


Master Purchase Order

DO NOT INVOICE TO THIS ADDRESS		Supplier Contract No.	SC-00006334		
City & County of Denver		Date:	October 20, 2020	Revision No.	
Purchasing Division		Payment Terms	Net 30	Resolution (as applicable):	
201 West Colfax Avenue, Dept. 304		Freight Terms	DESTINATION		
Denver, CO 80202		Ship Via	Vendor		
United States		Buyer:	Joseph Furman		
Phone: 720-913-8100 Fax: 720-913-8101		Phone:	720-913-8110		

Workday 0000094856 Phone: 801-597-1720 Email: brent@stonesecurity.net
Supplier ID:

Stone Security, LLC
351 W Lawndale Dr.
Salt Lake City, UT 84115

Ship To: Various locations throughout the Denver Metro Area

Attn: Brent Edmunds
Colorado Secretary of State ID:20061200776
U.S. Federal SAM Registry Verification Date: 09/11/2020

Bill To: Accounts Payable
201 W Colfax Dept 908
Denver, CO 80202
Or
As Specified by Agency

1. Goods/Services:

Stone Security, a Limited Liability Company in Utah, (“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 Agreement 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. Extension or Renewal:

The effective period of this Master Purchase Order shall be from date of City signature to and including December 30, 2023. It is also a specific provision of this Master Purchase Order that the City and the vendor may mutually agree to renew and continue this Purchase Order for additional periods of one year at the same prices, terms and conditions. However, no more than two (2) yearly extensions shall be made to the original Master Purchase Order.

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 Three Million Dollars (\$3,000,000). The Vendor acknowledges that any goods/services provided beyond those specifically described in **Exhibit A** are performed at Contractor'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 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. Liability for claims for injuries to persons or property arising from the acts, omissions, or negligence of the City, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, Colorado Revised Statutes § 24-10-101, et seq; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b); and the City's limitation on liability for torts, Denver Revised Municipal Code § 1.1.7.

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 shall secure, before delivery of any goods/services, the following insurance covering all operations, goods and services provided to City. Vendor shall keep the required insurance coverage in force at all times during the term of the Master Purchase Order, or any extension thereof, during any warranty period, and for three (3) years after termination of this Master Purchase Order. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring 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 Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. 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, contractor 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 contract number. If any policy is in excess of a deductible or self-insured retention, City must be notified by Vendor. Vendor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Master Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of Vendor. Risk Management reserves the right to require additional policies and/or limits based on agreement scope of work. Vendor shall provide a copy of this Master Purchase Order to its insurance agent or broker. Vendor may not commence services or work relating to the Master Purchase Order prior to placement of coverage. Contractor certifies that the attached certificate of insurance attached to the Master Purchase Order documents, preferably an ACORD certificate, complies with all insurance requirements of this Master Purchase Order. 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 any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements. Vendor's insurer shall name as Additional Insured to its Commercial General Liability and Business Auto Liability policies the City and County of Denver, its elected and appointed officials, employees and volunteers. Vendor's insurer shall waive subrogation rights against the City. All sub-contractors and sub-consultants (including independent contractors, suppliers or other entities providing goods/services required by this Master Purchase Order) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Vendor. Vendor shall include all such entities as insureds under its policies or shall ensure that they all maintain the required coverages. Vendor shall provide proof of insurance for all such entities upon request by City. For Worker's Compensation Insurance, 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 for each bodily injury occurrence claim, \$100,000 for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Vendor expressly represents to City, as a material representation upon which City is relying, that none of the Vendor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Master Purchase Order, and that any such rejections previously effected, have been revoked. Vendor shall maintain Commercial General Liability coverage with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate. Vendor shall maintain Business Auto Liability coverage with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-hired vehicles used in performing services under this Master Purchase Order. For Commercial General Liability coverage, the policy must provide the following: (i) That this Master Purchase Order is an Insured Contract under the policy; (ii) Defense costs in excess of policy limits (iii) A severability of interests, separation of insureds or cross liability provision; and (iv) A provision that coverage is non-contributory with other coverage or self-insurance provided by City. For claims-made coverage, the retroactive date must be on or before the first date when any goods or services were provided to City. Vendor must advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Vendor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force

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. Bonds shall survive as long as any warranty 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, software, plans, drawings, reports, submittals and all other documents or things furnished to City by Vendor shall become and are the property of City, without restriction.

