ORDINANCE/RESOLUTION REQUEST

Please email requests to Stacie Loucks at stacie.loucks@denvergov.org by NOON on Monday.

All fields must be completed.
Incomplete request forms will be returned to sender which may cause a delay in processing.

					Date of Request: 6-1-12	
Ple	ease mark one:	x Bill Request	or	Resolut	tion Request	
1.	Has your agency	submitted this request in th	e last 12 montl	ns?	•	
	☐ Yes	x□ No				
	If yes, please	explain:				
2.	Title: (Include a c - that clearly indic supplemental requ	ates the type of request: gran	tion – please ind t acceptance, co	clude <u>name of co</u> ontract execution	ompany or contractor and contract control num n, amendment, municipal code change,	<u>ber</u>
	Purchase order 31 Police Veh		Planned Fleet F	Replacement Veh	nicles on Purchase Order PWOPS000006154 fo	r
3.	Requesting Agence	ey: Public Works		٠.		
4.	Name: JohnPhone: 720 9		oposed ordinar	ce/resolution.)		
5.		or first and second reading, if y Kuhn		ce/resolution <u>who</u>	o will present the item at Mayor-Council and w	<u>ho</u>
6.	General description	on of proposed ordinance in	cluding contra	act scope of worl	k if applicable:	
	**Please complete enter N/A for that f		plete fields may	result in a delay	y in processing. If a field is not applicable, plea	ise
	a. Contract	Control Number: N/A	•		· · · · · · · · · · · · · · · · · · ·	
	b. Duration:	: N/A				
	c. Location:					
		Council District: All				
	e. Benefits:	Vehicles will replace agin	g Police units			
	f. Costs: 9	45,928.00				
7.	Is there any contre	oversy surrounding this ord	linance? (Grou	ps or individuals	s who may have concerns about it?) Please	
	No					
	140					
		To be con	mpleted by May	vor's Legislative	Team:	
SIR	E Tracking Number	:		Date	te Entered:	

DO NOT INVOICE TO THIS ADDRESS City and County of Denver

Purchasing Division 201 West Colfax Avenue Dept 304 Denver CO 80202

United States

Phone: 720-913-8100 Fax: 720-913-8101

LAKEWOOD FORDLAND INC 11595 W 6TH AV LAKEWOOD CO 80215



		Dispatch	via Print
Purchase Order	Date	Revision	Page
PWOPS-00000061	54 05/08/2012		1 of 6
Payment Terms	Freight Terms		Ship Via
Net30	DESTINATION		Common
Buyer	Phone		Origin
Romero, Michael	l P Pur 720 913 8	122	REG

Vendor:

0000000263

United States

Phone: 303/232-2200 Fax: 303/237-3678

Ship To: DPD Garage 5440 Roslyn Street Building A Denver CO 80216 **United States**

Accounts Payable

Bill To:

900.00

1.00 SET

Schedule Total

900.00 08/17/2012

900.00

201 West Colfax Ave Dept 908

720/913-8811 Denver CO 80202 **United States**

Tax Exempt? Y Tax Exempt ID: 98-02890-000 Mfg JD **Quantity UOM** PO Price Extended Amt Due Date Line-Sch Vendor Part #/Description 1- 1 2013 Ford Police Interceptor AWD 2.00EA 27,602.00 55,204.00 08/17/2012 Sedan-Stealth Schedule Total 55,204.00 Current Manufacture Year Ford Police Interceptor AWD Sedan-Flex Fuel Capable Manufacture per Exhibit 'A' Base Vehicle: \$30,815 Option Additions: \$12 Option Deductions: \$ <-3,225> Net Complete Vehicle Price: \$27,602 Standard Factory Warranties Apply Item Total Reg ID: 0000054058 55,204.00 2013 Ford Police Interceptor AWD 31.00EA 28,704.00 889,824.00 08/17/2012 Sedan- Marked **Schedule Total** 889,824.00 Current Manufacture Year Ford Police Interceptor AWD Sedan-Flex Fuel Capable Manufacture per Exhibit 'B' Base Vehicle: \$30,815 Option Additions: \$1,162 Option Deductions: \$ <-3,273 > Net Complete Vehicle Price: \$28,704 Standard Factory Warranties Apply Req ID: 0000054058 Item Total 889,824.00

CD-ROM Service Manuals: \$380 (\$190 X 2) Vacuum and Wiring Manuals: \$140 (\$70 X 2) Parts Manuals DVD: \$380 (\$190 X 2)

Service Manuals

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Purchasing Division 201 West Colfax Avenue Dept 304 Denver CO 80202

United States

Phone: 720-913-8100 Fax: 720-913-8101



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Vendor:

