

Master Purchase Order

DO NOT INVOICE TO THIS ADDRESS		Workday™ Supplier Contract No.	SC-00008073
City & County of Denver		Date:	6/25/2023
Purchasing Division		Revision No.	
201 West Colfax Avenue, Dept. 304		Payment Terms	Net 30
Denver, CO 80202		Freight Terms	FOB DESTINATION
United States		Ship Via	Best Way
Phone: 720-913-8100 Fax: 720-913-8101		Analyst:	Elizabeth Hewes
		Phone:	720-913-8109



Workday Supplier ID: DENVR0000000609 Phone: 303-294-0418

Email: tpyramidprint@cs.com

Parella Printing Company, dba Pyramid Print & Graphic
 2300 West 2nd Ave, Unit A
 Denver, CO 80233
 Attn: Thomas Marquez
 Colorado Secretary of State ID: 19871594412
 U.S. Federal SAM Registry Verification Date: 6/16/2023

Ship To: As Specified By Agency

Bill To: As Specified By Agency

1. Goods/Services:

Parella Printing Company, dba Pyramid Print & Graphic, a Colorado 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 8/31/2025. The City and the vendor may mutually agree to renew and continue this Master Purchase Order for additional one year at the same pricing structure, terms and conditions. However, no renewal shall surpass 8/31/2026.

5. Non-Exclusive:

This Master Purchase Order is non-exclusive. City does not guarantee any minimum purchase other than as provided herein.

6. Inspection and Acceptance:

Vendor shall perform any services in accordance with the standard of care exercised by highly competent vendors who perform like or similar services. City may inspect all goods/services prior to acceptance. Payment does not constitute acceptance. Vendor shall bear the cost of any inspection/testing that reveal goods/services that are defective or do not meet specifications. City's failure to accept or reject goods/services shall not relieve Vendor from its responsibility for such goods/services that are defective or do not meet specifications nor impose liability on City for such goods/services. If any part of the goods/services are not acceptable to City, City may, in addition to any other rights it may have at law or in equity: (1) make a warranty claim; (2) repair and/or replace the goods or substitute other services at Vendor's expense; or reject and return the goods at Vendor's cost and/or reject the services at Vendor's expense for full credit. Any rejected goods/services are not to be replaced without written authorization from City, and any such replacement shall be on the same terms and conditions contained in this Purchase Order.

7. Shipping, Taxes and Other Credits and Charges:

All pricing is F.O.B. destination unless otherwise specified. Shipments must be marked with Vendor's name, the Master Purchase Order number, and contain a delivery or packing slip. Vendor shall not impose any charges for boxing, crating, parcel post, insurance, handling, freight, express or other similar charges or fees. Vendor shall notify City in writing of any price decreases immediately, and City shall receive the benefit thereof on all unshipped items. Vendor shall comply with any additional delivery terms specified herein. Vendor shall be responsible for the cleanup and reporting of any contamination (environmental or otherwise) or spillage resulting from the delivery and/or unloading of goods within twenty-four (24) hours of the contamination or spillage or sooner if required by law. Vendor shall procure all permits and licenses; pay all charges, taxes and fees; and give all notices necessary and incidental to the fulfillment of this Master Purchase Order and all cost thereof have been included in the prices contained herein. City shall not be liable for the payment of taxes, late charges or penalties of any nature, except as required by D.R.M.C. § 20-107, et seq. The

price of all goods/services shall reflect all applicable tax exemptions. City's Federal Registration No. is 84-6000580 and its State Registration No. is 98-02890. Vendor shall pay all sales and use taxes levied by City on any tangible personal property built into the goods/services. Vendor shall obtain a Certificate of Exemption from the State of Colorado Department of Revenue prior to the purchase of any materials to be built into the goods/services and provide a copy of the Certificate to City prior to final payment.

8. Risk of Loss:

Vendor shall bear the risk of loss, injury or destruction of goods prior to delivery to City. Loss, injury or destruction shall not release Vendor from any obligation hereunder.

9. Invoice:

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

10. Payment:

Payment shall be subject to City's Prompt Payment Ordinance D.R.M.C. § 20-107, et-seq., after City accepts the goods/services. Any other provision of this Agreement notwithstanding, in no event shall the City be liable for aggregate payments under this Master Purchase Order in excess of nine hundred, ninety-nine thousand (\$999,000). 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 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. 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.

