

Master Purchase Order

DO NOT INVOICE TO THIS ADDRESS		Workday™ Supplier Contract No.	SC-00008463		
City & County of Denver		Date:	September 26, 2023	Revision No.	
Purchasing Division		Payment Terms		Resolution (as applicable):	
201 West Colfax Avenue, Dept. 304		Freight Terms	FOB DESTINATION		
Denver, CO 80202		Ship Via	Supplier Carrier		
United States		Analyst:	Ruth Bruski		
Phone: 720-913-8100 Fax: 720-913-8101		Email:	ruth.bruski@denvergov.org		

Workday SUP-00016760 Phone: 303-486-8500
Supplier ID:

Email: alam@oakwoodhomesco.com

Clayton Properties Group, Inc. dba Solutions Builders
5000 Clayton Road
Maryville, TN 37804
Attn: Audrey Lam
Colorado Secretary of State ID: 20231969231
U.S. Federal SAM Registry Verification Date: 09/26/2023

Ship To: As Specified By Agency

Bill To: As Specified By Agency

1. Goods/Services:

Clayton Properties Group dba Solutions Builder, a Tennessee 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 Master Purchase Order for purposes of such Order only.

3. Pricing:

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

4. Term/Renewal:

The term of this Master Purchase Order shall be from date of City signature to and including 08/31/2024. The City and the vendor may mutually agree to renew and continue this MPO for additional periods at the same pricing structure, terms, and conditions. However, the MPO shall not surpass a total of five (5) years.

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.

In order to facilitate efficient delivery of MSUs to the City, representatives of Vendor and the City agree to meet during the construction process to plan for the delivery and installation of the MSUs. Vendor and the City agree to meet at least twice after award of the Bid to Vendor to review and make decisions regarding logistical and operational topics that include, but are not limited to: locations; formal location facility logistics for the City (e.g. residential and operational legal requirements, community engagement and approval processes, site access, visual map or depiction of location plan, etc.); Vendor delivery and installation logistics (e.g. permits, licenses, staging operations, need for stairs or landings, etc.); communication regarding delivery dates and time allotted for installation; and review of expected term for MSUs to stay at each location and logistics for removal and/or relocation of the MSUs over time.

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 six million dollars (\$6,000,000). The Vendor acknowledges that any goods/services provided beyond those specifically described in **Exhibit A** are performed at Vendor's risk and without authorization from the City. City's payment obligations hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Master Purchase Order, encumbered by the City after receipt of Vendor's invoice and paid into the Treasury of City. Vendor acknowledges that: (i) City does not by this Master Purchase Order, irrevocably pledge present cash reserves for payments in future fiscal years; and (ii) this Master Purchase Order is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City. City may setoff against any payments due to Vendor any claims and/or credits it may have against Vendor under this Master Purchase Order.

11. Amendments/Changes:

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

12. Warranty:

Vendor warrants and guarantees to City that all goods furnished under this Purchase Order are free from defects in workmanship and materials, are merchantable, and fit for the purposes for which they are to be used. For any goods furnished under this Master Purchase Order which become defective within twelve (12) months (unless otherwise specified) after date of receipt by City, Vendor shall either, at City's election and to City's satisfaction, remedy any and all defects or replace the defective goods at no expense to City within seven (7) days of receipt of the defective goods or accept the defective goods for full credit and payment of any return shipping charges. Vendor shall be fully responsible for any and all warranty work, regardless of third-party warranty coverage. Vendor shall furnish additional or replacement parts at the same prices, conditions and specifications delineated herein.

13. Indemnification/Limitation of Liability:

Vendor shall indemnify and hold harmless City (including but not limited to its employees, elected and appointed officials, agents and representatives) against any and all losses (including without limitation, loss of use and costs of cover), liability, damage, claims, demands, actions and/or proceedings and all costs and expenses connected therewith

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

14. Termination:

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

15. Interference:

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

16. Venue, Choice of Law and Disputes:

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

17. Assignment/No Third Party Beneficiary:

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

18. Notice:

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

19. Compliance With Laws:

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

20. Insurance:

Vendor agrees to secure, at or before the time of execution of this Master Purchase Order, the following insurance covering all operations, goods or services provided pursuant to this Master Purchase Order. Vendor shall keep the required insurance coverage in force at all times during the term of the Master Purchase Order, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Master Purchase Order. Such notice shall reference the Master Purchase Order listed on the signature page of this Master Purchase Order. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Vendor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's Master Purchase Order. Vendor shall be responsible for the payment of any deductible or self-

insured retention. The insurance coverages specified in this Master Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of the Vendor. The Vendor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Master Purchase Order.

