

1 BY AUTHORITY

2 ORDINANCE NO. \_\_\_\_\_

COUNCIL BILL NO. \_\_\_\_\_

3 SERIES OF 2010

COMMITTEE OF REFERENCE:

4 BUSINESS, WORKFORCE & SUSTAINABILITY

5 A BILL

6 For an ordinance approving a proposed Purchase Order between the City and  
7 County of Denver and ADB Airfield Solutions, LLC for LED Taxiway In-Pavement  
8 Light Fixtures at Denver International Airport.

9  
10 **BE IT ENACTED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER:**

11 **Section 1.** The proposed Purchase Order between the City and County of Denver and  
12 ADB Airfield Solutions, LLC in the words and figures contained and set forth in that form of  
13 Purchase Order filed in the office of the Clerk and Recorder, Ex-Officio Clerk of the City and  
14 County of Denver, on the 30th day of September 2010, City Clerk's Filing No. 10-998 is  
15 hereby approved.

16  
17 COMMITTEE APPROVAL DATE: September 24, 2010.

18 MAYOR-COUNCIL DATE: September 28, 2010.

19 PASSED BY THE COUNCIL \_\_\_\_\_ 2010

20 \_\_\_\_\_ - PRESIDENT

21 APPROVED: \_\_\_\_\_ - MAYOR \_\_\_\_\_ 2010

22 ATTEST: \_\_\_\_\_ - CLERK AND RECORDER,  
23 EX-OFFICIO CLERK OF THE  
24 CITY AND COUNTY OF DENVER

25 NOTICE PUBLISHED IN THE DAILY JOURNAL \_\_\_\_\_ 2010; \_\_\_\_\_ 2010

26 PREPARED BY: John M. Redmond; *JR* DATE: September 30, 2010

27 Pursuant to section 13-12, D.R.M.C., this proposed ordinance has been reviewed by the office of  
28 the City Attorney. We find no irregularity as to form, and have no legal objection to the proposed  
29 ordinance. The proposed ordinance is submitted to the City Council for approval pursuant to §  
30 3.2.6 of the Charter.

31 David R. Fine, City Attorney

32 BY: \_\_\_\_\_, \_\_\_\_\_ City Attorney

33 DATE: September 30, 2010

# Purchase Order

DO NOT INVOICE TO THIS ADDRESS  
 City and County of Denver  
 Purchasing Division  
 201 West Colfax Avenue Dept: 304  
 Denver CO 80202  
 United States  
 Phone: 720-913-9100 Fax: 720-913-8101



Purchase Order	Date	Revision	Page
PLANR-0000010417	02/18/2010		1 of 4
Payment Terms	Freight Terms	Ship Via	
Net 30	DESTINATION	Common	
Buyer	Phone	Origin	
Kenton Janzen	303-342-2157	RER	

Vendor: 0000082971 Phone: Fax:

ADB AIRFIELD SOLUTIONS LLC  
 977 GAHANNA PK'WY  
 COLUMBUS OH 43230  
 United States

Ship To:  
 DIA Maintenance Center  
 27500 East 80th Avenue  
 Denver CO 80249  
 United States

Bill To:  
 Denver International Airport  
 8500 Pena Boulevard  
 Room 8570  
 Denver CO 80249-6340  
 United States

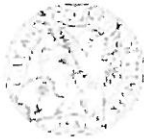
866-01

Tax Exempt? Y Tax Exempt ID: 98-02690-000

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	L-852D LED, Y-089, NO H, 1 CDST, 12", W/AK		728.00	EA	424.01	308,674.28	03/09/2011
						<u>Schedule Total</u>	<u>308,674.28</u>
						<u>Item Total</u>	<u>308,674.28</u>
						Req ID: 00126834	
2- 1	L-852C LED, Y-089, NO H, 1 CDST, 12", W/AK		18.00	EA	384.73	6,926.04	03/09/2011
						<u>Schedule Total</u>	<u>6,926.04</u>
						<u>Item Total</u>	<u>6,926.04</u>
						Req ID: 00126834	
3- 1	L-852D LED, G-089, NO H, 1 CDST, 12", W/AK		451.00	EA	424.01	191,248.31	03/09/2011
						<u>Schedule Total</u>	<u>191,248.31</u>
						<u>Item Total</u>	<u>191,248.31</u>
						Req ID: 00126834	
4- 1	L-852C LED, G-089, NO H, 1 CDST, 12", W/AK		14.00	EA	384.73	5,386.92	03/09/2011
						<u>Schedule Total</u>	<u>5,386.92</u>
						<u>Item Total</u>	<u>5,386.92</u>
						Req ID: 00126834	
5- 1	L-852D LED, Y-G, NO H, 1 CDST, 12", W/AK		7.00	EA	603.27	4,219.30	03/09/2011
						<u>Schedule Total</u>	<u>4,219.30</u>
						<u>Item Total</u>	<u>4,219.30</u>
						Req ID: 00126834	
6- 1	L-852C LED, Y-G, NO H, 1 CDST, 12", W/AK		3.00	EA	516.62	1,549.86	03/09/2011
						<u>Schedule Total</u>	<u>1,549.86</u>
						<u>Item Total</u>	<u>1,549.86</u>
						Req ID: 00126834	
7- 1	L-852D LED, G-G, NO H, 1 CDST, 12", W/AK		372.00	EA	604.40	224,836.80	03/09/2011
						<u>Schedule Total</u>	<u>224,836.80</u>
						<u>Item Total</u>	<u>224,836.80</u>
						Req ID: 00126834	

