


Master Purchase Order

DO NOT INVOICE TO THIS ADDRESS	 DENVER <small>THE MILE HIGH CITY</small>	Supplier Contract No.	SC-00003206		
City & County of Denver		Date:	3/20/2019	Revision No.	
Purchasing Division		Payment Terms	Net 10	Ordinance <small>(as applicable)</small> :	
201 West Colfax Avenue, Dept. 304		Freight Terms	DESTINATION		
Denver, CO 80202		Ship Via			
United States		Buyer:	Janell Schafer		
Phone: 720-913-8100 Fax: 720-913-8101					

Officescapes of Denver LLLP
 9900 East 51st Avenue
 Denver, CO 80238, United States
 Supplier ID: DENVR0000093056

Ship To: Various City Locations
 Bill To: As Specified By Agency

Colorado Secretary of State ID: 20111118191
 U.S. Federal SAM Registry Verification Date: 02/02/2020

1. Goods/Services:

Officescapes of Denver, a Limited Liability Limited Partnership LLLP, ("Supplier") 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. Term:

The term of this Master Purchase Order shall run from date of city signature to 12/31/2022. 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 for the same inclusions, 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:

City may inspect all goods/services prior to acceptance. Payment does not constitute acceptance. Supplier 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 Supplier 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 Supplier's expense; or (3) reject and return the goods at Supplier's cost and/or reject the services at Supplier'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 Master Purchase Order. Supplier shall perform all services in accordance with the standard of care exercised by highly competent Suppliers who perform like or similar services.

7. Shipping, Taxes and Other Credits and Charges:

All pricing is F.O.B. destination unless otherwise specified. Shipments must be marked with Supplier's name, the Master Purchase Order number, and contain a delivery or packing slip. Supplier shall not impose any charges for boxing, crating, parcel post, insurance, handling, freight, express or other similar charges or fees that are not precisely indicated in a proposal. Supplier shall notify City in writing of any price decreases immediately, and City shall receive the benefit thereof on all unshipped items. Supplier shall comply with any additional delivery terms specified herein. Supplier 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. Supplier 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. Supplier shall pay all sales and use taxes levied by City on any tangible personal property built into the goods/services. Supplier 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:

Supplier shall bear the risk of loss, injury or destruction of goods prior to delivery to City. Loss, injury or destruction shall not release Supplier 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 **Seven Hundred Thousand Dollars (\$700,000)**. The Supplier 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 Supplier's invoice and paid into the Treasury of City. Supplier 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 set off against any payments due to Supplier any claims and/or credits it may have against Supplier 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. Supplier 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 Supplier's risk. The Supplier has no authority to bind City on any contractual matters.

12. Warranty:

Supplier 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 and that any professional services associated with the goods, or standalone professional services under \$10,000, shall be performed in a workmanlike and professional manner with the degree of skill and judgment normally exercised by recognized professionals performing services of the same or substantially similar nature. For any goods or services which are, or become defective within twelve (12) months (unless otherwise specified) after date of receipt by City, Supplier shall at no expense to City, at City's election and to City's satisfaction, either remedy any and all defects or replace the defective goods within fourteen (14) days of receipt of the defective goods or accept the defective goods for full credit and payment of any return shipping charges. If replacement cannot be made within the specified time due to extenuating circumstances supplier must document them and provide a timeline for replacement. Supplier shall be fully responsible for any and all warranty work, regardless of third party warranty coverage. Supplier shall furnish additional or replacement parts at the same prices, conditions and specifications delineated herein.

13. Indemnification/Limitation of Liability:

Supplier 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 Supplier, its agents, suppliers, employees, or representatives. Supplier'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. 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 Supplier. 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. Supplier 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 Supplier.

15. Interference:

Supplier shall notify the Director of Purchasing immediately of any condition that may interfere with the performance of Supplier'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:

Supplier 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, Supplier 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 Supplier with no third party beneficiaries.

18. Notice:

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

19. Compliance With Laws:

Supplier 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 Supplier 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:

Supplier or the subcontracted installation firms used by the Supplier shall secure, before delivery of any goods/services, the following insurance covering all operations, goods and services provided to City. Supplier and the subcontracted installation firms 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 Supplier. Supplier 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 Supplier. Risk Management reserves the right to require additional policies and/or limits based on agreement scope of work. Supplier shall provide a copy of this Master Purchase Order to its insurance agent or broker. Supplier may not commence services or work relating to the Master Purchase Order prior to placement of coverage. Supplier certifies that the attached certificates 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 Supplier'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. Supplier'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. Supplier'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 Supplier. Supplier shall include all such entities as insureds under its policies or shall ensure that they all maintain the required coverages. Supplier shall provide proof of insurance for all such entities upon request by City. For Worker's Compensation Insurance, Supplier or the subcontracted installation firms 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. Supplier expressly represents to City, as a material representation upon which City is relying, that none of the Supplier'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. Supplier 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. Supplier or the subcontracted installation firms 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. Supplier 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 Supplier 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 Supplier 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, Supplier'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 Supplier/Ownership of Work Product:

Supplier 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. Supplier 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 Supplier shall become and are the property of City, without restriction.

25. Records and Audits:

Supplier shall maintain for three (3) years after final payment hereunder, all pertinent books, documents, papers and records of Supplier 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:

Supplier 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, marital status, or physical or mental disability; and Supplier shall insert the foregoing provision in any subcontracts hereunder.

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

Supplier shall cooperate and comply with the provisions of Executive Order 94. Violation may result in City terminating this Master Purchase Order or barring Supplier 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 Supplier 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 Supplier 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 Supplier's advertising or public relations materials without first obtaining the written approval of the Director of Purchasing.

31. No Employment of Illegal Aliens to Perform Work Under The Agreement:

a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").

b. The Contractor certifies that:

- (1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
- (2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

- c. The Contractor also agrees and represents that:
- (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
 - (2) It shall 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 an illegal alien to perform work under the Agreement.
 - (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.
 - (4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Contractor 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 the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor will also then 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 illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.
 - (6) It will comply with any 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.

d. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such 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 Contractor from submitting bids or proposals for future contracts with the City.