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

21. Severability:

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

22. Survival:

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

23. No Construction Against Drafting Party:

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

24. Status of Vendor/Ownership of Work Product:

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

25. Examination of Records and Audits:

Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Vendor's performance pursuant to this Master Purchase Order, provision of any goods or services to the City, and any other transactions related to this Master Purchase Order. Vendor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the

latter of three (3) years after the final payment under the Master Purchase Order or expiration of the applicable statute of limitations. When conducting an audit of this Master Purchase Order, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Vendor to make disclosures in violation of state or federal privacy laws. Vendor shall at all times comply with D.R.M.C. 20-276.

26. Remedies/Waiver:

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

27. No Discrimination in Employment:

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

28. Use, Possession or Sale of Alcohol or Drugs:

Vendor shall cooperate and comply with the provisions of Executive Order 94. Violation may result in City terminating this Master Purchase Order or barring Vendor from City facilities or from participating in City operations.

29. Conflict of Interest:

No employee of City shall have any personal or beneficial interest in the goods/services described in this Master Purchase Order; and Vendor shall not hire or contract for services any employee or officer of City which would be in violation of City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

30. Advertising and Public Disclosure:

The Vendor shall not include any reference to the Master Purchase Order or to services performed or goods purchased pursuant to the Master Purchase Order in any of the Vendor's advertising or public relations materials without first obtaining the written approval of the Director of Purchasing.

31. 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 licenses 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. 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.

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

This Master Purchase Order is acknowledged and agreed to by:

City & County of Denver, Purchasing Division

Vendor Name: Clayton Properties Group, Inc. dba Solutions Builders

By: (Company Name)
DocuSigned by:
Audrey Lam
(Authorized Signature)

By: Ruth Bruski

Print Name: Audrey Lam

Print Name: Ruth Bruski

Title: Assistant Secretary

Title: Purchasing Manager

Date: 09/27/2023

Date: 9/27/23

Procurement Manager:

EXHIBIT "A"

Supplier: Clayton Properties Group, Inc. dba Solutions
Builders

Solicitation/ Award Title: Manufactured Sleeping Units

Solicitation No. /Internal File Reference Location: 29506

It is recommended that you use your Supplier Contract Number SC-00008463 in all future correspondence and/or other communications.

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

The City and County of Denver, Prefabricated Modular Sleeping units

Typical Approximate Building Sizes

Sleeping unit (Type A) = Minimum floor area of 70 sq ft, with no dimension less than 7-feet, and a ceiling height of 7'-6" minimum. (DBC 429)

Sleeping unit (Type B) = +/-120 square foot (Needs to meet ADA with a 67" diameter turning radius)

20% of the units shall be designed to be Type B accessible units in accordance with 2021 IBC Chapter 11 and ICC A117.1-2017

Typical Building Requirements

Sleeping unit (Type A) – single occupancy sleeping unit shall have the following:

- Resilient flooring
- Exterior wall fire resistance rating (DBC 429 & R302.1)
 - 1-hour (ASTM E119/UL 263) exterior wall rating
 - 1-hour (ASTM E119/UL 263) interior wall rating (as applicable for aggregate/combined sleeping units on a common chassis/frame)
- Openings shall be on the front and back of the unit only, no openings shall be located on the side walls of the units.
- Windows must be operable windows with tempered glazing.
- Each unit shall be provided with a hard-wired UL 217 compliant smoke alarm. Alarms in sleeping units that are assembled side-to-side or back-to-back on a common frame/structure shall be interconnected.
- Electrical design per 2023 National Electric Code (electrical engineer needed to provide the required electrical design). Design to include lights, switches, outlets, air conditioning (AC), heater, etc. If provided by building (sleeping unit) manufacturer, show electrical panel, and disconnect, individual feeders to each unit, grounding, connection to grid source. Each detached building needs its own disconnect. Note any electrical components not provided by unit manufacturer.
 - Each unit must be provided with a window AC unit that plugs into a typical 110 volt receptacle on a dedicated circuit
 - Each unit must be provided with an electric heat source capable of maintaining 70° F (measured 3-feet above the floor) when outside temperature is -5° F (Residential Health 2-207 B 1) - the heater must be on a dedicated circuit breaker
 - ⊖ AFCI / GFCI Dual Function Breakers, 2 tamper resistant receptacles on wall opposite of the entry door
 - Locate AC unit & Heater unit on wall opposite of the entry door
 - Electrical panel should be placed on the rear wall