25. Records and Audits:

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

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:

Vendor shall not refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability; and Vendor shall insert the foregoing provision in any subcontracts hereunder.

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

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. Prevailing Wages

This Master Purchase Order shall be subject to the following provisions concerning prevailing wages.

- a. The minimum wages to be paid for every class of labor, mechanics and worker shall be not less than the scale of wages from time to time determined to be the prevailing wages.
- b. The Vendor or his/her subcontractor shall pay mechanics, laborers and workers employed directly upon the site of the work the full amounts accrued at time of payment, computed at wage rates not less than those stated or referenced in the specifications, and any addenda thereto, on the actual date of proposal opening, or in effect on the date of grant of permit for performance of such work under D.R.M.C. Section 49-171 et seq., or on the date of the written Master Purchase Order for contracts let by informal procedure under D.R.M.C. Section 20-63(b), regardless of any contractual relationship which may be alleged to exist between the vendor or subcontractor and such laborers, mechanics and workers.
- c. The vendor and subcontractors to pay all workers, mechanics and other laborers at least once a week the full amounts of wages accrued at the time of payment except that the vendor and subcontractor shall make such payments to non-construction workers such as janitorial or custodial workers at least twice per month.
- d. The vendor shall post in a prominent and easily accessible place at the site of the work the scale of wages to be paid by the vendor and all subcontractors working under the vendor.
- e. If the vendor or any subcontractor shall fail to pay such wages as are required by the contract, the Auditor shall not approve any warrant or demand for payment to the vendor until the vendor furnishes the Auditor evidence satisfactory to the Auditor that such wages so required by the contract have been paid.
- f. The vendor shall furnish to the Auditor each week during which work is in progress under the contract, a true and correct copy of the payroll records of all workers, laborers and mechanics employed under the contract, either by the vendor or

subcontractors.

- g. The copy of the payroll record shall be accompanied by a sworn statement of the vendor that the copy is a true and correct copy of the payroll records of all mechanics, laborers or other workers working under the contract either for the vendor or subcontractors, that payments were made to the workers, laborers and mechanics as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all workers, mechanics and other laborers employed on work under the contract, either by the vendor or by any subcontractor, have been paid the prevailing wages as set forth in the contract specifications.
- h. If any laborer, worker or mechanic employed by the vendor or any subcontractor under the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as aforesaid, the City may, by written notice to the vendor, suspend or terminate the vendor's right to proceed with the work, or such part of the work as to which there has been a failure to pay the required wages, and in the event of termination may prosecute the work to completion by contract or otherwise, and the vendor and any sureties shall be liable to the City for any excess costs occasioned the City thereby.

32. No Employment of a Worker without Authorization to Perform work under the Master Purchase Order

- a. This Master Purchase Order is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").
- b. The Contractor certifies that:
 - (1) At the time of its execution of this Master Purchase Order, it does not knowingly employ or contract with a worker without authorization who will perform work under this Master Purchase Order, nor will it knowingly employ or contract with a worker without authorization to perform work under this Master Purchase Order in the future..
 - (2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Master Purchase Order.
 - (3) It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under this Master Purchase Order.
 - (4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Master Purchase Order, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
 - (5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Master Purchase Order knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.
 - (6) It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

- c. The Contractor is liable for any violations as provided in the Certification Ordinance. If the Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Master Purchase Order for a breach of the Master Purchase Order. If this Master Purchase Order is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Contractor from submitting bids or proposals for future contracts with the City.

33. 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.

34. DSBO

A. This Agreement 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. The contract goal for MWBE participation established for this Agreement by the Division of Small Business Opportunity ("DSBO") is 5%.

B. Under § 28-132, D.R.M.C., the Contractor has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with its originally achieved level of MWBE participation upon which this Agreement was awarded, unless there is a change in the work by the City, or as otherwise as described in § 28-133, D.R.M.C. The Contractor acknowledges that:

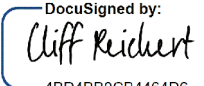
- (1) If contract modifications are issued under the Agreement, whether by amendment or otherwise, the Contractor shall have a continuing obligation to immediately inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases discussed in § 28-133, 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.

