

Master Purchase Order

DO NOT INVOICE TO THIS ADDRESS		Workday™ Supplier Contract No.	SC-00010095	
City & County of Denver		Date:	03/03/2025	
Purchasing Division		Payment Terms	Net 30	Resolution (as applicable):
201 West Colfax Avenue, Dept. 304		Freight Terms	FOB DESTINATION	
Denver, CO 80202		Ship Via	Vendor Prepay and Add	
United States		Analyst:	Leann Rush, Senior Procurement Analyst	
Phone: 720-913-8100 Fax: 720-913-8101		Phone/Email:	(303) 342-2298/leann.rush@flydenver.com	

Workday Supplier ID: SUP-00020453

Phone: (919) 348-1665

Email: henry@progresssolarsolutions.com

Progress Solar Solutions LLC
 1108 N New Hope Rd.
 Raleigh, NC 27610
 Attn: Henry Hobgood

Ship To: Denver International Airport (DEN) Fleet,
 27500 E 80th Ave., Unit A
 Denver, CO 80249

Bill To: As Specified By Agency

Colorado Secretary of State ID: 20251173495
 U.S. Federal SAM Registry Verification Date: 2/13/25

1. Goods/Services:

Progress Solar Solutions, LLC, registered under the state of North Carolina (“Vendor”) shall provide the goods, and any services related thereto, identified and described on attached **Exhibit A, B and C** 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, B and C** 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 April 20, 2030.

5. Non-Exclusive:

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

6. Inspection and Acceptance:

Vendor shall perform any services in accordance with the standard of care exercised by highly competent vendors who perform like or similar services. City may inspect all goods/services prior to acceptance. Payment does not constitute acceptance. Vendor shall bear the cost of any inspection/testing that reveal goods/services that are defective or do not meet specifications. City's failure to accept or reject goods/services shall not relieve Vendor from its responsibility for such goods/services that are defective or do not meet specifications nor impose liability on City for such goods/services. If any part of the goods/services are not acceptable to City, City may, in addition to any other rights it may have at law or in equity: (1) make a warranty claim; (2) repair and/or replace the goods or substitute other services at Vendor's expense; or (3) reject and return the goods at Vendor's cost and/or reject the services at Vendor's expense for full credit. Any rejected goods/services are not to be replaced without written authorization from City, and any such replacement shall be on the same terms and conditions contained in this Purchase Order.

7. Shipping, Taxes and Other Credits and Charges:

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

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

8. Risk of Loss:

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

9. Invoice:

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

10. Payment:

Payment shall be subject to City's Prompt Payment Ordinance D.R.M.C. § 20-107, et-seq., after City accepts the goods/services. Any other provision of this Master Purchase Order notwithstanding, in no event shall the City be liable for aggregate payments under this Master Purchase Order in excess of seven hundred thousand dollars (\$700,000.00). Vendor acknowledges that any goods/services provided beyond those specifically described in **Exhibit A, B and C** are performed at Vendor's risk and without authorization from the City. City's payment obligations hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Master Purchase Order, encumbered by the City after receipt of Vendor's invoice and paid into the Treasury of City. Vendor acknowledges that: (i) City does not by this Master Purchase Order, irrevocably pledge present cash reserves for payments in future fiscal years; and (ii) this Master Purchase Order is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City. City may setoff against any payments due to Vendor any claims and/or credits it may have against Vendor under this Master Purchase Order.

11. Amendments/Changes:

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

12. Warranty:

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

13. Indemnification/Limitation of Liability:

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

14. Termination:

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

15. Interference:

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

16. Venue, Choice of Law and Disputes:

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

17. Assignment/No Third Party Beneficiary:

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

18. Notice:

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

19. Compliance With Laws:

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

20. Insurance:

Vendor agrees to secure, at or before the time of execution of this Master Purchase Order, the following insurance covering all operations, goods or services provided pursuant to this Master Purchase Order. Vendor shall keep the required insurance coverage in force at all times during the term of the Master Purchase Order, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification 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 Vendor. Vendor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Master Purchase Order.