33. Goods/Services ("Purchasing") SBE Defined Pool

- (a) This Master Purchase Order is subject to Article V of Chapter 28, Denver Revised Municipal Code ("D.R.M.C."), designated as §§ 28-117 to 28-199 D.R.M.C. (the "Goods and Services Ordinance") and any Rules or Regulations promulgated pursuant thereto. In accordance with § 28-142(a), D.R.M.C., the Vendor or Consultant shall self-perform no less than thirty percent (30%) of the total amount of the contract or purchase order with its own forces.
- (b) Under § 28-146, D.R.M.C., the Vendor or Consultant has an ongoing, affirmative obligation to maintain for the duration of this Contract, at a minimum, compliance with the SBE defined selection pool requirements and with its originally achieved level of SBE participation upon which this Master Purchase Order was awarded, unless the City initiates a material modification to the scope of work affecting SBEs performing on this Contract through change order, contract amendment, or as otherwise described in § 28-147, D.R.M.C. The Vendor or Consultant acknowledges that:
 - (1) It must establish and maintain records and submit regular reports, as required, which will allow the City to assess the Vendor's or Consultant's compliance with the defined selection pool requirements and additional SBE participation requirements.
 - (2) Vendor or Consultant shall have a continuing obligation to immediately inform the DSBO in writing of any agreed upon increase or decrease in the scope of work of this Master Purchase Order, upon any of the bases described in § 28-147, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification. Any increase in the scope of services of this Contract, whether by amendment or other modification, which increases the dollar value of the Master Purchase Order, if such change is within the scope of work designated for performance by the Vendor or Consultant or any utilized SBE subcontractor or supplier at the time of award of this Master Purchase Order, shall be contemporaneously submitted to the DSBO.
 - (3) The Vendor or Consultant shall achieve defined selection pool requirements and the minimum utilization requirements regarding the SBE subcontractor or supplier as respects such changed scope of work by performing such work or by retaining additional SBE subcontractor(s) or supplier(s).
 - (4) The Vendor or Consultant shall supply to the DSBO Director documentation required by ordinance with respect to the increased dollar value of this Contract. The Vendor or Consultant shall not, during the term of this Contract:
 - (i) Fail to in fact perform as an SBE to achieve the work scope originally listed at proposal submission in order to achieve defined selection pool requirements; or
 - (ii) Modify or eliminate all or any portion of the scope of work attributable to the SBE subcontractor upon which minimum utilization is based the contract was awarded, unless directed by the City.
 - (iii) Termination or substitution of an SBE subcontractor requires compliance with § 28-147, D.R.M.C.
 - (5) Failure to comply with these provisions may subject the Vendor to sanctions set forth in § 28-150 of the Goods and Services Ordinance.
 - (6) Should any questions arise regarding SBE and DSBO requirements the Vendor should consult the Goods and Services Ordinance, the Vendor may contact the DSBO representative at (720) 913-1999.

This Master Purchase Order is acknowledged and agreed to by:

Vendor Name: Parella Printing Company, dba Pyramid
Print & Graphic
(Company Name)

By: Thomas Marquez
(Authorized Signature)

Print Name: Thomas Marquez

Title: President

Date: 6/27/2023

City & County of Denver, Purchasing Division

By: Elizabeth Hewes

Print Name: Elizabeth Hewes

Title: Senior Procurement Analyst

Date: 6/28/2023

Procurement Manager: bdh

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

EXTENSION / RENEWALS:

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

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

Extension No. 1 _____

The contract made and entered into by your company and the City and County of Denver pursuant to the above referenced Master Purchase Order (MPO) expires on _____.

Should you desire to extend this contract to and including _____, and revise the aggregate amount to \$ _____, please return this page with your signature.

Vendor Name: Parella Printing Company, dba
Pyramid Print & Graphics.
(Company Name)

City & County of Denver, Purchasing Division

By: _____



(Authorized Signature)

By: _____

Print Name: _____



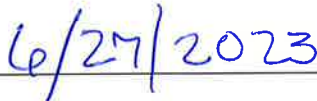
Print Name: _____

Title: _____



Title: _____

Date: _____



Date: _____

Note:

EXHIBIT "A"

Supplier: Parella Printing Company, dba Pyramid Print & Graphic
 Solicitation/ Award Title: City-Wide Printing Only Services
 Solicitation No. /Internal File Reference Location: 10980A – 2023

It is recommended that you use your Supplier Contract No. SC-00008073, in all future correspondence and/or other communications.