32. 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 Supplier 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 Supplier or subcontractor and such laborers, mechanics and workers.
- c. The Supplier 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 Supplier and subcontractor shall make such payments to non-construction workers such as janitorial or custodial workers at least twice per month.
- d. The Supplier shall post in a prominent and easily accessible place at the site of the work the scale of wages to be paid by the Supplier and all subcontractors working under the Supplier.
- e. If the Supplier 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 Supplier until the Supplier furnishes the Auditor evidence satisfactory to the Auditor that such wages so required by the contract have been paid.
- f. The Supplier 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 Supplier or subcontractors.
- g. The copy of the payroll record shall be accompanied by a sworn statement of the Supplier 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 Supplier 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 Supplier 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 Supplier 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 Supplier, suspend or terminate the Supplier'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 Supplier and any sureties shall be liable to the City for any excess costs occasioned the City thereby.

33. FEDERAL PROVISIONS:

Where the source of the funds, directly or indirectly for this Purchase Order is the Federal Government, the Supplier agrees to the applicable provisions set out below. The Supplier shall be responsible for determining which terms are applicable to its products and/or services.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE Contractor 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** Contractor 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** Contractor 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** Contractor 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** Contractor 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** Contractor 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.). Contractor 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 Contractor 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** Contractor 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 Contractor 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. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

This Master Purchase Order is acknowledged and agreed to by:

Supplier Name: Office Scapes
(Company Name)

By: Pauline Bergell
(Authorized Signature)

Print Name: Pauline Bergell

Title: VP, Sales + Design

Date: 4/3/19

City & County of Denver, Purchasing Division

By: Janell Schafer

Print Name: Janell Schafer

Title: Senior Buyer

Date: 4/1/2019

EXHIBIT "A"

Supplier: Officescapes of Denver LLLP
Title: On-call Furniture, Ancillary Fixtures, and Related Services

It is recommended that you use your Supplier Contract No. SC-00003206, in all future correspondence and/or other communications.

Category One : Supplier Qualifications determined by RFQ 15981. Purchases pursuant to DRMC 20-64.5 through cooperative purchasing vehicles.

Category Two: Purchases pursuant to DRMC 20-64.1 through Formal Proposal 15981 "Wellington Webb Restack Project"

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, the parties hereto mutually agree as follows:

The City, through its Department of General Services, wishes to secure Furniture Fixtures and Equipment (FFE) and associated services in the categories of furniture, ancillary fixtures and related installation and design services to support City and County of Denver owned Facilities on an "as needed" basis.

The Supplier shall provide FFE and related services as assigned by written purchase order, on an as-needed basis, in accordance with the terms and conditions of this Agreement.

The Supplier represents that it is an authorized distributors of product lines in the State of Colorado, and that the Supplier has the present capacity, experience and qualifications to perform for the City in connection with the planning, design, specification, furnishment, and installation of material goods for various City projects, as specified in this Agreement;

In response to the City's Request for Qualifications, the firm submitted a Proposal for such good and services in relation to. The Vendor and the City have negotiated a tiered pricing schedule for materials that the vendor is the sole local authorized distributor and rates for the associated services, copies of which are attached hereto and incorporated in the attached Pricing Exhibit.

REQUIREMENTS BY CATEGORY

INCLUSIONS:

This Master Purchase Agreement is for providing and installing (as applicable) office furniture. The award includes the following two (2) furniture purchase categories:

1. **Category One:** On-Call City Projects
2. **Category Two:** Wellington Webb Building Project (Demountable Walls and Private Offices)

For the purpose of this contract the City and County of Denver defines Modular Office Furniture as furniture made up of independent work surface and storage units with panels used as end panels or space dividers. It includes all modular furniture components that collectively are required to complete a workstation. It includes any purchases that will involve coordinating additional telecommunication and or electrical installation or adjustment.

CATEGORY ONE- ON-CALL CITY PROJECTS:

Six Million Dollars (\$6,000,000) is of the contract's maximum spend is reserved for category one purchases.

For any single purchase request exceeding \$250,000.00 regardless of requesting agency, prior authorization from the General Services Purchasing Division is required.

Agencies may contact vendor(s) directly for purchases that are minor furniture moves additions or changes (furniture within same work area for 3 or fewer people). They may also contact the vendor directly for non-modular furniture requests. This category includes monitor arms, task seating, lounge, guest seating, and non-modular case goods.

All purchases in this area shall be initiated by agencies requesting a proposal from the supplier for the City and County of Denver. Pricing and specifications are subject to change in conjunction with updates to the cooperative purchasing agreements and price lists.

Agency representatives who are not authorized project managers, designers or space planners in must initiate projects through the Purchasing Division prior to engaging with any on-call vendors in the following scenarios:

- Adding or moving people/office equipment including new employees (furniture within same work area for 4 or more people)
- Change in use of occupied space
- Construction
- Space planning, Design, and Architectural Services

Agency representatives who are authorized project managers, designers, or space planners must initiate projects through the Purchasing Division for approval prior to purchase order initiation and contract for all purchases with a FFE budget in excess of \$250,000. Regardless of price the GS Purchasing Division must be engaged for all projects in new buildings or for product categories not awarded under this contract including but not limited to: Hospitality grade Furnishing, Healthcare Grade Furnishing, Modular Wall Systems etc.

All Purchases must meet the following requirements unless a waiver is granted in writing from the Chief Procurement Officer:

- No more than 20% of a project's products are Manufacturer Product lines without any valid cooperative agreement.
- 60% or more of purchased product is manufacturer lines where the supplier is the sole local authorized distributor.

CATEGORY TWO-WELLINGTON WEBB BUILDING PROJECT (DIVISION OF REAL ESTATE ONLY):

Per the results of Formal Proposal 15980, Category Two is strictly for The Webb Standard Restack and is for workstations for staff members including but not limited to systems, storage, desks, tables, benching, and associated seating. Lounge and Conference Typicals are allowed.