Vendor may not commence services or work relating to this Master Purchase Order prior to placement of coverages required under this Master Purchase Order. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not

comply with all insurance requirements set forth in this Master Purchase Order shall not act as a waiver of Vendor's breach of this Master Purchase Order or of any of the City's rights or remedies under this Master Purchase Order. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements. For Commercial General Liability, Auto Liability, and Excess Liability/Umbrella (if required), Vendor and sub-contractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured. For all coverages required under this Master Purchase Order, Vendor's insurer shall waive subrogation rights against the City. Vendor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Master Purchase Order) procure and maintain coverage as approved by Vendor and appropriate to their respective primary business risks considering the nature and scope of services provided. Vendor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each 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 Vendor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. Vendor shall insert the foregoing provision in all subcontracts.

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

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

29. Conflict of Interest:

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

30. Advertising and Public Disclosure:

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

31. Intellectual Property:

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

32. Accessibility and ADA Website Compliance:

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

This Master Purchase Order is pursuant to DRMC 20-64(A)(1) and DRMC § 20-64.5. The terms and conditions herein supersede and replace all terms and conditions of Sourcewell Awarded Contract # 020923-PGS.

Purchase pursuant to 3.26(e)-This Master Purchase Order is contingent on City 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: Progress Solar Solutions
(Company Name)

By: Henry Hobgood
(Authorized Signature)

Print Name: Henry Hobgood

Title: Sales Manager

Date: 3.3.25

By: Leann Rush

Print Name: Leann Rush

Title: Senior Procurement Analyst

Date: 3/3/2025

Procurement Manager: Susan Charise Glass

EXHIBIT "A"

Vendor: Progress Solar Solutions LLC
 Solicitation/ Award Title: DEN Solar Surveillance Trailers
 Solicitation No. /Internal File Reference Location: 16056

It is recommended that you use your Supplier Contract No. SC-00010095, in all future correspondence and/or other communications.

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

Vendor Progress Solar Solutions LLC to provide the City and County of Denver (City) and Denver International Airport (DEN) with initial order of fifteen (15) each Solar Surveillance Trailers (Custom HELIOS-EYE Mobile Solar Light Tower) manufactured by Progress Solar Solutions LLC including 5-year Remotely Managed Camera Services and Preventative Maintenance Bi-Annual inspection of all units with the specifications and subject to the Terms and Conditions described herein as referenced herein and in Exhibit B. Progress Solar Solutions LLC to provide On-Site training upon DEN’s receipt Solar Surveillance Trailers and future remote training upon request.

This Master Purchase Order is pursuant to DRMC 20-64(A)(1) of the Revised Municipal Code. Sole Source Procurement. and DRMC 20-64.5 of the Revised Municipal Code: Cooperative Purchasing supported by Sourcewell Awarded Contract # 020923-PGS. The terms and conditions herein supersede and replace all terms and conditions of Sourcewell Awarded Contract # 020923-PGS.

DEN Solar Surveillance Trailers, Progress Solar Solutions, LLC			
Quantity	Description	Unit Cost	Total
15 Each	Solar Surveillance Trailers (Custom HELIOS-EYE Mobile Solar Light Tower) manufactured by Progress Solar Solutions LLC with two-year warranty. As referenced in Exhibit B. 10% upon order and 90% Net 30 upon receipt, inspection, and acceptance (Units are up and running).	\$ 26,700.00	\$ 400,500.00
2 Each	Delivery of 15 Units (2) 53' flatbed trucks Freight FOB DEN	\$ 4,500.00	\$ 9,000.00
5 Years	Remotely Managed Camera Services As referenced in Exhibit B. Monthly Fee \$ 160.00 per unit X 15 units = \$ 2400.00 X 12 months = \$28,800.00 Per Year. Paid Annually	\$ 28,800.00	\$ 144,000.00
5 Years	Preventative Maintenance Bi-Annual inspection and testing of total system. As referenced in Exhibit B Yearly Fee \$678.00 per unit X 15 Units = \$10,170.00 Per Year. Paid Annually	\$ 10,170.00	\$ 50,850.00
Initial Purchase of units with services 5-Year Total		\$604,350.00	
2-Year Warranty. Progress Solar Solutions offers <u>20% off</u> manufacturer list price for all parts. As referenced in Exhibit B.		Locked-in service rate at \$150 per hour for non-warranty service work (non-emergency) As referenced in Exhibit B.	

PRICING:

The City may purchase additional Solar Surveillance Trailers (Custom HELIOS-EYE Mobile Solar Light Tower) manufactured by Progress Solar Solutions LLC and Accessories under the same terms and conditions as referenced above throughout the term of this agreement. Solar Surveillance Trailers pricing will remain firm and fixed at \$ 26,700.00 per unit for the first two years of this agreement. The City may allow up to a 5% increase per year for years three, four and five of this Master Purchase Order.