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

A.1 SCOPE OF WORK – GENERAL EXPECTATIONS:

Vendor will provide an Account Representative. The Account Representative for this MPO is:

Name: Thomas Marquez

Phone: 303-294-0418

Email: tpyramidprint@cs.com

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

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

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

The City reserves the right to add additional goods and services as the need becomes known.

For this award the City has determined the following items to be Out of Scope:

- Promotional items
- Mailing services
- Any printing that involves confidential and Personal Identification Information

A.2 QUOTES AND ORDERING OF ITEMS:

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

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

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

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

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

A.3 DESIGNS AND PROOFS:

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

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

A.4 SUSTAINABILITY AND ENVIRONMENTAL CONSIDERATIONS:

Paper

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

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

offered to all Agencies if the publication(s) is printed on recycled paper. The Agency will have the option to accept or reject this option.

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

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

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

Printing

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

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

Ink

Bio-based Content:

To the maximum extent practicable, provide water-based or vegetable based lithographic ink, which will reduce the amount of Volatile Organic Compounds (VOC) released into the environment.

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

Heavy Metal Content:

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

Environmental Performance:

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

A.5 ERROR REPLACEMENT RUN REQUIREMENTS:

All vendor's printing jobs are expected to be in compliance with the standards and expectations set forth by the City. If a print job is run by vendor that does not meet the expectations of the City, then vendor will remedy this in a timely manner and to the best of their abilities, at no additional cost to the City. (Example – Vendor runs a

print job, and the artwork is not centered prior to the print run, then the vendor will correct the artwork to the City's satisfaction and re-run the print at a \$0.00 additional cost to the City for the re-run.)

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

A.6 PRODUCT UNDER/OVERRUNS:

Vendor will not only produce a high-quality product, but also be able to produce a print run goal of $\pm 1\%$ under/over.

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

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

A.8 DELIVERY CONSIDERATIONS:

When a date is quoted and set for the delivery of goods by the vendor, the goods must be delivered by the quoted date. Deliveries of goods or the performance of work by the vendor is expected to be completed within the industry defined normal standards and by the date agreed upon by the vendor and the requesting City Agency.

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

A.9 CITY SOFTWARE AND SECURITY:

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

City Data Rights and Ownership

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

A.10 ONLINE ORDERING:

The City would like to have the option to order products online through a vendor website. The website must meet the following criteria:

1. User Experience
 - a. Anonymous browsing capability that allows login-free access to view products
 - b. User-specific product access
 - c. User-friendly interactive product access
 - d. On-screen previews
 - e. Product library

- f. Unique login for each user
- 2. Expanded Products
 - a. Static print on demand and inventory products
 - b. Upload pdf file products
 - c. Ability to setup product templates
 - d. Variable products with unlimited customizable fields
 - e. Ability to have a product template library
 - f. Ability to review and approve proofs.
- 3. Payment Functionality
 - a. Credit card payment ability
 - b. Split payment billing options
 - c. Purchase order validation
- 4. Increased Administrative Capabilities
 - a. Administrative access ability to add, remove, or modify user
 - b. Multiple administrative users
 - c. Approved users can approve/reject orders
 - d. Approval at line item and order levels
 - e. Approved user group for easy access control
 - f. Configurable checkout steps

A.11 INVOICING REQUIREMENTS:

The vendor shall be able to direct bill to each City Agency, with a clear description and contain enough detail to be self-explanatory. The vendor shall provide a statement to be reviewed and approved prior to invoicing. All statements and invoices will be mailed to the City Agency contact person.

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

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

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

A.12 PAYMENT CONDITIONS:

Progress payments are not authorized in this procurement. Payment will be made upon final delivery and acceptance of the supplies or service by the City for each printing job. Vendor may submit invoices to be paid,

but only after that project's goods have had a purchase order issued for them, the goods have been received by the City, passed through a final inspection, and accepted by the City.