- 36” door with 32” clear opening width and 80” clear opening height
- Floor/wall/ ceiling cavity insulation required as follows depending on the cavity size used
 - R-15 if using a 2x4 cavity
 - R-21 if using a 2x6 cavity
 - R-30 if using a 2x8 cavity
- Structural Requirements (DBC 1608 & 1609)
 - Basic Design Wind Speed of 115-140 mph, resulting in Wind Load = 20 psf for building, components, and anchorage (sliding, uplift)
 - Snow load = 25 psf (roof)
 - Anchorage of the structure to resist sliding and uplift loads is required based on wind loads for the respective sites
 - Must be designed with an attachment system to either a temporary or permanent foundation to transfer sliding and uplift loads – intent is to place the structure on an asphalt or concrete slab
- Provide a mechanism or attachment to lift the manufactured sleeping unit off a tractor trailer (high capacity/heavy duty forklift truck) or lift with a crane
- Unit signage is not required (Intent is to have a 6”x9” rectangular room ID ADA compliant sign that is weather resistant installed by owner)
- Doors and Hardware
 - Entry Door Types
 - Residential grade insulated entry door is the basis of design
 - Wood or Metal door
 - 1-3/4” thick, typical
 - No window lite
 - Door to open outward
 - Door Frames
 - Wood
 - 4-3/4” wide, typical
 - Header to meet structural requirements
 - Hinges
 - 3 metal hinges min.
 - Locks
 - Meets ADA requirements including installation heights
 - Mechanical cipher combination lock with 5 number keypad
 - Hardware Specs:
 - Meets ADA requirements
 - Other
 - Provide weather strip on all door edges
- Switches (residential grade)
- Lights (Exterior)
 - LED, controlled by photocell, with option to turn off the light at individual units
- Lights (Interior)
 - LED light fixture
- Wall Finishes – Exterior
 - Fenestration & materials per designers' discretion (must meet fire rating criteria)
- Wall Finishes – Interior

- (FRP) Fiberglass reinforced panels for walls with ½" minimum gypsum board behind
- (FRP) Fiberglass reinforced panels for ceiling with ½" minimum gypsum board behind
- Roof System
 - Style – Shed or gable with a min 3/12 pitch or combination of roof styles
 - Framing – wood/metal rafter or pre-engineered wood/metal trusses
 - Ceiling – Fiberglass Reinforced Panels
 - Underlayment
 - Asphalt felt
 - Sheathing per shingle manufacturer's specifications
 - Fascia and closed soffit board as needed
 - Roof shingles shall be ASTM D226 Type II
- Add alternate 1: Provide pricing for one bed platform capable of accommodating up to 400 pounds sized for a one twin mattress
- Add alternate 2: Provide pricing for ¾" plywood loft extending 24" total width for storage
- Add alternate3: Providing pricing for the units to meet the Denver Building Code residential energy code

Sleeping unit (Type B) – single occupancy sleeping unit shall have the following in addition to meeting all of the requirements for the Type A unit above:

- 67" diameter turning radius to meet a motorized wheelchair requirement
- Each unit shall be provided with a hard-wired UL 217 compliant smoke alarm with audible and visual alarm in each unit. Alarms in sleeping units that are assembled side-to-side or back-to-back on a common frame/structure shall be interconnected.
- Operable window with operable parts from 15" min. to 48" max. above finished floor
- Any operable parts of the unit must meet ADA compliance for height, operating mechanism, and force. Including, but not limited to, door hardware, window hardware, light switches, AC/heating switches, and electrical outlets
- Operable Window on the hinged side of the door where applicable
- Add alternate 4: Provide pricing for one bed platform capable of accommodating up to 400 pounds sized for one twin mattress that meets ADA height requirements

A. Number of Units

The City & County of Denver seeks to procure approximately 300 sleeping units. These estimates will change depending on the final length of the agreement. Quantity of items may vary considerably due to conditions over which the City has no control.