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

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

Remotely Managed Camera Services and Preventative Maintenance Bi-Annual inspection and testing monthly/annual fees pricing are firm and fixed for the life of this Master Purchase Order. Non-warranty service work (non-emergency) pricing is Locked-in at \$150.00 per hour and all parts are 20% off manufacturer list price are firm and fixed for the life of this Master Purchase Order as referenced herein and in Exhibit B.

F.O.B. POINT:

All shipments are F.O.B Destination. Denver, Colorado, delivered to Denver International Airport (DEN) Fleet, 27500 E 80th Ave., Unit A, Denver, CO 80249 or City specified location.

FLEET MANAGEMENT:

All Titles to Read:

City and County of Denver
201 West Colfax Avenue Dept. 304
Denver, CO 80202

Vendor to fill in and submit Vehicle Check-In Sheet. **See Exhibit C**

Delivery will NOT be considered complete without it.

Delivery: Monday through Friday between 8:00am and 4:00pm by appointment.

Location:
DENVER INTERNATIONAL AIRPORT (DEN) FLEET
27500 E 80th Ave, Unit A
Denver, CO 80249

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.

FOR GOODS AND RELATED SERVICES (if applicable)

- Total dollar value of purchases per City Agency
- Total number of transactions per City Agency
- Percentage of items shipped from local stock

- Percentage of items backordered
- Average delivery time for stock material
- Average delivery time for backorders

Vendor may also be required to provide additional specific reporting/data as required.

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 agreement 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.

AIRPORT SECURITY:

It is a material requirement of this Contract that the Vendor shall comply with all rules, regulations, safety, operational, or security measures required as well as written policies and authorized directives from the City and/or the Transportation Security Administration (TSA) with respect to Airport security.

The Vendor shall obtain the proper access authorizations for all of its employees, subcontractors, and vendors who will enter the Airport to perform work or make deliveries, and shall be responsible for each such person's compliance with all Airport rules and regulations, including without limitation those pertaining to security. Any person who violates such rules may be subject to revocation of his/her access authorization. The failure of the Vendor or any subcontractor to complete any required services hereunder shall not be excused on account of the revocation for good cause of access authorization of any person.

Currently it is anticipated that goods delivered to Denver International Airport will be delivered to Materials Management (MatMan), which is co-located with Fleet at the Maintenance Center and is an auxiliary landside building. Special credentials (i.e., an airport security badge) are not required to do so. This is always subject to change based upon any additional security measures instituted by the City and/or TSA.

The security status of the Airport is subject to change without notice. If the security status of the Airport changes at any time during the term of this Contract, the Vendor shall take immediate steps to comply with security modifications which occur as a result of the changed status. The Vendor may at any time obtain current information from the Airport Security Office regarding the Airport's security status in relation to the Vendor's operations at the Airport.

LAWS, REGULATIONS, TAXES AND PERMITS:

The Vendor shall procure all permits and licenses, pay all charges, taxes and fees and give all notices necessary and incidental to the due and lawful prosecution of the work. All costs thereof shall be deemed to be included in the prices proposed for the work.

The Vendor, at all times, shall observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules and regulations in any manner affecting the conduct of the work. Without limiting the foregoing, the Vendor shall establish appropriate procedures and controls so that services under this Contract will not be performed by using any alien who is not legally eligible for such employment Master Purchase Order Template 2.26.2024 under United States Immigration laws. Failure to comply with this condition satisfactorily may cause the City to terminate this Contract.

EMERGENCY PURCHASES:

The City and County of Denver 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.

EXHIBIT "B"



Progress Solar Solutions
1108 N. New Hope Road
Raleigh, NC 27610
919.363.3738

Denver Airport
Leann Rush
Sourcewell Contract Number
020923-PGS

Leann

2.21.25

Thank you for your inquiry. We are pleased to provide this offering to you. This ruggedized product is designed to meet rigorous military and construction needs around the world.

Find attached the following:

- 1. Product Detail Sheet for our HELIOS-EYE Product Line
- 2. PSS Tri-fold

Country of Origin: Made in the USA

Lead time: 5-7 weeks currently

Lead time does not include shipping time.