- (2) If there are changes in the work that include an increase in scope of work under this Agreement, whether by amendment or otherwise, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such change or modification shall be immediately submitted to DSBO for notification purposes.
- (3) Those amendments or other modifications that involve a changed scope of work that cannot be performed by existing subcontractors shall be subject to the original goal on the contract. The Contractor shall satisfy such goal with respect to the changed scope of work by soliciting new MWBEs in accordance with §§ 28-133, D.R.M.C. The Contractor must also satisfy the requirements under §§ 28-128 and 28-136, D.R.M.C., with regard to changes in MWBE scope or participation. The Contractor shall supply to the DSBO Director all required documentation described in §§ 28-128, 28-133, and 28-136, D.R.M.C. with respect to the modified dollar value or work under the contract.
- (4) For contracts of one million dollars (\$1,000,000.00) and over, the Contractor is required to comply with § 28-135, D.R.M.C., as applicable, regarding prompt payment to MWBEs. Payment to MWBE subcontractors shall be made by no later than thirty-five (35) days after receipt of an MWBE subcontractor invoice.
- (5) Failure to comply with these provisions may subject the Contractor to sanctions set forth in § 28-139 of the Goods and Services Ordinance.
- (6) Should any questions arise regarding DSBO requirements, the Contractor should consult the Goods and Services Ordinance or may contact the designated DSBO representative at (720) 913-1999.

This Master Purchase Order is acknowledged and agreed to by:

City & County of Denver, Purchasing Division

Vendor Name: Stone Security
(Company Name)

By:  Cliff Reichert
4BD4BB0CB4464D6... (Authorized Signature)

Print Name: Cliff Reichert

Title: Branch Manager


Date: 5/5/2022

By:  Joseph Furman

Print Name: Joseph Furman

Title: Senior Procurement Analyst

Date: 5/5/2022

Supervisor Initials: _____ Romero, Michael P. 
- GS Procurement Manager
Digitally signed by Romero, Michael P. - GS Procurement Manager
Date: 2022.05.03 08:46:47 -06'00'

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

EXHIBIT "A"

Vendor: Stone Security, LLC
 Title: HALO Camera Maintenance and Install
 Solicitation No.: 11053

It is recommended that you use your Supplier Contract No. SC-00006334, in all future correspondence and/or other communications.

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

This Master Purchase Order (MPO) shall be the governing document between the City and County of Denver (the City) and Stone Security, LLP. (Contractor) who shall provide **HALO CAMERA MAINTENANCE ON THE CITY'S EXISTING NETWORK AND INSTALLATION FOR EXPANSION/REPLACEMENT AS NEEDED.**

A.1 SYSTEM OVERVIEW

The Denver Police Department (**DPD**) and their Real-Time Crime Center (**RTCC**) operate a specific subset of surveillance cameras within the City and County of Denver. This system of cameras and related hardware are referred to as the High Activity Location Observation (**HALO**) Surveillance System. In partnership with the City's Technology Services Department (**TSD**), and the public and private community partnerships, the HALO Surveillance System supplies the City and its residents with a tactical solution to keep our communities safe.

The HALO Surveillance System operates in partnership with the City's enterprise surveillance system. While these systems have common operational parameters, the HALO system requires different levels of maintenance and operational stability - thus, necessitating for a separate and specific maintenance agreement.

HALO operates as an industry standard/non-proprietary solution and is comprised of commercial "off the shelf" (COTS) video and network technologies.

HALO is comprised of:

- **CAMERAS**
- **NETWORK** (Both wired and wireless)
- **AUXILIARY COMPONENTS** Required for power and security (Power Supplies and Enclosures)
- **RTCC** Video Wall
- **REMOTE VIEWERS (Mobile users)**
- **Network Video Recorder (NVR)**

CAMERAS

- HALO utilizes digital camera-based technologies
- The HALO system is an Internet Protocol (IP) based system. HALO utilizes digital cameras with IP/Wireless/Ethernet based technologies, utilizing industry standard, non-proprietary solutions comprised of commercial "off the shelf" (COTS) equipment.
- Camera requirements include:
 - Weather resistant
 - Impact and tamper resistant
 - Lightfinder
 - Camera auto-exposure tool
 - Wide Dynamic Range
 - Legacy camera technology (~10 years old)

