notwithstanding anything contained in this Master Purchase Order to the contrary, City in no way limits or waives the rights, immunities and protections provided by C.R.S. § 24-10-101, *et seq.*

**14. Termination:**

City may terminate this Master Purchase Order, in whole or in part, at any time and for any reason immediately upon written notice to Vendor. In the event of such a termination, City's sole liability shall be limited to payment of the amount due for the goods/services accepted by City. Vendor acknowledges the risks inherent in this termination for convenience and expressly accepts them. Termination by City shall not constitute a waiver of any claims City may have against Vendor.

**15. Interference:**

Vendor shall notify the Director of Purchasing immediately of any condition that may interfere with the performance of Vendor's obligations under this Master Purchase Order and confirm such notification in writing within twenty-four (24) hours. City's failure to respond to any such notice shall in no way act as a waiver of any rights or remedies City may possess.

**16. Venue, Choice of Law and Disputes:**

Venue for all legal actions shall lie in the District Court in and for City and County of Denver, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and Revised Municipal Code, rules, regulations, Executive Orders, and fiscal rules of City. All disputes shall be resolved by administrative hearing, pursuant to the procedure established by D.R.M.C. § 56-106. Director of Purchasing shall render the final determination.

**17. Assignment/No Third Party Beneficiary:**

Vendor shall not assign or subcontract any of its rights or obligations under this Master Purchase Order without the written consent of the Executive Director of General Services or his/her delegate. In the event City permits an assignment or subcontract, Vendor shall continue to be liable under this Master Purchase Order and any permitted assignee or subcontractor shall be bound by the terms and conditions contained herein. This Master Purchase Order is intended solely for the benefit of City and Vendor with no third-party beneficiaries.

**18. Notice:**

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

**19. Compliance With Laws:**

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

**20. Insurance:**

Vendor agrees to secure, at or before the time of execution of this Master Purchase Order, the following insurance covering all operations, goods or services provided pursuant to this Master Purchase Order. Vendor shall keep the required insurance coverage in force at all times during the term of the Master Purchase Order, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification t

Order. Said

notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Vendor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's Master Purchase Order. Vendor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Master Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of Vendor. Vendor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Master Purchase Order.

Vendor may not commence services or work relating to this Master Purchase Order prior to placement of coverages required under this Master Purchase Order. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Master Purchase Order shall not act as a waiver of Vendor's

breach of this Master Purchase Order or of any of the City's rights or remedies under this Master Purchase Order. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements. For Commercial General Liability, Auto Liability, and Excess Liability/Umbrella (if required), Vendor and sub-contractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured. For all coverages required under this Master Purchase Order, Vendor's insurer shall waive subrogation rights against the City. Vendor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Master Purchase Order) procure and maintain coverage as approved by Vendor and appropriate to their respective primary business risks considering the nature and scope of services provided. Vendor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Vendor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate. Vendor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Master Purchase Order.

**21. Severability:**

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

**22. Survival:**

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

**23. No Construction Against Drafting Party:**

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

**24. Status of Vendor/Ownership of Work Product:**

Vendor is an independent contractor retained on a contractual basis to perform services for a limited period of time as described in Section 9.1.1E(x) of the Charter of City. Vendor and its employees are not employees or officers of City under Chapter 18 of the D.R.M.C. for any purpose whatsoever. All goods, deliverables, hardware, plans, drawings, reports, submittals and all other documents or things furnished to City by Vendor shall become and are the property of City, without restriction. Ownership rights shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use materials. Software licenses terms may be incorporated herein by an End User License Agreement signed by the Director of Purchasing. Any 'click-wrap' electronic acceptance or other terms and conditions not agreed to in writing by the Director of Purchasing are of no force and effect.

**25. Examination of Records and Audits:**

Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Vendor's performance pursuant to this Master Purchase Order, provision of any goods or services to the City, and any other transactions related to this Master Purchase Order. Vendor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Master Purchase Order or expiration of the applicable statute of limitations. When conducting an audit of this Master Purchase Order, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Vendor to make disclosures in violation of state or federal privacy laws. Vendor shall at all times comply with D.R.M.C. 20-276.

**26. Remedies/Waiver:**

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

**27. No Discrimination in Employment:**

In connection with the performance of work under the Master Purchase Order, the Vendor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. 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:**

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 Vendor's advertising or public relations materials without first obtaining the written approval of the Director of Purchasing.

**31. Intellectual Property:**

Any research, reports, studies, data, photographs, negatives or other documents, drawings or materials (collectively "materials") delivered by Vendor in performance of its obligations under this Master Purchase Order shall be the exclusive property of City. Ownership rights shall include, but not be limited to the right to copy, publish, display, transfer, prepare derivative works, or otherwise use materials. Software license terms may be incorporated herein by an End User License Agreement signed by the Director of Purchasing. Any 'click-wrap' agreement, terms of use, electronic acceptance or other terms and conditions not agreed to in writing by the Director of Purchasing are of no force and effect.