B. Delivery of Units

Manufacturer will be expected to deliver units to multiple sites within the City and County of Denver. Provide costs as follows.

- Manufacturer delivers units to various sites, and a contractor hired by the City and County of Denver will lift the sleeping units off of the truck and place them on site.
- Add Alternate 5: Manufacturer delivers units to various sites, and the manufacturer lifts the sleeping unit off the truck and places them at their final destination at each site.

C. Schedule for Design and Construction

Provide a schedule for the design of the units (if not State of Colorado approved) and when drawings will be provided to the City and County of Denver for review, and how long once approval is received it will take to manufacturer the units. Provide an expected timeframe for unit construction in increments of 10.

D. Inspection Requirements

CPD must conduct inspections at the following stages of the construction on a to be determined number of each type, not less than 10, being constructed to confirm requirements of the approved plans are met with unit construction.

Required City Inspections

	Premanufactured Nothing "inside" walls	Premanufactured or Site Built Elements within wall, floor, ceiling
At the Factory	N	Y *
Base, Chassis, Anchorage Element	N	Y *
Bolt Torque or Welds by Special	N	Y *
Anchorage on Site	Y	Y
Sitework and in-ground utilities	Y	Y
Water/Sewer (DOTI)	Y	Y
Site Electrical	Y	Y
Temp Meter	Y	Y
Rough Frame	N	Y
Rough Electrical	N	Y
Rough Mechanical (if needed)	N	Y
Rough Plumbing (if needed)	N	Y
Site Landings, Decks, Stairs, Handrails	Y	Y
Exterior Wall & Roof Sheathing	N	Y
Interior wall sheathing/drywall	N	Y
Fire Resistive Wall Assembly	N	Y
Final - Electrical	N	Y
Final - Mechanical	N	Y
Final - Plumbing	N	Y
Final - DFD	Y	Y
Final - SUDP/DOTI	Y	Y
Final - Health	Y	Y
Final - Building/Zoning	Y	Y
TCO	Y	Y
Others		
Xcel (Transformer, Meters)	Y	Y
Denver Water (Tap)	Y	Y

* "Y*" is non-City special inspector or structural engineer

E. Meetings with the City and Design Drawing Requirements

Provides biweekly data reports as requested to ensure compliance with targets, goals, and performance objectives by the 15th of every month.

If the buildings do not have State of Colorado approval, the manufacturer and design professionals preparing the drawings will be required to provide the following.

- 50% design completed package review meeting – 50% plans to be provided a minimum of one week prior to the meeting for the City to conduct an initial review of the specifications unless Path 1 is followed. Provide any updates to the initial cost estimates that were included in the bid based on the 50% design.
- 100% design completed package review meeting – plans shall be provided a minimum of one week prior to the meeting for the s meeting for the City to conduct a full plan review to determine if drawings can be permitted.

Appendix: Minimum Building & Fire Requirements for New Shelter Products Sleeping Units (in a structure) - Joint Memo for CPD & DFD dated August 2, 2023. Please be advised that the minimum requirements have been included above, and many of the other items in the memo relate to how the sleeping units will be placed on a specific site.

VENDOR PERFORMANCE MANAGEMENT:

The Purchasing Department may administer a vendor performance management program as part this Master Purchase Order. 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 purchased goods and/or related services. Supplier may also be required to provide additional specific reporting/data as required.

All prices quoted must be quoted at a firm price F.O.B. Denver, Colorado, delivered to various locations within the City and County of Denver. If the location is outside the City and County of Denver boundaries, the agency must approve freight/shipping charges prior to a quote being issued.

DELIVERY CONSIDERATIONS:

All deliveries shall be made between the hours of 8:00 AM and 2:00 PM local time, Monday through Friday, excluding holidays unless otherwise agreed upon by the agency and supplier.

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All deliveries shall be made between the hours of 8:00 AM and 2:00 PM local time, Monday through Friday, excluding holidays unless otherwise agreed upon by the agency and supplier.