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

A.13 REPORTING:

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

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

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

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

A.14 EMERGENCY PURCHASES:

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

A.15 COOPERATIVE PURCHASING:

The City 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 supports such cooperative activities. Further, it is a specific requirement of this proposal or Request for Proposal that pricing offered herein to the City may be offered by the vendor to any other governmental jurisdiction purchasing the same products.

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

A.16 PRICING:

City Agencies will contact vendor for specific pricing, using the Exhibit B: Pricing as a reference.

Pyramid Print & Graphics

PH: 303-294-0418 / FAX: 303-294-0215

tpyramidprint@cs.com

Quote

CENTRAL SERVICES
Attn: ROY LIE
201 WEST COLFAX
DENVER, CO 80202-

June 21, 2023

Estimate: Business Cards # 8265

Phone: 720-913-4600 Fax: 303- -

Description	Qty	Total
Item # 1		
Business Cards-250 / 4 OVER 0	250	
COUGAR 100# COVER 30%PCW / WHITE		
8.5 x 11 1S to 2S, Uncollate		30.00
@ \$12.00 /100		
		<hr/>
	\$	30.00

Quantity Discount Table						
Quantity	Total		Price			Save
1	0.00	@ \$	0.00	per 100		0.00/C
1	0.00	@ \$	0.00	per 100		0.00/C
750	88.80	@ \$	11.84	per 100		-11.84/C
1000	120.00	@ \$	12.00	per 100		-12.00/C
1250	148.80	@ \$	11.90	per 100		-11.90/C
1500	180.00	@ \$	12.00	per 100		-12.00/C

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Quote

CENTRAL SERVICES
Attn: ROY LIE
201 WEST COLFAX
DENVER, CO 80202-

June 21, 2023

Estimate: Business Cards # 8265

Phone: 720-913-4600 Fax: 303- -

Description	Qty	Total
Item # 2		
Business Cards-250 / 4 OVER 1	250	
COUGAR 100# COVER 30%PCW / WHITE		
8.5 x 11 1S to 2S, Uncollate, 2 Orig.		
@ \$13.60 /100		34.00
		<hr/>
		\$ 34.00

Quantity Discount Table					
Quantity	Total		Price		Save
1	0.00	@ \$	0.00	per 100	0.00/C
1	0.00	@ \$	0.00	per 100	0.00/C
750	102.00	@ \$	13.60	per 100	-13.60/C
1000	136.00	@ \$	13.60	per 100	-13.60/C
1250	170.00	@ \$	13.60	per 100	-13.60/C
1500	204.00	@ \$	13.60	per 100	-13.60/C

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Quote

CENTRAL SERVICES
Attn: ROY LIE
201 WEST COLFAX
DENVER, CO 80202-

June 21, 2023

Estimate: Business Cards # 8265

Phone: 720-913-4600 Fax: 303- -

Description

Qty Total

Item # 3
Business Cards-500 / 4 OVER 0
COUGAR 100# COVER 30%PCW / WHITE
8.5 x 11 1S to 2S, Uncollate
@ \$6.80 /100

500

34.00

\$ 34.00

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Quote

CENTRAL SERVICES
Attn: ROY LIE
201 WEST COLFAX
DENVER, CO 80202-

June 21, 2023

Estimate: Business Cards # 8265

Phone: 720-913-4600 Fax: 303- -

Description

Qty Total

Item # 4
Business Cards-500 / 4 OVER 1
COUGAR 100# COVER 30%PCW / WHITE
8.5 x 11 1S to 2S, Uncollate, 2 Orig.
@ \$7.80 /100

500	
	39.00
	<hr/>
	\$ 39.00

<hr/>	
SubTotal \$	137.00
<hr/>	
Total \$	137.00

Pyramid Print & Graphics

PH: 303-294-0418 / FAX: 303-294-0215

tpyramidprint@cs.com

Quote

CENTRAL SERVICES
Attn: ROY LIE
201 WEST COLFAX
DENVER, CO 80202-

June 21, 2023

Estimate: FORMS # 8266

Phone: 720-913-4600 Fax: 303- -

Description	Qty	Total
Item # 1		
FORMS-INSPECTION FORMS	1,000	
REPLICOPY 20# BOND WHITE		
8.5 x 11 1S to 1S, Uncollate		60.00
@ \$60.00 /M		
		<hr/>
		\$ 60.00