NETWORK

- All cameras deployed must interface on networks provided and supported by The City's Technology Services Department (TSD)
- The HALO system utilizes both wired and wireless network elements consisting of Ethernet Switches, Wireless Mesh (local) Radios, and Wireless Backhaul Radios
- Network extensions from the Enterprise network are deployed as required to support HALO infrastructure
- Network Protocol used is Internet Protocol v4
- All infrastructure and devices must be IPv6 capable
- All wireless links use WPA2-AES and MAC Address whitelisting for link security

AUXILIARY COMPONENTS

- Supporting components such as device enclosures and power accessories (injectors, outlet strips, etc.) are also in scope
- Approximately 200 enclosures from varying manufacturers are in use/in scope
- Approximately 240 power supplies from varying manufacturers are in use/in scope

REMOTE VIEWERS

Field personnel often have requirements to view cameras in the course of their duties. Inclusion of these types of users are identified for clarity of system components and are not considered in scope in any way for the RFP.

NVR

The City operates and administers the NVR (Milestone) systems separately from any relation to this RFP. The NVR systems are not in-scope for this RFP, except as a target destination for the cameras and network operations. This RFP centers on the CAMERAS and NETWORK, and their interoperation with the City's Enterprise infrastructure.

COMPONENTS LIST

The HALO System is made up of, but not limited to, the components listed below. The NVR Systems and RTCC Video are excluded due to being outside of or limited scope. This list may change as more cameras are added within the Scope of this Master Purchase Order.

Components List

Manufacturer	Cameras	Network Backhaul	Mesh Radios	Switches	Totals
Axis	103				103
Bridgewave		8			8
Canon	105				105
Cisco				1	1
Dell				1	1
Etherwan				7	7
Exalt		18			18
Firetide			83		83
Fluid Mesh			77		77
Motorola		6			6
Siklu		4			4
Sony	41				41
Ubiquiti		2	134	62	198
Totals	249	38	294	71	652

Figure 1 - Products by Vendor, Class, and Count

A.2 SCOPE OF WORK:

Stone Security will provide installation, design, Preventive Maintenance (PM) and related services for the existing HALO environment. These related services may include mapping, analytics, and video wall configuration. Stone Security may be asked to provide service work on systems not currently integrated into the current HALO service. For these services not covered under the PM program, invoicing will be on a time and materials basis.

The vendor will work directly with the RTCC Team and Technology Services (TSD).

Technology Services will be responsible for ensuring that the HALO system, both existing and future, operates in a manner that is architecturally aligned with the technology governances required by the City. TSD will also be involved in any design/redesign of the HALO system to ensure that the most appropriate solution is achieved.

Vendor will coordinate with TSD as necessary to interconnect to network extensions provided for HALO.

The HALO system is subject to periodic audits from DPD, TSD or the Denver Auditor's Office.

Scope of work is defined in three separate sections – Periodic Maintenance Service Calls (PMSC), General Service Calls and Activities (GSCA), and Camera Outage Service Calls (COSC).

Stone Security should expect 300 PMSC events per year. Each camera shall have at least one PMSC per year; however, additional PMSCs may be necessary due to environmental or other factors. Most of the services covered under this scope of work will be done during normal business hours. However, the vendor may be requested to work after hours, especially as applies to Camera Outage Service Calls. Service calls may be scheduled during normal business hours between 7:30 am - 5:00 pm, Monday - Friday.

As part of the PM program, Stone Security shall meet in person with the RTCC on a weekly basis.