WARRANTY GUARANTEE:

Vendor shall be fully responsible for any and all warranty work, regardless of whether or not manufacturers of equipment, and/or its component parts, provide the actual warranty coverage. In addition, vendor shall have or establish a single, local source that will accomplish or coordinate any necessary warranty work. Vendor shall respond to requests for warranty assistance within twenty-four (24) hours.

WARRANTY:

Specify the vendor or dealership where warranty work will be done:

Vendor: Precision Building Systems (PBS)

Address: 445 W 53rd PI

City, State and Zip Code: Denver, CO 80216

LIQUIDATED DAMAGES:

If the vendor fails to deliver the supplies or perform the services within the time specified in their contract, or any extension thereof, the actual damages to the City for the delay may be difficult or impossible to determine. Therefore, in lieu of actual damages, the vendor shall pay to the City as fixed, agreed, and liquidated damages for each calendar day of delay, the amount of one-thousand dollars (\$1,000.00). The City may terminate this contract in whole or in part as provided in the "Default" provision. In that event, the vendor shall be liable for such liquidated damages accruing until such time as the City may reasonably obtain delivery or performance of similar supplies and services. The vendor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the vendor.

PALLET CHARGE:

All pallets supplied shall be non-returnable, no deposit.

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 solicitation 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.

Vendor(s) must contract directly with any interested governmental agency concerning the matters within this IFB.

Supplier Name: Solution Builders: an Oakwood Homes Company

Item #1	Description	Total price delivered per unit	Model Number	Price to deliver units as soon as possible	Number of units delivered by 12/15/2023	Number of units delivered by 01/15/2024	Number of units delivered by 02/15/2024
Sleeping unit (Type A)	Minimum floor area of 70 sq ft, with no dimension less than 7-feet, and a ceiling height of 7'-6" minimum. (DBC 429). See Scope of Work.	\$15,700	Type A Single (Detached)	Delivery Date: Dec 15, 2023 Price: \$15,700 Number of units: 55	55	55	55
Lead time from receipt of Purchase Order to delivery:	45 days	Units are delivered weekly as produced, estimated 9/week (last batch delivered no later than 45 days)					
Warranty:	1 year						

Item #2	Description	Total price delivered per unit	Model Number	Price to deliver units as soon as possible	Number of units delivered by 12/15/2023	Number of units delivered by 01/15/2024	Number of units delivered by 02/15/2024
Sleeping unit (Type B)	Single occupancy sleeping unit shall have the following in addition to meeting all of the requirements for the Type A unit above. See Scope of Work.	\$16,600	Type B	Delivery Date: Dec 15, 2023 Price: \$16,600 Number of units: 20	20	20	20
Lead time from receipt of Purchase Order to delivery:	45 days	Units are delivered weekly as produced, estimated 4/week (last batch delivered no later than 45 days)					
Warranty:	1 year						

Item #3	Description	Total price per unit
Add Alternate 1	Provide pricing for one bed platform capable of accommodating up to 400 pounds sized for one twin mattress	Bed Platform Included in Base Price (Built-In with Framing)
Lead time from receipt of Purchase Order to delivery:	NA	
Warranty:	NA	

Item #4	Description	Total price per unit (Type A)	Total Price per unit (Type B)
Add Alternate 2	Provide pricing for 3/4" plywood loft extending 24" total width for storage	NA	NA
Lead time from receipt of Purchase Order to delivery:	NA		

Item #5	Description	Total price per unit (Type A)	Total Price per unit (Type B)
Add Alternate 3	Providing pricing for the units to meet the Denver Building Code residential energy code	NA	NA

Item #6	Description	Total price per unit (Type B)
Add Alternate 4	Provide pricing for one bed platform capable of accommodating up to 400 pounds sized for one twin mattress that meets ADA height requirements	Bed Platform Included in Base Price (Built-In with Framing)
Lead time from receipt of Purchase Order to delivery:	NA	
Warranty:	NA	

Item #7	Description	Total price per unit (Type A)	Total Price per unit (Type B)
Add Alternate 5	Provide pricing for Manufacturer delivers units to various sites, and the manufacturer lifts the sleeping unit off the truck and places them at their final destination at each site	\$1,850	\$1,300

Item #8	Description	Total price for unit Type A	Total Price for unit Type B
Path 2 - Design preparation	Provide pricing for following path 2 and preparing constructing drawings for the units for review and approval by the City of Denver	NA	NA
Lead time from receipt of Purchase Order to delivery:	NA		

Designs are submitted before Sep 15 to be eligible for Path 1.