1. CONTRACT DOLLARS RESERVED:

1.1. Fourteen million dollars (\$14,000,000) of this contract is reserved for the Wellington Webb Restack

. 2. PRICING DISCOUNTS FOR WEBB:

- 2.1. All discount percentages for the Webb Restack project are firm and fixed until December 31st, 2023. All orders are subject to current list prices at the time of order entry.
3. EXCLUSIONS FROM THIS AWARD:
 - 3.1. Demountable Wall Systems are not part of this award. Any purchase order for items for these office areas are not authorized and the City and County of Denver reserves the right to withhold payment and reject all goods.
4. SUPPLIER DISPOSAL OF EXISTING FURNISHING:
 - 4.1. For Disposal of Furnishings per floor supplier shall not exceed a charge of more than \$39,877.00 for the disposal existing workstation items.
 - 4.2. Officescapes shall provide a biannual report to the contract buyer detailing disposition strategy, execution, and costs. Officescapes shall also provide reporting regarding salvaging value. This shall include a fully transparent auditing report of all activity related to capturing financial value for resale/reuse of City & County of Denver existing product. This includes documentation regarding detailed, comprehensive local, regional and national marketing plan to bring the highest value at the right time when the City and County of Denver is ready to release the assets.
5. FINAL INSPECTION:
 - 5.1. Final inspection of all furnishing and the certification that all product meets City standards is required for receipt of goods and payment of invoices.
 - 5.2. If the City & County of Denver is not completely satisfied with any piece of furniture that deviates in any way from the approved.
6. LABOR SERVICES GUARENTEE:
 - 6.1. Supplier guarantees every labor work order to meet City & County of Denver's total satisfaction. The City & County of Denver shall not pay for labor that falls outside of the specified project request.
7. POST PROJECT SERVICES:
 - 7.1. If not completely satisfied with any labor work order for 12 months following move-in, Officescapes shall credit the related labor invoice in full (both the original labor work order as well as the re-work to fix).

OVERALL REQUIREMENTS REGARDLESS OF CATEGORY

NON-OBSCELENCE:

Steelcase will make available the product lines Answer, or comparable items which substantially maintain same function, for a period of 10 years, beginning December 2018 and ending December 2028, except as set forth below.

Exceptions: Steelcase reserves the right to make modifications to the product line identified above. Such modifications will be made with consideration for the functional and aesthetic characteristics of the product line. This commitment to availability does not guarantee lead times, prices, or surface materials and will not be extended by renewal of any agreement between Steelcase or any Steelcase dealer and the customer, including any automatic renewal provisions.

Steelcase will make the following finishes available (or comparable items which substantially maintain the same function) for the time frame specified below. Fabric availability cannot be guaranteed.

Exceptions: Steelcase reserves the right to make modifications to the finishes specified in this document. Such modifications will be made with consideration for the functional and aesthetic characteristics of the finish. This commitment to availability does not guarantee lead times, prices or ordering procedures and will not be extended by the renewal of any agreement between Steelcase or any Steelcase dealer and the customer, including any automatic renewal provisions.

- 7239 Midnight is guaranteed to be available as a standard at least until 2025
- 7246 Midnight Metallic is guaranteed to be available as a standard at least until 2025
- 7360 Merle is guaranteed to be available as a standard at least until 2025

- Ash Noce (laminated and edgebanding) is guaranteed to be available as a standard at least until 2025.

COOPERATIVE AGREEMENTS AS PURCHASING VEHICLES:

Any cooperative contract agreement used as a purchase vehicle must receive prior authorization from the Purchasing Division. Cooperative Contract vehicles can be added to the dealer's offerings on a quarterly basis and according to the schedule below. When submitting cooperative pricing agreements for consideration, Dealer must provide purchasing with a copy of the original agreement, pricing discounts and expirations, a notice indicating pricing advantages of the cooperative agreement.

When product is no longer available through a cooperative agreement, dealer must notify the Purchasing Division that the contract vehicle is no longer viable.

WARRANTY:

All warranties on product are standard and shall match the manufacturer warranties for each product.

Supplier shall take the following action to solve warranty issues:

1. Upon notification, customer service staff will schedule a technician or installer to assess the warranty claim.
2. Customer service shall make contact within 3 business days and schedule service as needed according to the urgency of the required repair and technician availability.
3. If the issue is 'labor only' with no additional materials needed for repair the service technician or installer will repair the problem at the initial site call.
4. If required, parts shall be ordered and expedited delivery provided.
5. When parts have been received, the customer service staff will schedule a time with the customer contact for the product to be repaired.
6. Supplier shall handle all interactions with the manufacturer and document all necessary information to execute warranty claims

PURCHASE ORDER ISSUANCE:

Supplier shall not proceed with any work until a valid Purchase Order is issued in the amount specified.

PROGRAM AND BUDGET:

The Supplier agrees to discuss the City's program and budget for each assigned task with the Project Manager and further agrees, unless it has notified the City in writing that the task cannot be accomplished within such budget, to accomplish the task within the intent of the program and final proposal cost. Should the Supplier determine that an assigned task cannot be accomplished within the final proposed cost, the Supplier shall immediately notify the Project Manager, in writing. Any modifications to proposed price must be approved by a written modification to the original agreed upon purchase order amount.

Supplier shall prepare a proposal with a maximum estimated fee for a particular task. Supplier agrees to complete the task within the limits of the approved final proposal cost, unless otherwise modified by the City.

REPORTING REGARDING LOCAL EMISSIONS ETC:

Officescapes shall provide as applicable by manufacturer's cooperation on a biannual basis Environmental Metrics Reporting in regards to product selection, lifecycle cost, and sustainability components. Reports shall be due by the 5th June and the 5th of January.

Samples of environmental report below:

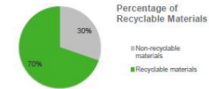
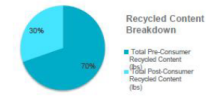
SUSTAINABILITY

ENVIRONMENTAL METRICS REPORTING

Steelcase can provide Environmental Metrics Reports that measure the environmental aspects of Steelcase product mixes. Using past purchases or proposed product mixes, data provided can be used to support a customer's environmental goals and analyze potential contributions to LEED, IAQ, BIFMA e3 level, and Cradle to Cradle.