Quantity Discount Table					
Quantity	Total	Price		Save	
1000	60.00 @ \$	60.00	per 1000	0.00/M	
2000	120.00 @ \$	60.00	per 1000	0.00/M	
3000	180.00 @ \$	60.00	per 1000	0.00/M	
4000	240.00 @ \$	60.00	per 1000	0.00/M	
5000	300.00 @ \$	60.00	per 1000	0.00/M	
6000	360.00 @ \$	60.00	per 1000	0.00/M	

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Quote

CENTRAL SERVICES
Attn: ROY LIE
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DENVER, CO 80202-

June 21, 2023

Estimate: Booklets # 8266

Phone: 720-913-4600 Fax: 303- -

Description

Qty Total

Item # 2
Booklets-25 PAGES 4 OVER 4
HAMMERMILL LASER PRINT
11 x 17 1S to 2S, Coll/Staple, 50 Orig.
@ \$1123.10 /100

500
5,505.50

BINDERY DEPT

- Fold 1/2
Saddle Stitch

5000 75.00
500 35.00

\$ 5,615.50

Quantity Discount Table						
Quantity	Total	Price			Save	
500	5620.78	@ \$	1124.16	per 100	0.00/C	
600	6720.78	@ \$	1120.13	per 100	4.03/C	
700	7820.78	@ \$	1117.25	per 100	6.90/C	
800	8920.78	@ \$	1115.10	per 100	9.06/C	
900	10020.78	@ \$	1113.42	per 100	10.74/C	
1000	11120.78	@ \$	1112.08	per 100	12.08/C	

Pyramid Print & Graphics

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tpyramidprint@cs.com

Quote

CENTRAL SERVICES
Attn: ROY LIE
201 WEST COLFAX
DENVER, CO 80202-

June 21, 2023

Estimate: DOORHANGERS # 8266

Phone: 720-913-4600 Fax: 303- -

Description	Qty	Total
Item # 3		
DOORHANGERS-4 OVER 4 / 4.25 X 11/ 2 SIDE	5,000	
SCOTT INDEX#110 COLORS / YELLOW		
8.5 x 11 1S to 2S, Uncollate, 2 Orig.		
@ \$291.25 /M		1,262.50
BINDERY DEPT - DIE CUTTING CHARGE	1	200.00
		<hr/>
		\$ 1,456.25

Quantity Discount Table						
Quantity	Total		Price			Save
5000	1462.50	@ \$	292.50	per 1000		0.00/M
6000	1715.00	@ \$	285.83	per 1000		6.67/M
7000	1967.50	@ \$	281.07	per 1000		11.43/M
8000	2220.00	@ \$	277.50	per 1000		15.00/M
9000	2472.50	@ \$	274.72	per 1000		17.78/M
10000	2725.00	@ \$	272.50	per 1000		20.00/M

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CENTRAL SERVICES
Attn: ROY LIE
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DENVER, CO 80202-

June 21, 2023

Estimate: PADS # 8266

Phone: 720-913-4600 Fax: 303- -

Description	Qty	Total
Item # 4		
PADS-MONTION TO AMEND	10,000	
HUSKY OFFSET 70# REG FIN WH / WHITE		
3.66 X 8.5 1S to 1S, Uncollate		500.00
@ \$62.75 /M		
BINDERY DEPT - Pads - 25 @	500	127.50
	\$	627.50

Quantity Discount Table						
Quantity	Total		Price			Save
10000	627.50	@ \$	62.75	per 1000		0.00/M
20000	1127.50	@ \$	56.38	per 1000		6.38/M
30000	1627.50	@ \$	54.25	per 1000		8.50/M
40000	2127.50	@ \$	53.19	per 1000		9.56/M
50000	2627.50	@ \$	52.55	per 1000		10.20/M
60000	3127.50	@ \$	52.13	per 1000		10.63/M