0000000263

Phone: 303/232-2200 Fax: 303/237-3678

Ship To: DPD Garage 5440 Roslyn Street Building A Denver CO 80216 **United States**

United States

LAKEWOOD FORDLAND INC 11595 W 6TH AV LAKEWOOD CO 80215 **United States**

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

Tax Exempt? Y Tax Exempt ID:	98-02890-000			
ine-Sch Vendor Part #/Description	Mfg ID	Quantity UOM	PO Price	Extended Amt Due Date

Item Total

900.00

Reference numbers 12-117 through 12-149

These Vehicles are being purchased pursuant to DRMC 20-64.5. The terms and conditions herein supersede and replace all terms and conditions of state of Colorado Price Agreement #07000YYY21M. Coordinate build with: Steve Helm 720-865-3882

Dealer Contact: Don Stafford, Fleet Manager LAKEWOOD FORDLAND, INC. 11595 W. 6th Avenue Lakewood, CO 80215 (303) 991 - 4112 [Direct] (303) 521 - 3333 [Cell] (303) 991 - 4135 [FAX] (800) 510 - 3673 [Toll Free] DStafford@lakewoodford.com

Title to Read: Denver County of, 201 West Colfax Avenue Dept 304, Denver, CO 80202 Documents to be provided upon delivery: Application for Title, State of Colorado **Odometer Statement**

City Use Origin Funds: 842000 11804 5053400 Z0000 Z0000

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

Total PO Amount

945,928.00

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

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

DO NOT INVOICE TO THIS ADDRESS City and County of Denver Purchasing Division 201 West Colfax Avenue Dept 304 Denver CO 80202 United States Phone: 720-913-8100 Fax: 720-913-8101



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Buyer	Phone		Origin		
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Vendor:

0000000263

United States

LAKEWOOD FORDLAND INC 11595 W 6TH AV LAKEWOOD CO 80215

Phone: 303/232-2200 Fax: 303/237-3678

Ship To: DPD Garage 5440 Roslyn Street Building A Denver CO 80216 United States

Bill To: Accounts Payable 201 West Colfax Ave Dept 908 720/913-8811

Denver CO 80202 United States

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Tax Exempt? Y	Tax Exempt ID:	98-02890-000				_
Line-Sch Vendor Pa		Mfg ID	Quantity UOM	PO Price	Extended Amt Due Date	

DO NOT INVOICE TO THIS ADDRESS City and County of Denver

Purchasing Division 201 West Colfax Avenue Dept 304 Denver CO 80202 **United States**



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Payment Terms	Freight Terms		Ship Via		
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Buyer	Phone		Origin		
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Ship To: **DPD** Garage 5440 Roslyn Street Building A Denver CO 80216 **United States**

Bill To: Accounts Payable 201 West Colfax Ave Dept 908

720/913-8811 Denver CO 80202 United States

Phone: 720-913-8100 Fax: 720-913-8101 Vendor: 0000000263 Phone: 303/232-2200 Fax: 303/237-3678

LAKEWOOD FORDLAND INC 11595 W 6TH AV LAKEWOOD CO 80215 United States

Tax Exempt ID: 98-02890-000 Tax Exempt? Y Line-Sch Vendor Part #/Description

Mfg ID

Quantity UOM

PO Price

Extended Amt Due Date

GENERAL CONDITIONS OF PURCHASE:
1. Non-Exclusive: This Purchase Order is non-exclusive. City does not guarantee any minimum purchase other than as provided herein

- 2. Inspection and Acceptance: Vendor's shall perform all services in accordance with the standard of care exercised by highly competent vendors who perform like or similar services. City may inspect all goods/services prior to acceptance. Payment does not constitute acceptance. Vendor shall bear the cost of any inspection/testing that reveal goods/services that are defective or do not meet specifications. City's failure to accept or reject goods/services shall not refleve 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 shall not refleve Vendor from its responsibility for such goods/services 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; 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.
- authorization from City, and any such replacement shall be on the same terms and conditions contained in this Purchase Order.

 3. Shipping, Taxes and Other Credits and Charges: Vendor shall procure all permits and licenses; pay all charges, taxes and give all notices necessary and incidental to the fulfillment of this Purchase Order and all cost thereof have been included in the prices contained herein. City shall not be liable for the payment of taxes, late charges or 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 84-0800580 and its State Registration No. is 98-02890. All pricing is F.O.B. described so therwise specified. Shipments must be marked with Vendor's name, the Purchase Order number, and contain a delivery or packing sip. Vendor shall not impose any charges for boxing, craling, 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 be responsible for the cleanup and reporting of any contamination (environmental or otherwise) or spillage resulting from the delivery and/or unloading of goods within twenty-four (24) hours of the contamination or spillage or sooner if required by law. Vendor shall pay all sales and use taxes levied by City on any tangible personal property built into the goods/services and provide a copy of the Certificate of Exemption from the State of Colorado Department of Revenue prior to the purchase of any materials to be built into the goods/services and provide a copy of the Certificate to City prior to final payment.
- 4. Risk of Loss: Vendor shall bear the risk of loss, injury or destruction of goods prior to delivery to City. Loss, injury or destruction shall not release Vendor from any
- 4. Nak or Loss, injury or destruction stall bear the risk or loss, injury or destruction or goods prior to delivery to only. Loss, injury or destruction shall not release verificit from any obligation hereunder.