Environmental Metrics Summary

Weight (lbs)	TOTALS
Total Weight (lbs)	219,600
Recycled Content (lbs)	100,900
Total Pre-Consumer Recycled Content (lbs)	70,400
Total Post-Consumer Recycled Content (lbs)	30,600
Adjusted Sum (for rounding)	100,900
Total Potential Waste Diverted from Landfill (lbs)	153,200
Potential Contribution to LEED Projects	100%
Potential SCS Indoor Air Quality Certified or Equivalent	97%
Potential BIFMA LEVEL Certified	92%
Potential Cradle to Cradle Certified	79%



Percentages based on total purchase price
 *Recycled content may be calculated using British Thermal Unit (BTU) calculations, per LEED 2009
 **Product certifications (SCS, Green, and SCS Indoor Advantage) are listed as Potential as some materials may not qualify as recycled or virgin components
 ***The LEED 2009 or GreenGuard or IAQ Gold, Office environments such as desks, tables, chairs, floor, furniture, wood panels, metal or plastic items such as lighting, and other accessories are excluded
 Calculations of recycled content are based on data provided by suppliers and other available information. This data may include lifecycle analysis, origin or other lifecycle based information. Recycled content percentage assumptions when calculating this information to provide the most accurate recycled content calculations possible but variations in market conditions or manufacturing processes may result in higher or lower content. This document will be reviewed and updated periodically and is subject to change without notice.
 This data is consistent with applicable regulations. Recycled calculations are based on the materials having product identifiers that allow tracking. Our calculation of the ability to disseminate the products and the actual sustainability of recycling services in the markets where the products are used.

SUSTAINABILITY

ENVIRONMENTAL METRICS REPORTING

1-1-2017 - 12-31-2017	Quantity	Total Weight (Lbs)	Recycled Content (Lbs)	Pre-Consumer Recycled Content per Unit (%)	Pre-Consumer Recycled Content per Unit (Lbs)	Post-Consumer Recycled Content per Unit (%)	Post-Consumer Recycled Content per Unit (Lbs)	Total Pre-Consumer Recycled Content (Lbs)	Total Post-Consumer Recycled Content (Lbs)	Potential Total Waste Diverted from Landfill (Lbs)	Potential Total Recycled Content (Lbs)	Total Recycled Content for Project (Lbs)	Total Recycled Content for Project (%)	Potential SCS Indoor Advantage™ Certified per LEED®	Potential Cradle to Cradle Certified™	Potential BIFMA LEVEL Certified™	Potential Contribution to LEED®	Product potential to meet "Waste Challenge"
Acrylic Seating Task Chair	450	23,550	6,307	26%	4.44	2,022.57	45%	2,022.57	3,680.12	97%	20,260.12	4,857.67	24%	-	Yes	Yes	Yes	Yes
Aveser - BIFMA typical open pipe workstation	254	95,653	41,404	43%	161.90	39,716.48	19%	11,859.23	71%	68,118.77	19,222.08	19,550.88	28%	-	Yes	Yes	Yes	Yes
Aveser - BIFMA typical open pipe workstation	3	1,083	523	48%	159.00	353.00	17%	183.80	71%	770.78	248.00	248.00	28%	-	Yes	Yes	Yes	Yes
Carroll Paper Table	1	42	18	43%	14.00	15.36	8%	2.41	33%	33.74	2.38	11.67	35%	-	Yes	Yes	Yes	Yes
Case	60	287	45	15%	1.48	14.88	17%	39.80	100%	701.81	24,021	24,021	99%	-	Yes	Yes	Yes	Yes
Chaircase stool	3	81	31	38%	-	-	2%	0.20	0.20	0.20	0.20	0.20	10%	-	Yes	Yes	Yes	Yes
Ellipse Transaction Shelf	50	1,280	1,280	100%	25.17	1,258.33	4%	66.47	100%	129.34	3.21	953.33	78.20	Yes	Yes	Yes	Yes	Yes
Empower - Rectangle Table	10	770	536	69%	53.20	480.00	8%	41.99	34%	174.76	19.54	513.06	65%	-	Yes	Yes	Yes	Yes
High Density Storage	80	11,900	1,960	16%	180.76	9,129.24	7%	893.74	45%	6,872.50	5,683.11	6,290.79	91%	-	Yes	Yes	Yes	Yes
Jerry Seating - Armless	20	844	24	3%	1.14	22.80	2%	2.29	27%	228.00	3.24	17.29	8%	-	Yes	Yes	Yes	Yes
L-360 Plus	4	388	72	19%	3.30	31.80	10%	40.20	80%	314.38	17.22	-	-	Yes	Yes	Yes	Yes	Yes
Leap Task Seating - Aluminum	20	324	324	100%	2.85	57.00	20%	177.20	84%	885.97	156.32	146.32	16%	-	Yes	Yes	Yes	Yes
Lighting - Adjustable	176	348	174	49%	0.19	33.49	15%	26.98	77%	397.20	127.24	-	-	Yes	Yes	Yes	Yes	Yes
Organization Work Table - Under Seating	3	3	0	0%	-	-	0%	-	0%	0%	0%	0%	0%	-	Yes	Yes	Yes	Yes
Organization Work Table - Seated	1	3	0	0%	-	-	0%	-	0%	0%	0%	0%	0%	-	Yes	Yes	Yes	Yes
Organization Worktable - Seated	3	60	3	5%	0.80	1.20	5%	1.80	100%	30.87	3.00	-	-	Yes	Yes	Yes	Yes	Yes
Player Seating	100	3,471	811	23%	67.20	273.00	16%	273.00	100%	2,658.00	881.20	881.20	33%	-	Yes	Yes	Yes	Yes
RDU Worktable	8	88	8	9%	1.10	7.60	2%	1.60	100%	20.00	4.80	-	-	-	Yes	Yes	Yes	Yes
ST-3000 Plus	229	4,832	1,405	29%	6.14	662.66	16%	1,294.69	80%	3,537.31	2,842.66	-	-	-	Yes	Yes	Yes	Yes
Universal Bin and Shelves - Overhead (in technical service)	77	17,863	5,673	31%	7.28	1,756.28	24%	4,149.28	100%	17,374.64	5,603.68	-	-	-	Yes	Yes	Yes	Yes
Universal Storage - 4 drawer	9	1,444	485	34%	18.30	144.00	24%	345.80	80%	1,428.18	450.00	-	-	-	Yes	Yes	Yes	Yes
Universal Storage - Cabinet with 4 Adjustable Shelves	9	1,424	598	42%	18.36	186.84	24%	450.24	80%	1,490.96	598.24	-	-	-	Yes	Yes	Yes	Yes
Universal Storage - Cabinet with 4 Adjustable Shelves	1	18	4	22%	3.00	1.50	24%	4.50	80%	15.00	4.50	-	-	-	Yes	Yes	Yes	Yes
Universal Storage - Pedestal, Fixed, Chair	84	12,600	1,407	11%	1.67	1,381.00	24%	3,024.00	100%	12,930.34	4,007.25	-	-	-	Yes	Yes	Yes	Yes
Universal Storage - Pedestal, Fixed, Chair	89	8,730	1,029	12%	3.78	513.24	24%	1,280.68	80%	8,709.32	1,001.50	-	-	-	Yes	Yes	Yes	Yes
Universal Storage - Pedestal, Mobile	80	7,700	1,801	23%	2.25	750.00	24%	1,800.72	80%	7,800.28	2,400.00	-	-	-	Yes	Yes	Yes	Yes
Universal Storage - Worktable, Cabinet, One	9	1,488	678	46%	21.23	198.47	24%	480.00	100%	1,500.00	660.00	-	-	-	Yes	Yes	Yes	Yes
Universal Tables	9	313	227	72%	28.28	203.29	10%	10.27	80%	86.87	188.00	-	-	-	Yes	Yes	Yes	Yes
Universal Worktable	714	39,448	10,887	28%	15.71	20,887.08	5%	-	1%	380.34	-	10,473.43	27%	-	Yes	Yes	Yes	Yes
Universal Worktable Support Legs	300	1,892	284.00	15%	0.80	240.00	21%	630.00	100%	1,850.00	654.16	-	-	-	Yes	Yes	Yes	Yes
Total	2,339	216,585	100,879	47%	76.297	76,297	19.874	153,229	64,228	91,839	1,898	-	-	-	-	-	-	575,289.14