**32. Accessibility and ADA Website Compliance:**

Vendor shall comply with, and the products and services provided under this Agreement shall be in compliance with, all applicable provisions of §§ 24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established pursuant to Section § 24-85-103 (2.5), C.R.S. (collectively, the "Guidelines"), to the extent required by law. Vendor shall also comply with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

**33. Federal Provisions:**

Where the source of the funds, directly or indirectly for this Purchase Order is the Federal Government, Vendor agrees to the applicable provisions set out below. Vendor shall be responsible for determining which terms are applicable to its products and/or services.

**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** 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, 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: Haertling.com, LLC  
(Company Name)

City & County of Denver, Purchasing Division

By: *John Haertling*  
(Authorized Signature)

By: \_\_\_\_\_

Print Name: John Haertling

Print Name: Elizabeth Hewes

Title: President

Title: Senior Procurement Analyst

Date: 10/24/25

Date: 10/27/2025

Procurement Manager: **Bruski, Ruth - GS Purchasing Manager -**  
Digitally signed by Bruski, Ruth - GS Purchasing Manager -  
DN: cn=Bruski, Ruth - GS Purchasing Manager, o=City and County of Denver, ou=General Services, email=Ruth.Bruski@denvergov.org  
Date: 2025.10.22 09:55:06 -0600

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

Upon revision, City purchases shall be made via Purchase Order (PO) under the pricing, terms and conditions of this MPO except as specifically noted as a revision (as applicable).

**Revision No. 1**

This revision includes a revise the aggregate amount to \$ \_\_\_\_\_, please return this page with an authorized Vendor signature.

(only add/use as applicable for future renewals if none indicate 'Not Applicable')

Note(s)/revisions(s):

**Vendor Name:** Haertling.com, LLC  
(Company Name)

**City & County of Denver, Purchasing Division**

**By:** \_\_\_\_\_  
(Authorized Signature)

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Federal SAMs re-verification date (save to renewal file):

*[Handwritten signature and date: 10/27/22]*



### Revision No. 2

This revision includes a revise the aggregate amount to \$ \_\_\_\_\_, please return this page with an authorized Vendor signature.

(only add/use as applicable for future renewals if none indicate 'Not Applicable')

**Note(s)/revisions(s):**

**Vendor Name:** Haertling.com, LLC  
(Company Name)

City &amp; County of Denver, Purchasing Division

By: \_\_\_\_\_  
(Authorized Signature)

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print  
Name:

**Title:** \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Federal SAMs re-verification date (save to renewal file):**

**Revision No. 3**

This revision includes a revise the aggregate amount to \$ \_\_\_\_\_, please return this page with an authorized Vendor signature.

(only add/use as applicable for future renewals if none indicate 'Not Applicable')  
 Note(s)/revisions(s):

**Vendor Name:** Haertling.com, LLC  
 (Company Name)

**City & County of Denver, Purchasing Division**

**By:** \_\_\_\_\_  
 (Authorized Signature)

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Federal SAMs re-verification date** (save to renewal file):

**Revision No. 4**

This revision includes a revise the aggregate amount to \$\_\_\_\_\_, please return this page with an authorized Vendor signature.

(only add/use as applicable for future renewals if none indicate 'Not Applicable')

**Note(s)/revisions(s):**

**Vendor Name:** Haertling.com, LLC  
(Company Name)

City &amp; County of Denver, Purchasing Division

By: \_\_\_\_\_  
(Authorized Signature)

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print  
Name: \_\_\_\_\_

**Title:** \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Federal SAMs re-verification date (save to renewal file):**

**EXHIBIT "A"**

Vendor: Haertling.com, LLC

Solicitation/ Award Title: Piece of the Rock Award

Solicitation No. /Internal File Reference Location: 10885A

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**It is recommended that you use your Supplier Contract No. SC-0001076, in all future correspondence and/or other communications.**

**A.1 SCOPE OF WORK/REQUIREMENTS****The Piece of the Rock Awards...**

- must resemble the eloquence and natural beauty of Red Rocks Park and Amphitheatre
- must utilize recycled, repurposed and natural materials (e.g. wood, stone, glass, granite, slate, etc.)
- must showcase Flagstone Rock
- must incorporate Red Rocks Park and Amphitheatre's logo
- must remain consistent for the run of the season (at minimum April - Nov), the City reserves the right to extend or contract this timeframe as needed
- will be produced at an offsite facility
- must measure in width approximately 5" - 6"
- must measure in depth approximately 2" - 3.25"
- must measure in height approximately 7" - 8.5"
- must weigh no more than 3 lbs. per award
- require a box that closes for each award, the box must measure approximately 6" W x 3.5" D x 9.5" H
- require a carrying box that fits at least 8 individuals award boxes at approximately 12" W x 15" D