Pricing: \$26,700.00USD/each Custom HELIOS-EYE Mobile Solar Light Tower

\$400,500.00USD/total for (15) Custom HELIOS-EYE Mobile Solar Light Towers

Freight: \$4,500.00USD/each 53' flatbed truck

\$9,000.00USD/total for (2) 53' flatbed trucks

Total: \$409,500.00USD/total for all 15 Custom HELIOS-EYE Mobile Solar Light Towers with Freight Included. **(THIS PRICE DOES NOT INCLUDE THE SERVICE AGREEMENT OR REMOTE MANAGED SERVICES AFTER THE FIRST YEAR)**

Service Agreement: \$10,170.00USD/per year

\$678.00USD/per year per additional unit which includes everything below Bi-Annual inspection and testing of total system including, cameras, solar, cell communicator, solar and battery components



*Locked in service rate at \$150 per hour for non-warranty service work (non-emergency)

Remotely Managed Camera Service:
\$2,400.00USD/per month which covers all 15 HELIOS-EYE units.\$160.00USD/ per month per additional unit which Includes everything listed below:

Remote Managed services with
Cell Data Plan, 50GB per month before throttled unlimited Software License Per camera (Standard is 3 Licenses) Daily Check on system function, and alerts to issues

** New featured back up SIM on different carrier for fail over
**All Cellular communicators are First Net Certified

Optional Services:
Video Monitoring and Live dispatch by Central Station
SLA agreement

Taylored Conrol Systems will be responsible for the Remotely Managed Camera Service and Service Agreement.

These are Custom HELIOS-EYE Mobile Solar Light Towers. That price includes (2) LED Flood Lights per unit, (3) PTZ Security Cameras & Blue Security We have included the VMS cost in this price as well as the SIM cards for each unit as well as Licensing for one year. These units will also come with GPS. These (15) HELIOS-EYE units will come with a 2-year warranty, and after that 2-year warranty Progress Solar Solutions will offer 20% off all Parts. We will also provide on site training upon taking receipt of our units.

Our Solar Mobile Light Towers are immediately approved for a 10% tax credit up to 40% each by the government.

Applicability: This quotation is being provided directly from Progress Solar Solutions, LLC the manufacturer and patent holder for these products. This quotation will be honored for a period of thirty (30) days.

Payment Terms: 10% at PO, the remaining 90% Net-30

Freight: FOB Destination



Transport/Lifting: Each light tower is on wheels and has fork lift guides for easy loading/unloading and transport.

Intellectual Property: Progress Solar Solutions, LLC U.S. Patent Holder # 8,833,985 B2 - Mobile, Solar Powered Light Tower and U.S. U.S. Patent #10,236,820 B2- Modular, Photovoltaic Light and PowerCube

Purchase orders must be issued directly to manufacturer (Progress Solar Solutions).
Progress Solar Solutions, LLC
PO Box 19540, Raleigh, NC 27619
Cage Code: 5XSA8
P) 919-363-3738; Fax) 919-924-0184

Shipments will be made from factory location:
Progress Solar Solutions, LLC
1108 N New Hope Rd, Raleigh, NC 27610



MANUFACTURER'S WARRANTY

Progress Solar Solutions™, LLC (PSS) warrants that all Progress Solar (SLT) and Solar/Wind (SLT(W)), Solar/Hybrid Towers (SHYB) manufactured by PSS will be free from defects in material and workmanship for a period of **2 years** after date of delivery to first purchaser.

The first year of warranty on Solar Light Tower components covers parts (Tires & specific OEM components (excluded) where correct installation, setup, maintenance and operation have been applied. Installation of replaced parts to be performed by purchaser at purchaser's location. Normal wear and tear excluded. Operation must be kept within the limit of normal usage and any intentional or neglectful actions or inactions will void this warranty. Year two of the warranty will cover parts manufactured directly by PSS (no labor). PSS warrants any replacement parts supplied to be free from defects in material and workmanship for a period of **90 days** after documented purchase. Remanufactured parts may be used for Warranty replacement parts. Delivery will be considered, for this warranty, to take place five days after original purchase date if not stated otherwise in purchase agreement. This warranty covers the first purchaser. The first purchaser is, for this warranty, to be the company who puts the product into use. The warranty period will start when the product is shipped to first purchaser by PSS.