The products, quantities and recycled content data listed above have been matched against the actual purchased product, and represent the data reported to the Environmental Metrics Summary on tab titled "Summary" below
 Steelcase

QUOTATION:

All proposals shall indicate quantities, catalog number, unit price, extended price and Webb discount per line item. "Quote to" and "Ship to" shall be the agency contact. The buyer is not to be listed in either entry. The agency requester shall also be the primary contact for all invoicing and payments. Supplier shall also include with all quotation proposals the 2D floorplan with quantities and location of item called out.

Below is a standard example of Quotation



Denver 303.574.1115
 Colorado Springs 719.574.1113
 Ft. Collins 970.223.5959
 Fax 303.574.1116 Fax 719.574.1133 Fax 970.223.5858

Remit to: OfficeScapes
 P.O. Box 975066
 Dallas, TX 75397-5066
 Fed ID 45-2585316

Quotation

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Quote	Quote Date	Customer Order	Customer	Account Representative	Project
499892	02/23/18		DEN028	Alison Datema	26935

Quote To

Janell Schaffer
 City & County of Denver
 201W Colfax Ave
 Dept 412
 Denver, CO 80202

Ship To

Janell Schaffer
 City & County of Denver
 201W Colfax Ave
 Dept 412
 Denver, CO 80202

Phone 720.913.8109

Phone 720.913.8109

Terms 50% Ord, net 10 Inv

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
1	17	GPSS48 STEELCASE Panel-Wall, Solid, Standard, 48W SURF-1 :7243 SEAGULL SURF-2 :7243 SEAGULL OPTIONS ** OPTIONS ** CEIL HGT *OPT:CEILING HEIGHT 10FT 0IN 10 FT 0 INCH (120" TOTAL) POST EXT *OPT:POST EXTENSION RECESSED RECESSED PWRCOMMOPT *OPT:POWER AND COMMUNICATION OPTION 3+1 PWR 3+1 BASE HGT BASE HEIGHT POWER POWER Tag For W48/120	541.09 1,488.00 63.64%	9,198.53
2	30	GPSS48 STEELCASE Panel-Wall, Solid, Standard, 48W SURF-1 :7243 SEAGULL SURF-2 :7243 SEAGULL OPTIONS ** OPTIONS ** CEIL HGT *OPT:CEILING HEIGHT 10FT 0IN 10 FT 0 INCH (120" TOTAL) POST EXT *OPT:POST EXTENSION	467.27 1,285.00 63.64%	14,018.10

FINAL INSPECTION:

Final inspection of all furnishing and the certification that all product meets City standards is required for receipt of goods and payment of invoices.

If the City & County of Denver is not completely satisfied with any piece of furniture that deviates in any way from the items specified on the Purchase Order and related proposal, the vendor shall provide remedy to any discrepancy.

LABOR SERVICES GUARENTEE:

Supplier guarantees labor work order to meet City & County of Denver's total satisfaction.

INSTALLATION MANAGEMENT:

1. If installation is required:
 - a. Delivery Scheduling
 - i. Delivery shall be sequenced to ensure receiving and installation by phase. Supplier shall maximize efficiency, streamline delivery, minimize site logistic issues and ensure effective partnership with other on-site trades. Supplier shall utilize color coding to provide flexibility in altering City Representative delivery schedules as requested.
 - b. External Status Report
 - i. Supplier shall provide weekly meeting minutes to capture tasks by owner and deadline.
 - c. Punch: Process and Measurement
 - i. Internal pre-punch shall be performed by the Supplier crew to reconcile in advance of final review by City Representative.
 - ii. Supplier shall maintain and measure aggressive targets for the completion of projects and shall track all open-issues companywide by customer, Project Manager, and days outstanding. All information shall be communicated with our delivery planning reports.

SUBCONTRACTORS AND SUBCONSULTANTS:

All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Consultant. Consultant shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Consultant agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

PROFESSIONAL RESPONSIBILITY; PROJECT REQUIREMENTS FOR SERVICES IN RELATION TO THE PURCHASE OF FFE:

All of the work performed by the Supplier under this Agreement shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform work of a nature similar to the Work described in this Agreement.

The Supplier agrees to strictly conform to and be bound by written standards, criteria, budgetary considerations and memoranda of policy furnished to it by the City and further agrees to design and engineer each project in compliance with applicable laws, statues, codes, ordinances, rules and regulations, and industry standards.