Periodic Maintenance Service Calls (PMSC). The items below are by way of expectations and not limitations:

- The RTCC and/or TSD Video Support Team will determine and communicate to vendor if specific adjustments or repairs need to be made.
- Stone Security shall perform the following tasks during each PMSC
 - Clean housing and mounting hardware
 - Check fans for proper operation
 - Use compressed air spray to remove dust and debris
 - Clean lens(es)
 - Ensure that set screws and mounting hardware are secure/tight
 - Check for any loose wires
 - Check seals
 - Clean and polish camera dome interior and exterior
 - Adjust/aim camera
 - Inspect and perform maintenance on any supporting technologies
 - Any enclosures or housings
 - Power supplies, solar power systems, batteries
 - Network infrastructure (Ethernet switches, wireless radios/antennas)
 - Cooling/heating systems
 - All related wiring and connections
 - Fulfill any special instructions from RTCC
 - Check for general wear and make notes in a centralized document
 - Test/verify with RTCC Video Support Team that camera maintenance is complete and that cameras are operating as expected
 - Update equipment firmware with most current stable releases as provided by manufacturer and ensure compatibility with City systems.

- Process to complete the above steps shall be documented and approved by the RTCC.
- During a PMSC event, Stone Security may note that a camera requires repair, adjustment, etc. Supplier shall contact the RTCC via email with details of the issue. The RTCC will direct vendor to the appropriate solution.
- After each PMSC event, Stone Security will email RTCC Supervisor
 - Date and time
 - name of technician
 - work performed
 - parts replaced
 - As-built drawing of connectivity of all components
 - Pictures of camera and its location
 - Any future work efforts/repairs required

General Service Calls and Activities (GSCA). The items below are by way of expectations and not limitation:

- Stone Security may provide the installation of new equipment related to this Master Purchase Order.
- Stone Security may provide the installation, custom programming, and repair of audio equipment.
- Stone Security will maintain an “as-built” drawing for each location at the completion of the PM to include cable pathways and closet termination locations as well as common labeling scheme to be used throughout the City. Supplier shall maintain a current as-built drawing for each location. Supplier will update all drawings within 30 days of new project completion.
- Stone Security will be required to provide a maximum of 40 hours per month for design services or professional services for projects to help better develop budgets. This should be incorporated into the vendor's monthly PM costs. For City requested design services exceeding the 40 hours, vendor may charge an hourly rate.
- Service calls may be scheduled during normal business hours between 7:30 am - 5:00 pm, Monday - Friday.

Camera Outage Service Calls (COSC). The items below are by way of expectation and not limitation:

- Camera Outage Service Calls (COSC) will be broken into two priority levels, the priority of the call will be determined by the RTCC. Timing starts accruing at the time of notification
 - Mission Critical –
 - Means of notification – ANY (Email, phone call)
 - Requires immediate Remote Access response
 - 90 minutes onsite **response** time
 - 24-hour onsite **repair** time
 - Non-Mission Critical –
 - Means of notification – Email
 - 24-hour onsite **repair** time.
- If a repair is expected to take more than 24 hours, Stone Security will notify the RTCC OPS Supervisor and obtain approval.
- Any COSC response to a camera where a lift-equipped vehicle will be used shall require an inspection and cleaning of the camera and domes/lenses.

Repair response time failure credit:

- For Mission Critical Camera outage service calls, response is required within 90 minutes and Stone Security will be assessed according to the credits set forth.
- If Stone Security fails to respond to the specific site where the service request has been made within the time frames set forth, supplier shall:
 - Provide a 10% credit to the next month's maintenance cost for each noncompliance for a Mission Critical Service Call. Ex: If following month's total account maintenance cost is \$1,000, then \$100 would be credited. (See Row 7, Columns B, C, etc.)
 - Provide a 3% credit to the next month's maintenance cost for each noncompliance for a Non-mission Critical Service Call.
- Stone Security will be required to have the resources and equipment to properly diagnose, repair, and test network connectivity as well as audio equipment associated and used with video recording. This may include testing Power over Ethernet (POE), speed, and length of cable as required.
- If equipment is under warranty or can be repaired provided equipment falls under current City standards:
 - Supplier will remove equipment and coordinate RMA process
 - Supplier will, if needed, provide a temporary camera or encoder
 - Supplier will install repaired or new permanent camera
 - Supplier will coordinate the removal of warranted cameras as needed. The City will be responsible for determining if material is to be recycled or sent to the surplus warehouse if still functional.
- Supplier service technicians responding to service calls will have the capability and tools to interface and troubleshoot the camera in its installed location without the assistance of TSD including providing POE for the camera for use with test equipment independent of City switching equipment and or with the POE provided by City equipment.
- Where applicable, supplier shall have the capability to test cable connectivity from the camera to patch panel and patch panel to switch to verify cable connectivity.
- Supplier service technicians shall have the capability and tools to terminate cabling, punch down cables and certify cabling as needed on site to make repairs meeting City standards.
- City reserves the right to purchase video hardware from the supplier **OR** use City stock for hardware replacement or for new installations.