**The Artist...**

- must be willing to communicate frequently with the City and County of Denver
- should expect last minute and emergency orders of the Rock Award and the Rock Award plates
- may be asked to make occasional unexpected and last-minute orders for delivery within 24-48 hours
- must be willing to work with approved City of Denver employees on design approvals
- must be able to produce 1,200-1,500 products annually in a timely manner
- must be able to produce engraved metal plates approximately 1.25" H x 3.25" W
- should expect last minute and emergency orders
- must include a space no smaller than 2.125" W x 1.25" H for a City and County of Denver Plate agreed upon with the City and County of Denver
- must provide sketches of proposed awards in .JPG or .PDF formats
- may be asked to allow the City and County of Denver to tour your facility
- must create a new and unique award to be used for each season (three sketches per season with one selected)
- may be asked to provide/reproduce additional Rock Awards from previous seasons upon request

**The City...**

- reserves the right to request a sample award free of charge for determination
- retains all intellectual property rights of the awards selected

**A.2 PATENTS:**

Vendor agrees to defend the City at vendor's own expense, in all suits, actions or proceedings in which the City is made a defendant for actual or alleged infringement of any United States of America or foreign letters patent resulting from the

City's use of the goods purchased as a result of this contract. Vendor further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceeding against the City.

Vendor agrees to indemnify and hold harmless the City from any and all license, royalty and proprietary fees or costs, including legal costs, which may arise out of the City's purchase and use of goods supplied by the vendor.

It is expressly agreed by vendor that these covenants are irrevocable and perpetual.

### **A.3 F.O.B. POINT:**

All prices quoted must be quoted at a firm price F.O.B. Denver, Colorado. Exact delivery address will be determined at time of order.

### **A.4 DELIVERY/SERVICE CONSIDERATIONS:**

All deliveries/ services shall be made between the hours of 9:00 AM and 3:00 PM, seven days a week, excluding holidays. The City also may pick-up the pieces from the design studio in lieu of delivery. This will be determined at time of order.

### **A.5 VENDOR PERFORMANCE MANAGEMENT:**

The Purchasing Department may administer a vendor performance management program as part this proposal and resulting 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.

Awarded vendors are required to furnish a performance report to the analyst on an annual basis, no later than the anniversary date of the applicable Master Purchase Order or City Contract, providing at a minimum the following information:

#### **FOR SERVICES**

- Total dollar value of purchases per City Agency
- Total number of transactions per City Agency
- Average response time after receipt of call from the City
- Average time for job completion

### **A.6 ENVIRONMENTAL MANAGEMENT SYSTEM, ENVIRONMENTAL POLICY, AWARENESS, AND COMPLIANCE**

Some City operations can pose risks to human health and the environment. Proactive environmental management can reduce risk and prevent harm. The Denver Environmental Performance Program (DEPP) is the City's ISO 14001 Environmental Management System (EMS). The DEPP ensures all aspects of City operations with the potential to cause environmental impacts are proactively managed. The DEPP reinforces the City's position that the City's business partners are aware of the City's Environmental Policy, and are responsible for supplying goods and services in a manner consistent with this policy. The DEPP also requires business partners ensure the competency of their staff with respect to the environmental impacts of their duties.

The Environmental Policy of the City & County of Denver, may be found at:

<https://denvergov.org/files/assets/public/v/2/public-health-and-environment/documents/eq/2024-denver-environmental-policy.pdf>

All City business partners are required to comply with federal, state, and local environmental regulations. The DEPP requires all City business partners to be aware of the impacts their products and services have on the environment and implement practices to minimize impacts, prevent pollution, and align outcomes with the City's environmental performance goals.

The Contractor shall provide products and services under this agreement consistent with the City's Environmental Policy and any environmental performance goals identified by the agency for whom the contractor is performing work.

**A.6.a Environmentally Preferable Purchasing (EPP) Guidance**

The City defines Environmentally Preferable products and services as those having a lesser or reduced effect on human health and the environment when compared with competing products and services serving the same purpose. The City's EPP evaluation may extend to materials of manufacture, packaging, transport, recycled content, energy consumption, local recyclability, waste disposal, and other factors.

Vendors are encouraged to describe any EPP attributes of the goods or services they offer to the City. Applicable EPP considerations may factor in product and service evaluations.

**A.7 PRICING:**

All prices quoted shall be firm and fixed for the initial 12 months of the agreement. Vendor will be able to ask for pricing updates by November 15<sup>th</sup> of each year.

Pricing updates must be based upon documented manufacturer's price increases and must be verifiable (e.g., letter from the manufacturer(s), market indexes, and etcetera.)

The vendor must provide a complete template that includes both items with price changes as well as items where changes are not requested. Items with price increases must be clearly identified.

Price per award (including delivery) **\$83.00/each**

Guaranteed delivery time After Receipt of Order: **10 Days**