Throughout the warranty period, any defective or malfunctioning parts will be replaced or repaired at the discretion of PSS. For any products that may need to be returned, transportation must be prepaid to PSS. PSS will not be liable for any losses incurred such as labor costs, loss of profit, down time, third party repairs or personal injury or travel. The sole duty of this manufacturer is to repair or replace defective equipment manufactured by PSS. The remedies here are exclusive to product service and replacement of damaged equipment due to manufacturing defects in workmanship. Any indirect damages are no obligation of PSS.

Remedies paid will not exceed the price of the product or parts under liability of warranty. PSS makes no warranty to cover parts, lights, batteries, tires or other components that have been altered, changed or improperly installed, operated or maintained. Any component repaired under the direct supervision of PSS or by PSS is covered under warranty. To keep products maintained correctly, read the Operator's Manual for proper instruction. No person is authorized to make changes or exceptions to this warranty unless authorized in writing by the manufacturer. Buyer must send written notice of defect within **30 days** in order to make a warranty claim.

THIS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY AND FITNESS OF ANY PRODUCT OR GOOD FOR A PARTICULAR PURPOSE) AND ANY EXCEPTIONS ARE STATED BY MANUFACTURER. GENERATOR & ASSOCIATED PARTS ARE SPECIFICALLY EXCLUDED FROM THIS WARRANTY-OEM MANUFACTURER'S LIMITED PARTS ONLY WARRANTY APPLIES, REFER TO GENERATOR WARRANTY. THESE GENERATORS ARE MANUFACTURED BY OTHER MANUFACTURERS AND ARE NOT COVERED UNDER THIS WARRANTY. SUCH WARRANTIES WILL ACCOMPANY OR COME WITH THE PRODUCT.

Progress Solar Solutions®, LLC 1108 N New Hope Rd, Raleigh, NC 27610 Toll Free: 888-298-6657
Phone: 919-363-3738 Fax: 919-481-2520 www.ProgressSolarSolutions.com

EXHIBIT "C"

CITY PO EXHIBIT
 City and County of Denver
 Fleet Management
 Vendor Supplied Information Data

City Unit(s) # _____

(City Use Only)

ENTER CITY PURCHASE ORDER NUMBER: PO- _____
 Example:PO-00003584

The following underlined forms and information are REQUIRED for new vehicle deliveries:

- Copy of entire Purchase Order (all pages)
- Original MSO (Manufacturers Statement of Origin) – is required for all vehicles except off-road and construction equipment. May receive one for some off road equipment if manufacturer issues one.
 Name of purchaser: City and County of Denver
 Address: 201 W. Colfax Ave. Dept. 304
 Denver, CO 80202
- Secured Dealer Bill of Sale (DR2407) – IN STATE ONLY – Required for on the road vehicles Such as cars, pickup[s], vans and any vehicle under 16,000 GVWR. Not needed if odometer Section is filled out and signed on MSO. Not required on vehicles over 16,000GVWR LBS.
- Application for Title and Registration (DR2395) – Required for all on-road vehicles and trailers.
- Verification of Vehicle Identification Number (DR2698) – Required for all Vehicles coming from an out of state dealer, incomplete vehicle. I.E. Cab and Chassis.
- Statement of Fact (DR2444) - Required on all vehicles with modifications to the cab and chassis. Such as a body crane, auxiliary engine, etc. The statement of fact must include the modifications made and include VIN numbers of chassis and equipment.
- Special Mobile Machinery Form (DR2689) - Required on all off road and Construction equipment. I.E. Front end loaders, tractors, skid steer loaders, Mowers, air compressors, motor graders, etc.
- Weight slip required - (on all incomplete vehicles that are made into a complete vehicle) – and all off-road equipment and construction type equipment. (Front end loaders, sweepers, graders, air compressors, rollers, etc.).
- Temporary License Plate – Required for all on-road vehicles. Not required for off road Equipment.
- Original Dealer Invoice – Required for all vehicles on and off the Road.
- Receipt or Contract for Optional Warranty – Only if spec or called out on P.O.
- Shop and Parts manuals (as required) (CD or electronic form preferred) – Only if spec or show as a line item of P.O.
- Standard Sales Tax Receipt for Vehicle Sales (DR0024)-IN STATE ONLY- Required for purchases to disclose the purchase amount to the state.

Dealer Signature: Henry Hobgood Date: 3.3.25