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Quote

CENTRAL SERVICES
Attn: ROY LIE
201 WEST COLFAX
DENVER, CO 80202-

June 21, 2023

Estimate: Brochures # 8266

Phone: 720-913-4600 Fax: 303- -

Description	Qty	Total
Item # 5		
Brochures-4 OVER 4 / 8.5 X 11	1,000	
PRODUCTOLITH 70# GLOSS / WHITE		
8.5 X 11 1S to 2S, Uncollate, 2 Orig.		
@ \$334.00 /M		320.00
BINDERY DEPT - Letter Fold	1000	14.00
		<hr/>
		\$ 334.00

Quantity Discount Table						
Quantity	Total	Price			Save	
1000	334.00	@ \$	334.00	per 1000	0.00/M	
2000	654.00	@ \$	327.00	per 1000	7.00/M	
3000	974.00	@ \$	324.67	per 1000	9.33/M	
4000	1294.00	@ \$	323.50	per 1000	10.50/M	
5000	1614.00	@ \$	322.80	per 1000	11.20/M	
6000	1934.00	@ \$	322.33	per 1000	11.67/M	

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CENTRAL SERVICES
Attn: ROY LIE
201 WEST COLFAX
DENVER, CO 80202-

June 21, 2023

Estimate: FORMS # 8266

Phone: 720-913-4600 Fax: 303- -

Description	Qty	Total
Item # 6		
FORMS-OEM FORMS / 4 PART NCR	5,000	
CARBONLESS 4PT REV BLACK / W/Y/P/G		
8.5 x 11 1S to 1S, Coll/Stagger		
@ \$625.50 /M		750.00
BINDERY DEPT - Pads - 25 @	500	127.50
		<u>\$ 3,127.50</u>

Quantity Discount Table						
Quantity	Total		Price			Save
5000	3127.50	@ \$	625.50	per 1000		0.00/M
6000	3727.50	@ \$	621.25	per 1000		4.25/M
7000	4327.50	@ \$	618.21	per 1000		7.29/M
8000	4927.50	@ \$	615.94	per 1000		9.56/M
9000	5527.50	@ \$	614.17	per 1000		11.33/M
10000	6127.50	@ \$	612.75	per 1000		12.75/M

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tpyramidprint@cs.com

Quote

CENTRAL SERVICES
Attn: ROY LIE
201 WEST COLFAX
DENVER, CO 80202-

June 21, 2023

Estimate: CALENDARS # 8266

Phone: 720-913-4600 Fax: 303- -

Description	Qty	Total
Item # 7		
CALENDARS-4 OVER 4 / 8.5 X 11	500	
PRODUCTOLITH 80# TEXT GLOSS / WHITE		
11 x 17 1S to 2S, Uncollate, 12 Orig.		
@ \$699.90 /100		3,000.00
BOOKBIND/FINISHING - COIL BINDING	500	499.50
		<u>\$ 3,499.50</u>

Quantity Discount Table						
Quantity	Total		Price			Save
500	3499.50	@ \$	699.90	per 100		0.00/C
600	4099.50	@ \$	683.25	per 100		16.65/C
700	4699.50	@ \$	671.36	per 100		28.54/C
800	5299.50	@ \$	662.44	per 100		37.46/C
900	5899.50	@ \$	655.50	per 100		44.40/C
1000	6499.50	@ \$	649.95	per 100		49.95/C

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Quote

CENTRAL SERVICES
Attn: ROY LIE
201 WEST COLFAX
DENVER, CO 80202-

June 21, 2023

Estimate: POST CARDS # 8266

Phone: 720-913-4600 Fax: 303- -

Description	Qty	Total
Item # 8		
POST CARDS-4 OVER 4 / 4.25 X 6	8,000	
COUGAR 100# COVER 30%PCW / WHITE		
8.5 x 11 1S to 2S, Uncollate, 2 Orig.		
@ \$93.33 /M		746.67
		<hr/>
		\$ 746.67

Quantity Discount Table						
Quantity	Total		Price			Save
8000	746.48	@ \$	93.31	per 1000		0.00/M
9000	840.00	@ \$	93.33	per 1000		-0.02/M
10000	933.24	@ \$	93.32	per 1000		-0.01/M
11000	1026.48	@ \$	93.32	per 1000		-0.01/M
12000	1120.00	@ \$	93.33	per 1000		-0.02/M
13000	1213.24	@ \$	93.33	per 1000		-0.02/M

SubTotal \$ 15,466.92

Total \$ 15,466.92