All professional services, plans and specifications and other work, or deliverables related to the purchase of materials shall be adequate and sufficient for their intended purpose.

All drawings, specifications and other products shall be prepared so that the Project, when constructed in accordance with such drawings and specifications, is in compliance with all applicable laws, statutes, codes, ordinances, rules, regulations and executive orders of the City, state and federal government.

Any design changes required by changes in such applicable laws, statutes, codes, ordinances or rules and regulations of the City, state or federal government, which are enacted after the City's acceptance of Construction Documents, will be outside the scope of the Supplier's basic services and basic fee, and will be compensated for approval as an additional service, subject to the additional services budget for that project.

The Supplier shall prepare the plans, specifications and other documents as requested in a format that complies with all City, state and federal requirements.

It shall be the Supplier's responsibility to contact the reviewing agencies to determine the acceptable format for the final documents. No documents will be considered final until approved by the City, even though any responsible federal and state agencies have approved such documents.

Without limiting the foregoing, unless it is specifically directed otherwise in writing, the Supplier shall produce plans and Record Documents using AutoCAD and comply with applicable CAD Standards. An electronic copy of all final project documents, filed using CPM standard directory structure, shall be delivered to the Project Manager on completion of the Work. Final payment will be held until the receipt of the Record Documents and electronic documents. The City reserves the right to proceed with the construction of each project using either the City's standard general contractor bidding approach, on call contractors or other construction management techniques. The Supplier agrees to organize its Contract Documents for the selected construction technique and coordinate the documents into selected bid packages, as appropriate. The City will notify the Supplier prior to the completion of the Preliminary Design Phase which method will be used and the amount of work or the limits of construction to be included in the proposed bid package(s).

The reports, studies, drawings and specifications and other products prepared by the Supplier under this Agreement, when submitted by the Supplier to the Director and the user agency must represent a thorough study and competent solution as per usual and customary professional standards and shall reflect all architectural and engineering skills applicable to the assigned task.

The Supplier shall provide all professional services required by the City in defending all claims against the City, which relate in any way to alleged default hereunder, errors or omissions of the Supplier or its sub suppliers, without additional compensation.

COORDINATION AND COOPERATION:

The Supplier agrees to perform under this Agreement in such a manner and at such times that the City or any Contractor who has work to perform, or contracts to execute, can do so without unreasonable delay.

Coordination with the City and other involved agencies shall be a continuing work item through all phases of each assigned task. Such coordination shall consist of regular progress and review meetings with the City, work sessions with Project Managers, or as otherwise directed by the City. Such coordination may also include field and office reviews of plans and documents as required during the development of the design for any specific task. If requested, the Supplier shall document conferences and distribute notes to the City.

PERSONNEL ASSIGNMENTS:

The key professional will be assigned by the Supplier or its sub suppliers to provide the goods and services required under this Agreement, as appropriate.

The Supplier's services shall be diligently performed by the regular professional and technical staff of the Supplier. In the event the Supplier does not have as part of its regular staff certain professional Suppliers, then such consulting services shall be performed, with City approval, by practicing professional Suppliers outside of the employ of the Supplier.

The Supplier agrees, at all times during the term of this Agreement, to maintain on its payroll or to have access to through Sub Suppliers, professional design personnel in sufficient strength to meet the requirements of the City.

The hourly rates specified therein include all costs except those specifically referenced as reimbursables in the appropriate hourly rate schedule or authorized in advance by a fully executed written task order.

Prior to designating an outside professional to perform Sub Supplier work, the Supplier shall submit the name of such Sub Supplier, together with a resume of training and experience in work of like character and magnitude of the task being contemplated, to the City and receive prior approval in writing.

If the Supplier or a Sub Supplier decides to replace any of its key professional personnel, the Supplier shall notify the Director in writing of the desired change. No such changes shall be made until replacement personnel are recommended by the Supplier and approved in writing by the Director, which approval shall not be unreasonably withheld.

If, during the term of this Agreement, the Director determines that the performance of approved key personnel or a Sub Supplier is not acceptable, the Director shall notify the Supplier and give the Supplier the time which the Director considers reasonable to correct such performance. Thereafter, the Director may require the Supplier to reassign or replace such key personnel. If the Director notifies the Supplier that certain of its key personnel or a Sub Supplier should be replaced, Supplier will use its best efforts to replace such key personnel or a Sub Supplier within ten (10) days from the date of the Director's notice.

Neither the Supplier nor any Sub Supplier shall have other interests which conflict with the interests of the City. Supplier shall make written inquiry of all of its Sub Suppliers concerning the existence of a potential for such conflict. In unusual circumstances, and with full disclosure to the City of such conflict of interest, the City, in its sole discretion, may grant a written waiver for the particular Supplier or Sub Supplier.

Actions taken by the City under this Article shall not relieve the Supplier of its responsibility for contractual or professional deficiencies, errors or omissions.

The Supplier shall submit to the Director a list of any additional key professional personnel who will perform work under this Agreement within thirty (30) days after this Agreement has been executed, together with complete resumes and other information describing their ability to perform the tasks which may be assigned. Such additional personnel must be recommended by the Supplier and approved by the Director before they are assigned to a specific task.

The Director shall respond to the Supplier's written notice regarding replacement of key professional personnel within fifteen (15) days after the Director receives the list of changes. If the Director or her designated representative does not respond within that time, the changes shall be deemed to be approved.

SUPPLIER PERFORMANCE MANAGEMENT:

Awarded Suppliers are required to furnish a performance report to the buyer on an annual basis, no later than the anniversary date of the applicable Master Purchase Order or City Contract, providing at a minimum the following information:

FOR GOODS

- Total dollar value of purchases
- Total number of transactions by POs issued
- Percentage of items shipped from local stock
- Percentage of items backordered
- Average delivery time for stock material
- Average delivery time for backorders

FOR SERVICES

- Total dollar value of purchases per City Agency
- Total number of transactions per City Agency
- Average response time after receipt of call from the City
- Average time for job completion

FELONY DISQUALIFICATION:

The supplier shall not employ, retain, hire or use any individual that has been convicted of any felony charges as the same is defined under the laws of the State of Colorado in the performance of the services to be rendered and materials to be provided to the City pursuant to this proposal unless the supplier receives prior written permission from the Director of Purchasing. The Director of Purchasing may require that a fidelity bond, or such other assurance in such amount as deemed appropriate, be provided to the City and County of Denver as a condition precedent to the grant of such permission.