A.3 INSTALLATION:**City Responsibilities**

- Network interconnect will be provided by the City
- City will provide desired mounting locations, drawing the field of view expectations
- Prior to any new equipment project, the vendor install team will walk the site with the with the appropriate RTCC/TSD personnel.

Stone Security Responsibilities

- Mount and install device(s) using industry best practices and adhering to City standard
- Document the installation to in ServiceNow
- Configure device(s) using industry best practices and adhering to City standard
- Aim and focus camera on field of view as per installation request.
- Gain approval of field of view and focus
- Notify the City of any potential vulnerabilities or defects discovered

A.4 DESIGN:

- For new projects, add-ons and changes, supplier may, at the discretion of the City, be included in:
 - Site surveys
 - Camera layout
 - Product selection
 - Unique design solutions
- Supplier to provide finish quotes for anticipated future projects
 - Quotes will detail pricing for labor
 - Quotes will detail pricing for hardware
 - Quotes will include Scope of work
 - Quotes will include drawings
 - Quotes needed the itemized them broken down by cost per item or labor unit

The City reserves the right to bid out separately any large add-on or expansion projects. For these separately bid projects, the vendor holding the resulting contract from this solicitation will take over maintenance of the new equipment after the initial warranty period has expired.

A.5 MINIMUM MANDATORY OFFEROR QUALIFICATIONS:

Stone Security is required to maintain the following minimum Certifications/Qualifications at all times:

- Bridgewave and/or Exalt Certified Technician certificate holder
- Ubiquiti UBWS and UBWA certified (or equivalent from alternate WISP hardware provider)
- Axis Certified Professional certificate holder (no equivalents accepted)

A.6 BACKGROUND CHECKS

Stone Security, at its expense, must conduct a background check for each of its employees, as well as for the employees of its subcontractors, who will provide services to the City. The term “employee” for the purpose of this requirement, includes anyone who is providing services for the City under this Contract. Background checks are to be conducted through an independent background check company and must include the following:

- Social Security Number Trace;
- Federal Criminal Records (includes wants, warrants, arrests, convictions, and incarcerations);
- Colorado Criminal Records (includes wants, warrants, arrests, convictions, and incarcerations);
- Criminal Records from other States if the employee disclosed, or the background check identifies, that the employee lived in another state in the last seven years (includes wants, warrants, arrests, convictions, and incarcerations); and
- National Sexual Offender Registry Search.

The background check shall include all convictions for the last seven years and may include additional convictions beyond seven years when permitted and/or required by law.

In addition to the foregoing background check, certain City locations require employees to pass a NCIC background check. These background checks will be administered by the City and will be at no cost to the Supplier. Supplier employees will be required to provide their social security numbers to the City. Suppliers employees will be provided entrance cards for each facility. Suppliers employees are not allowed to share cards to provide services. The following locations require NCIC background checks:

- Police Academy
- Denver Animal Shelter
- Traffic Operations
- DPD Police Precincts

The background check(s) must be conducted successfully prior to initial access and/or involvement by employees. Employees who separates from the Supplier's employment and is then re-hired must undergo another background check prior to renewed access and/or involvement in providing services to the City. The City also has the ability to audit the Supplier's background check process, to ensure compliance with City standards, at any time. Additionally, all employees are required to self-disclose to the Supplier any criminal charges and convictions and nolo contendere pleas (no contest pleas) that occur while providing services to the City within three business days of the conviction, charge, or plea. Supplier is required to inform the City of any criminal charges or convictions or nolo contendere pleas (no contest pleas) that arise while an employee is on assignment with the City. Supplier must inform the City within one business day of the Supplier having knowledge of the charge, conviction, or plea. The City will determine, in its sole discretion, whether the employee will remain on a City assignment.

Failure by the Supplier to comply with the terms of this Section may result in the termination of its contract with the City.