 5. Invoice: Each invoice shall include: (i) the purchase order number; (ii) individual itemization of the goods/services; (iii) per unit price, extended and totaled; (iv) quantity ordered, back ordered and shipped; (v) an invoice number and date; (vi) ordering department's name and "ship to" address; and (vii) agreed upon payment terms set forth herein.

- ordered, back ordered and shipped; (v) an invoice number and date; (vi) ordering department's name and "ship to" address; and (vii) agreed upon payment terms set forth herein.

 6. Payment: Payment shall be subject to City's Prompt Payment Ordinance D.R.M.C. § 20-107, el-seq, after City accepts the goods/services. City's payment obligations hereunder, whether direct or contingent, shall extend only to funds appropriated by the Deriver City Council for the purpose of this Purchase Order, encumbered for the purpose of this Purchase Order, encumbered for the purpose of this Purchase Order is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City. City may set off against any payments in future fiscal years; and (ii) this Purchase Order is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City. City may set off against any payments due to Vendor any daims and/or credits it may have against Vendor under this Purchase Order is expressly prohibited and encumbered for this Purchase Order by a formal written change or amendment that would cause the aggregate payable under this Purchase Order the amount appropriated and encumbered for this Purchase Order is expressly prohibited and of no effect. Vendor shall verify that the amount appropriated and encumbered is sufficient to cover any increase in cost due to changes or amendments. Goods/services provided at Vendor's risk. The Vendor has no authority to bind City on any contractual matters.

 8. Warranty: Vendor warrants and guarantees to City that all goods furnished under this Purchase Order are free from defects in workmanship and materials, are merchantable, and fit for the purposes for which they are to be used. For any goods furnished under this Purchase Order within 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
- of any and an warranty work, regardless of hind party warranty coverage. Ventor shall further an adultion of the party at the same prices, conductors and specifications delineated herein.

 9. 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 results 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 asserted. In no event shall City's aggregate liability exceed the agreed upon cost for those goods/services that have been accepted by City under this Purchase Order up to the Total Purchase Order Amount. Notwithstanding anything contained in this Purchase Order to the contrary, City in no way limits or waives the rights, immunities and protections provided by C.R.S. § 24-10-101, et seq.

 10. Termination: City may terminate this Purchase Order, in whole or in part, at any time and for any reason immediately upon written notice to Vendor. In the event of such a termination of the major terminate this Purchase Order, in whole or in part, at any time and for any reason immediately upon written notice to Vendor. In the event of such a termination by City shall not constitute a waiver of any cl
- 11. Interference: Vendor shall notify the Director of Purchasing immediately of any condition that may interfere with the performance of Vendor's obligations under this Purchase Order and confirm such notification in writing within twenty-four (24) hours. City's failure to respond to any such notice shall in no way act as a waiver of any rights or remedies
- City may possess.

 12. Venue, Choice of Law and Disputes: Venue for all legal actions shall lie in the District Court in and for City and County of Denver, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and Revised Municipal Code, rules, regulations, Executive Orders, and fiscal rules of City. All disputes shall be resolved by administrative hearing, pursuant to the procedure established by D.R.M.C.§ 56-106. Director of Purchasing shall render the final determination.
- 13. Assignment/No Third Party Beneficiary: Vendor shall not assign or subcontract any of its rights or obligations under this Purchase Order without the written consent of City. In the event City permits an assignment or subcontract, Vendor shall continue to be liable under this Purchase Order and any permitted assignee or subcontractor shall be bound by the terms and conditions contained herein. This Purchase Order is intended solely for the benefit of City and Vendor with no third party beneficiaries
- 14. Notice: Notices shall be made by Vendor to the Director of Purchasing and by City to Vendor at the addresses provided herein, in writing sent registered, return receipt
- 14. Notice: Notices shall be made by vertical to the Director of a businessing and by 6.17 to technical states of the country of the Director of a business shall be made by vertical to the Director of a business of the Compliance With Laws: Vendor shall observe and comply with all federal, state, country, city and other laws, codes, ordinances, rules, regulations and executive orders related to its performance under this Purchase Order. City may immediately terminate this Purchase Order, in whole or in part, if Vendor or an employee is convicted, plead noto contendre, or admits culpability to a criminal offense of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature.