AIRPORT SECURITY:

After receiving the contract, the Contractor (or Subcontractor) requiring access to the Controlled Area, Sterile Area, or Secured Area shall become a "Participant" in the Airport Security Program and remain in good standing in order to retain Airport Security privileges.

Participant guidelines are outlined in Rules and Regulations Governing the Denver Municipal Airport System Rules and Regulations Part 20. A Contractor must be sponsored by an Air Carrier, Tenant or by the City and County of Denver. Once a Contractor Company has been sponsored they must designate an Authorized Signatory.

The sponsorship establishes that a Contractor (or Subcontractor) has legitimate business at the Airport. All construction contractors must submit a Participant Sponsorship form signed by their sponsor. A company sponsoring a Participant shall immediately notify Airport Security when any sponsorship is terminated.

A Sub-Contractor Company working under its own entity must be sponsored by a Consulting Company. The Sub-Consulting Company must designate its own Authorized Signatory(s).

Each Participant shall designate an Authorized Signatory to ensure the Participant's compliance with the Airport Security Program and act as the point of contact between the Participant and Airport Security. The Authorized Signatory shall be designated in writing to Airport Security by the Participant.

The Authorized Signatory is responsible for signing and verifying all information on the Denver International Airport Fingerprinting and Badge Applications. All submitted applications must be an original. It is the Authorized Signatory(s) responsibility to ensure that Airport Security maintains valid contact information. The Authorized Signatory must maintain a current and valid Airport Identification Badge.

The security status of the Airport is subject to change without notice. These security requirements are applicable to the current security status of the Airport. Should the security status of the Airport change at any time during the term of the Contract, a written notice shall be issued to the Contractor detailing all applicable security modifications. The Contractor must take immediate steps to comply with those security modifications.

The Contractor shall return to the City, at Contract completion or termination, or upon demand by the City, all access keys and Airport Id Badges issued to it by the City to Controlled Areas, Sterile Areas or Secured Areas of the Airport. If the Contractor fails to return any such Airport Id Badge(s) or Airport Security Key(s) at the Contract completion or termination or upon demand by the City, the Contractor shall be liable to the City for all the City's costs, including the City's labor costs for re-coring doors and any other work which is required to prevent compromise of the Airport security system. In order to collect such costs hereunder, the City may withhold funds in such amount from any amounts due and payable to the Contractor under the Contract.

City and County of Denver



Discount Off List

PROJECT DISCOUNT SCHEDULE	CITY and COUNTY of DENVER WEBB BLDG	CITY and COUNTY of DENVER LOCATIONS Tier 1 1-150K	CITY and COUNTY of DENVER LOCATIONS Tier 2 150K-500K	CITY and COUNTY of DENVER LOCATIONS Tier 3 500K-1M	CITY and COUNTY of DENVER LOCATIONS Tier 4 1M-1.5M
Systems Furniture					
Answer/Universal Worksurfaces/Universal Tables	79.89%	63.03%	67.53%	69.89%	72.75%
Duo Storage for Answer	71.91%	63.25%	66.67%	68.18%	71.91%
Series Benches	59.55%	53.75%	57.76%	58.52%	59.55%
FrameOne	62.50%	53.70%	57.47%	58.52%	59.55%
Divisio Screens	59.24%	51.23%	54.60%	55.11%	56.18%
Answer Beam	78.80%	62.00%	67.53%	69.89%	72.75%
Answer Fence	72.75%	62.00%	67.53%	69.89%	72.75%
Montage	65.17%	60.00%	62.07%	63.07%	64.04%
Avenir, Kick	69.66%	62.00%	63.97%	64.77%	69.66%
Series 9000	71.20%	62.00%	64.37%	67.05%	69.66%
Pathway Post & Beam System	64.04%	59.00%	60.89%	61.33%	61.76%
c:scape	56.18%	51.23%	54.60%	55.68%	56.18%
Univ Privacy Modesty Screen	59.78%	53.00%	55.75%	56.82%	57.87%
TS Worksurfaces	67.98%	61.75%	63.79%	65.34%	67.42%
Private Office					
Elective Elements	64.37%	57.93%	61.49%	62.50%	63.48%
Payback	61.96%	57.00%	58.62%	59.09%	59.55%
Currency	62.50%	57.00%	58.62%	59.09%	59.55%
Answer Freestd Desking	71.91%	63.03%	66.67%	68.18%	71.91%
Kick Frstd Caseg	69.66%	62.00%	63.97%	64.77%	69.66%
FlexFrame	58.03%	55.00%	57.07%	57.56%	58.03%
Lighting					
Lighting : Includes LED Shelf Light, Personal Task Light, Underline Tasklight, Bottomline Task Light: Excludes LED Linear, Standard Lighting and Utility Lighting	56.52%	50.00%	55.17%	55.68%	56.18%
Standard and Utility Lighting	71.91%	64.50%	66.67%	68.18%	71.91%
LED Linear Light	56.11%	50.78%	54.60%	55.11%	55.62%
Storage					
Universal Storage Laminate	75.00%	60.84%	64.37%	67.05%	70.79%
Universal Lateral Files and Pedestals	75.54%	60.84%	64.37%	67.05%	70.79%
Universal Towers	76.22%	60.84%	63.22%	64.77%	67.42%
High Density Storage	79.08%	60.84%	65.52%	68.75%	71.91%
Universal Storage: Includes Storage Accessories, Common tops, Bookcases, Vertical Files, Combination Cabinets, Storage Cabinets	70.11%	60.84%	63.22%	64.77%	67.42%
Universal ITC/OTC Bins/Shelves	71.91%	63.03%	67.24%	69.32%	71.91%
Universal System WKSF-Wood	72.75%	63.25%	67.53%	69.89%	72.75%
200 Series Laterals	65.91%	60.84%	62.64%	63.07%	64.61%
800 and 900 Series Lateral Files, Overfile Cabinets	67.42%	60.84%	63.79%	66.48%	67.42%
Universal Wardrobe Cabinets	67.42%	60.84%	63.79%	64.77%	67.42%
TS Laterals	67.98%	62.38%	63.79%	67.05%	67.98%
TS Fixed Pedestals	67.98%	61.75%	63.51%	67.05%	67.98%
TS Mobile Pedestals, TS Tower Too, TS Underworksurface Laterals, TS Bins and Shelves	67.98%	61.75%	64.66%	67.05%	67.98%
Height Adjustable Tables					
Migration	64.77%	53.50%	59.77%	60.80%	61.80%
Ology Desk	60.67%	51.95%	58.33%	59.66%	60.67%
Adj Tables - Series 9	56.74%	50.00%	54.02%	55.11%	56.18%
Adj Tables - Series 3, Series 5, Series 7	57.87%	50.00%	54.60%	55.68%	57.87%
Adj Tables - Airtouch	62.53%	61.00%	61.67%	62.11%	62.53%
FitWork	53.37%	43.00%	50.57%	51.70%	53.37%
Worktools and Computer Support Tools					
Computer Support Tools-Des	59.24%	52.29%	54.60%	55.68%	56.74%
Organization Worktools	57.87%	52.29%	55.17%	56.25%	57.30%