**Exhibit A
Pricing Sheet RFP # 11053A**

Item No. 1: Monthly Maintenance Fee

The maintenance fee shall cover the currently installed City Video surveillance system to include the entire costs of the scope of work outlined in RFP 11053, and all respective labor, meetings, site walks and equipment. This pricing is inclusive of all Preventative Maintenance and broken/repaired cameras. Any new cameras installed will be a separate cost based on the pricing in Item #2 & 4. **Preventative Maintenance on any new cameras installed during the duration of the resulting contract will be included in the Preventative Maintenance program. Prevailing Wage rates apply.**

Assumption: Vendor shall account for a yearly increase of approximately 30 cameras (*)	Monthly Fee Year 1	Monthly Fee Year 2	Monthly Fee Year 3	Monthly Fee Year 4	Monthly Fee Year 5
\$	19,000.00	\$ 19,000.00	\$ 19,000.00	\$ 19,000.00	\$ 19,000.00
			Year 1	Year 2	Year 3
					Year 4
					Year 5
					\$ 228,000.00
					\$ 228,000.00

Item No. 2: Upgrade, Expansion and Relocation Labor Pricing

Labor rates shall be inclusive of travel costs and should be listed in \$ above Prevailing Wage Rates

	Labor Rate / Hour (Normal Hours)	Labor Rate / Hour after hours (After 5 PM, Weekdays, Holidays)
2a. Install New IP Cameras	\$95.00	\$115.00
2b. Install New Analog Cameras	\$95.00	\$115.00
2c. Break/Fix Service Work for Video Equipment outside of the PM program	\$95.00	\$115.00
2d. Design Services in excess of 20 hours	\$95.00	\$115.00
2e. Other Professional Services	\$95.00	\$115.00

Item No. 3: Equipment (No Substitute)

Item 4 shall be as a percentage adjustment from the manufacturer MSRP list. These items are quoted as a discount (-), markup (+) or (net) percentage adjustment from the MSRP list. Vendor shall provide the MSRP list and communicate any changes to the price list in writing, via email to the buyer 30 days prior to such increase taking affect. This pricing discount/markup will be utilized only when upgrades and or expanding the system. Each pricing category is to encompass all respective parts.

4a. Camera's:	% Discount	MFG Line	Details	Published Location & Date
MFG Line 1	20%	Axis	MSRP Price List	Current
MFG Line 2	20%	Canon	MSRP Price List	Current
MFG Line 3				
MFG Line 4				

4b. Enclosures:

MFG Line 1	20% Axis	MSRP Price List	Current
MFG Line 2	10% Hoffman	MSRP Price List	Current
MFG Line 3			
MFG Line 4			

4c. Wireless Radio's:

MFG Line 1	15% Siklu	MSRP Price List	Current
MFG Line 2	10% Ubiquiti	MSRP Price List	Current
MFG Line 3	10% BridgeWave	MSRP Price List	Current
MFG Line 4	10% Fluid Mesh	MSRP Price List	Current
MFG Line 5			
MFG Line 6			
MFG Line 7			
MFG Line 8			

4d. Outdoor Switches:

MFG Line 1	20% Axis	MSRP Price List	Current
MFG Line 2	10% Transition Networks	MSRP Price List	Current
MFG Line 3	10% Ubiquiti	MSRP Price List	Current

4e. Power Supplies:

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MFG Line 1	20% Axis		MSRP Price List	Current	
MFG Line 2	10% Dotworkz		MSRP Price List	Current	
4f. Wireless Antenna's:					
MFG Line 1	15% Siklu		MSRP Price List	Current	
MFG Line 2	10% Mars		MSRP Price List	Current	
4g. Heaters and Fans:					
MFG Line 1	10% Dotworkz		MSRP Price List	Current	
MFG Line 2					
4h. Related Accessories:					
MFG Line 1	10% All Security Components		MSRP Price List	Current	
MFG Line 2					
Item No. 4: Video Management System Installation, Implementation and Migration:					
Proposed price shall include all onsite costs to perform a complete Milestone Systems implementation and migration of entire HALO system, including sharing					
5a. Onsite Installation, Implementation and Migration:		n/a	n/a	n/a	
5b. Training		no cost	no cost	no cost	
5c. Additional Costs		n/a	n/a	n/a	