Price List - Additional Alternatives

Supplier Name: Solution Builders: an Oakwood Homes Company

Item #9	Description	Total price delivered per unit	Model Number	Price to deliver units as soon as possible	Number of units delivered by 12/15/2023	Number of units delivered by 01/15/2024	Number of units delivered by 02/15/2024
Sleeping unit (Type A 5-Pack)	Minimum floor area of 70 sq ft. with no dimension less than 7-feet, and a ceiling height of 7'-6" minimum. (DBC 429). See Scope of Work.	\$14,700	Type A (Attached)	Delivery Date: Dec 15, 2023 Price: \$14,700 Number of units: 25	25 (indiv. units)	25 (indiv. units)	25 (indiv. units)
Lead time from receipt of Purchase Order to delivery:	45 days	Units are delivered weekly as produced, estimated 5/week (last batch delivered no later than 45 days)					
Warranty:	1 year						

Item #10	Description	Total price per unit (Type A - Attached)
Add Alternate 5 (Delivery of Type A 5-pack)	Provide pricing for Manufacturer delivers units to various sites, and the manufacturer lifts the sleeping unit off the truck and places them at their final destination at each site	\$1,050

Item #11	Description	Total price for unit Type A - Detached	Total price for unit Type A - Attached	Total price for unit Type B
Deck and Railing	Pricing for deck and handrails	\$750	\$750	\$500

Item #12	Description	Total price for unit Type B
Ramp & Railing	Pricing for ADA ramp and handrails	\$1,500

Item #13	Description	Total price for unit Type A - Detached	Total price for unit Type A - Attached	Total price for unit Type B
Trauma Informed Design	Adding cedar board to an interior wall to provide a sense of comfort and spatially pleasing design	\$1,500	\$1,500	\$1,500

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11. CONSOLIDATED PRICE LIST

The table below summarizes the base price for the 3 types of sleeping units as well as all the included features. This table also indicates the full package price after including deck, ramp, railing, and the cost for delivery and installation by the vendor.

	Type A Detached	Type A Attached	Type B
Sleeping Units			
Base Price	\$ 15,700	\$ 14,700	\$ 16,600
Standard Features			
Built-in Table	<i>Included</i>	<i>Included</i>	<i>Included</i>
Built-in Bed Platform	<i>Included</i>	<i>Included</i>	<i>Included</i>
Built-in Rod and Shelve	<i>Included</i>	<i>Included</i>	<i>Included</i>
AC	<i>Included</i>	<i>Included</i>	<i>Included</i>
Baseboard Heater	<i>Included</i>	<i>Included</i>	<i>Included</i>
Interior and Exterior Disk Lights	<i>Included</i>	<i>Included</i>	<i>Included</i>
Gutter and Downspouts	<i>Included</i>	<i>Included</i>	<i>Included</i>
Add-ons			
Deck and Railing	\$ 750	\$ 750	\$ 500
Ramp and Railing	NA	NA	\$ 1,500
Delivery and Set	\$ 1,850	\$ 1,050	\$ 1,300
Standard Features + Add-ons			
Full Package Price	\$ 18,300	\$ 16,500	\$ 19,900

The prices above reflect the most cost-efficient design for the sleeping cottages given the short span of time since publication of the bid. However, we appreciate the principles of Trauma-Informed Design that have been incorporated into various forms of shelters for the unhoused population of Denver in many of the projects within the city. We are aware that a critical component of TID is direct input from end users and that there is no check list to follow when embracing the nuanced nature of TID. We also acknowledge that the community building itself and the services provided play an integral role in the TID framework. Therefore, to be mindful of the TID framework, Item #13 in our pricing sheet includes 80 sq ft of cedar board to incorporate on the inside of the cottages as an example of a spatial feature that would aim to provide a sense of comfort that is aesthetically pleasing and creates a sense of "home" for the inhabitant. Our estimate for the additional price for a trauma informed design is \$1,500 per unit type which is not included in the full package pricing in the table above.

	Type A Detached	Type A Attached	Type B
Trauma Informed Design			
Cedar board interior wall	\$ 1,500	\$ 1,500	\$ 1,500