 16. Insurance: Vendor shall secure, before delivery of any goods/services, the following insurance covering all operations, goods and services provided to City. Vendor shall keep the required insurance coverage in force at all times during the term of the Purchase Order, or any extension thereof, during any warranty period, and for three (3) years after termination of this Purchase Order. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision stating "Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the issuing

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Purchasing Division 201 West Colfax Avenue Dept 304 Denver CO 80202 United States

Phone: 720-913-8100 Fax: 720-913-8101



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Payment Terms Freig	ht Terms		Ship Via	
Net30 DEST	INATION		Common	
Buyer	Phone		Origin	
Romero, Michael P.	- Pur 720 913 8	122	REG	

Vendor:

0000000263

Phone: 303/232-2200 Fax: 303/237-3678

LAKEWOOD FORDLAND INC 11595 W 6TH AV LAKEWOOD CO 80215 United States

Ship To: **DPD** Garage 5440 Roslyn Street Building A Denver CO 80216 **United States**

Bill To:

Accounts Payable 201 West Colfax Ave Dept 908 720/913-8811 Denver CO 80202

United States

Tax Exempt? Y Tax Exempt ID: 98-02890-000 Line-Sch Vendor Part #/Description

Mfg ID

Quantity UOM

PO Price

Extended Amt Due Date

company shall send written notice to the Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202. Such written notice shall be sent thrity (30) days prior to such cancellation, non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior." Additionally, Vendor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by certified mail, return recipit requested. If any policy is in excess of a deductible or self-insured relention, City must be notified by Vendor. Vendor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of Vendor. Vendor shall provide a copy of this Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of Vendor. Vendor shall provide a copy of this Purchase Order to the Purchase Order and the Purchase Order and the Purchase Order order documents, preferably an ACORD crificate, complies with all insurance requirements of his Purchase Order. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements of his Purchase Order shall not act as a waiver of Vendor's breach of this Purchase Order or any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements. Vendor's insurer shall name as Additional Insured to its Commercial General Liability and Business Auto Liability policies the City and County of Deriver, its elected and appointed officials, employees and volunteers. Vendor's insurer shall waive subrogation rights against the City. All sub-constructors and sub-consultants (including independent contractors, suppliers or other entities providing goods/services

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 to required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

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

18. Survival: All terms and conditions of this Purchase Order which by their nature must survive termination/expiration shall so survive. Without limiting the foregoing, Vendor's insurance, warranty and indemnity obligations shall survive as long as any warranty period.

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

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

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

22. Remedies/Waiver: No remedy specified herein shall limit any other rights and reme

25. Conflict of Interest: No employee of City shall have any personal or beneficial interest in the goods/services described in this Purchase Order; and Vendor shall not hire or contract for services any employee or officer of City which would be in violation of City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.
26. Advertising and Public Disclosure: Vendor shall not reference the goods/services provided hereunder in any of its advertising or public relations materials without first obtaining the written approval of the Manager of General Services.
27. NO EMPLOYMENT OF ILLEGAL ALLENS TO PERFORM WORK UNDER THE AGREEMENT: a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance"). b. The Contractor certifies that: (1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement. (2) It will participate in the E-Verity Program, as defined in § 8 175-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement. (2) It shall not contract with an illegal alien to perform work under the Agreement. (2) It has confirmed the employment eligibility of 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 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 screening of job applicants while performing its obligations under the Agreement, (3) It has confirmed the employment eligibility of the Contractor with a performance of the Agreement in the E-Verity Program requirements related to employment of the Agreement, and the conficuati

DO NOT INVOICE TO THIS ADDRESS City and County of Denver Purchasing Division 201 West Colfax Avenue Dept 304 Denver CO 80202 United States Phone: 720-913-8100 Fax: 720-913-8101



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Buyer		Phone		Origin	
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Vendor: 0000000263 Phone: 303/232-2200 Fax: 303/237-3678

LAKEWOOD FORDLAND INC 11595 W 6TH AV LAKEWOOD CO 80215 United States

Ship To: DPD Garage 5440 Roslyn Street Building A Denver CO 80216 United States

Bill To:

Accounts Payable 201 West Colfax Ave Dept 908 720/913-8811

Denver CO 80202 / **United States**

Tax Exempt? Y Tax Exempt ID: Line-Sch Vendor Part #/Description Tax Exempt ID: 98-02890-000 Mfg ID Quantity UOM PO Price Extended Amt Due Date

Authorized Signature