PROJECT DISCOUNT SCHEDULE		CITY and COUNTY of DENVER WEBB BLDG	CITY and COUNTY of DENVER LOCATIONS Tier 1 1-150K	CITY and COUNTY of DENVER LOCATIONS Tier 2 150K-500K	CITY and COUNTY of DENVER LOCATIONS Tier 3 500K-1M	CITY and COUNTY of DENVER LOCATIONS Tier 4 1M-1.5M
Architectural Products						
Privacy Wall Lite Scale	61.93%		52.87%	54.60%	57.39%	60.11%
Privacy Walls	61.93%		51.00%	55.17%	57.39%	60.11%
V.I.A.	56.18%		51.00%	54.38%	54.90%	56.18%
Low Profile Floor	56.18%		51.00%	54.38%	54.90%	56.18%
Architectural Modular Power	57.30%		51.00%	54.60%	55.68%	57.30%
QT Pro	58.43%		51.00%	54.60%	55.68%	58.43%
Thread Floor Power System	53.41%		44.00%	51.72%	52.84%	53.41%
Pathways Power & Commun.	62.79%		53.09%	57.47%	60.23%	61.80%
RoomWizard 2.0	51.12%		46.50%	49.77%	50.34%	51.12%
Seating						
462 Leap	70.11%		59.75%	63.22%	64.91%	66.57%
Amia, 466 Reply	64.67%		56.00%	58.36%	59.09%	60.67%
466 Reply	64.67%		56.27%	58.36%	59.09%	60.67%
Steelcase Series 1	62.50%		57.00%	59.20%	59.66%	60.11%
490 Move	62.50%		54.00%	57.33%	58.66%	59.97%
cobi	61.41%		53.61%	55.75%	56.25%	57.87%
Shortcut	62.61%		57.00%	57.70%	58.64%	59.55%
Scoop Stool	60.87%		57.00%	57.70%	58.64%	59.55%
453 Criterion	64.61%		62.00%	63.75%	64.16%	64.56%
SILQ Seating	57.30%		52.74%	55.46%	56.25%	57.30%
i2i	57.30%		53.00%	55.17%	55.68%	57.30%
487 Cachet Seating	57.87%		54.00%	56.47%	56.97%	57.87%
Q Vi	57.87%		54.00%	56.47%	57.10%	57.87%
Think - Task	61.24%		56.00%	58.62%	59.66%	61.24%
Gesture	61.80%		54.00%	58.62%	59.66%	61.80%
464 Leap Work Lounge	55.24%		52.00%	54.21%	54.73%	55.24%
Max Stacker III	61.80%		59.00%	60.89%	61.33%	61.76%
Siento Seating	56.18%		51.83%	54.60%	55.11%	55.62%
Sawyer	59.55%		57.00%	58.62%	59.09%	59.55%
Lounge, Collaborative, and Meeting spaces						
media:scape and media:scape lounge	53.26%		45.00%	49.60%	50.57%	51.69%
media:scape Lounge	53.26%		45.00%	49.60%	50.57%	51.69%
Brody Lounge Seating	54.49%		45.00%	50.57%	52.27%	53.93%
Campfire Collection	60.87%		57.00%	57.70%	58.64%	59.55%
Umami	55.98%		47.00%	50.86%	52.27%	53.93%
B Free - Collection	52.81%		48.00%	51.15%	51.70%	52.25%
Coalesse, Includes, Lessthanfive, Masaud Collection, Montero650, Potrero415, Hosu Lounge, Lagunitas, Bindu, Enea Collection, Bob Collection, Thoughtful Lounge, Millbrae,	52.50%		50.00%	51.01%	51.57%	52.12%
Node and Node Health	57.87%		54.50%	56.32%	56.82%	57.87%
Turnstone Smoke, Tour, Alight	59.55%		57.00%	57.70%	58.64%	59.55%
Groupwork	61.96%		57.00%	58.62%	59.09%	59.55%
eno Accessories and Whiteboards	58.00%		50.83%	55.17%	56.25%	57.87%
eno Whiteboards	58.00%		50.83%	55.17%	56.25%	57.87%
Premium Whiteboard	53.65%		50.00%	52.59%	53.13%	53.65%
Verb	57.87%		55.00%	56.55%	57.05%	57.53%
Trash and Recycling						
Victor2	58.99%		51.83%	55.17%	57.39%	58.99%
Health Care						
Health Care: Includes Surround, Cura, Empath, Leela, Mineral, Overbed tables, Pocket, Tava, Ainsley, Chart Box, Davenport, Exchange Tables, Folio, Opus, Park, Regard, Senza, Sonata, Sync, Waldorf, Convey	51.97%		47.00%	49.96%	50.88%	51.97%
Balance of Wood: Walden, Garland, Impact, and Convene	55.62%		51.83%	54.60%	57.07%	58.02%
Balance of Turnstone: Bivi, Clipper Screens, Bassline and Simple Tables, Jenny	59.57%		57.00%	57.24%	57.73%	58.20%
ESI						
Edge Monitor Arms, Power Module	61.96%		55.00%	55.00%	55.00%	55.00%