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Purchase Order	Date	Revision	Page
PLANE-0000010412	08/12/2010		4
Payment Terms	Freight Terms	Ship Via	
Net 30	DESTINATION	Common	
Buyer	Phone	Origin	
Kenton Jansen	303-342-2193	REG	

Dispatch via Print

Vendor: 000082971 Phone: Fax:

ADB AIRFIELD SOLUTIONS LLC  
 977 GAHANNA PKWY  
 COLUMBUS OH 43230  
 United States

Ship To:  
 DIA Maintenance Center  
 27500 East 80th Avenue  
 Denver CO 80249  
 United States

Bill To:  
 Denver International Airport  
 8500 Pena Boulevard  
 Room 8870  
 Denver CO 80249-6340  
 United States

Tax Exempt? Y Tax Exempt ID: 98-02890-000

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt.	Due Date
8- 1	L-8530 LED, G-G, NO H, 1 CDS1, 12", W/AK		428.00	EA	537.53	229,634.84	03/09/2011
Schedule Total						229,634.84	
Req ID: 00126834						Item Total	229,634.84
9- 1	L-8530 LED, G-G, NO H, 2 CDS1, 12", W/AK		27.00	EA	759.67	20,251.89	03/09/2011
Schedule Total						20,251.89	
Req ID: 00126834						Item Total	20,251.89
10- 1	LED G-852 Y/Y 2 CORDSET		25.00	EA	736.45	18,411.25	03/09/2011
Schedule Total						18,411.25	
Req ID: 00126834						Item Total	18,411.25

This PO is for various 12" runway/taxiway lights in different configurations as outlined in detail in quote E016622 dated 8/17/10. Line items 7 and 8 are being purchased in accordance with formal proposal 6582. All other line items of this PO are being purchased pursuant to the Provisions of Section 20-64(A)(4) of the Revised Municipal Code with pricing in accordance with formal proposal 6582. Partial shipments are hereby approved. Contact person at DIA is Robert Randall at 303-342-2926. This Purchase Order is contingent upon approval by City Council as required by 3.2.6(c).

Total PO Amount 190,339.53

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

This Purchase Order, the General Conditions of Purchase and any exhibits attached hereto shall constitute the entire agreement between City and County of Denver (the "City") and Vendor (the "Vendor") and supersede any other prior written or oral understandings concerning the matters herein. Vendor acknowledges and agrees by accepting this Purchase Order:

a) that any additional or different provision(s) that may appear in any Vendor document are null and void and b) that Vendor agrees to be bound by all of the terms and conditions herein.

**GENERAL CONDITIONS OF PURCHASE:**

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

2. Inspection and Acceptance: Vendor shall perform all services in accordance with the standards 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 reveals goods/services that are defective or do not meet specifications, nor repairability 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 variant, claim, (2) repair and/or replace the goods or substitute other services at Vendor's expense, or (3) reject and return the goods at Vendor's cost and/or reject the services at Vendor's expense for full credit. Any rejected goods/services are not to be reloaded without written authorization from City, and any such replacement shall be on the same terms and conditions contained in this Purchase Order.

3. Shipping, Taxes, and Other Credits and Charges: Vendor shall procure all permits and licenses, pay all charges, taxes and fees, and give all notices necessary and incidental to the fulfillment of this Purchase Order and all cost thereof have been included in the prices contained herein. City shall not be liable for the payment of taxes, late charges or penalties of any nature, except as required by C.R.S. § 27-107, et seq. The price of all goods/services shall reflect all applicable tax exemptions. City's Federal Registration No. is 84-6000230 and its State Registration No. is 98-07690. All pricing is F.O.B. destination unless otherwise specified. Shipments must be marked with Vendor's name, the 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 unchanged items. Vendor shall

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 Purchasing Division  
 201 West Colfax Avenue Dept 304  
 Denver CO 80202  
 United States  
 Phone 720-913-8100 Fax: 720-913-8101



<b>Purchase Order</b> PLAN#-0000010412	<b>Date</b> 09/18/2014	<b>Revision</b> 1 of 1	<b>Dispatch via Print</b>
<b>Payment Terms</b> Net 30	<b>Freight Terms</b> DESTINATION	<b>Ship Via</b> Common	
<b>Buyer</b> Keaton Jensen	<b>Phone</b> 303 342 3199	<b>Origin</b> RDC	

Vendor: 0000082971 Phone: Fax:

**Ship To:**  
 DIA Maintenance Center  
 27500 East 80th Avenue  
 Denver CO 80249  
 United States

**Bill To:**  
 Denver International Airport  
 3500 Pena Boulevard  
 Room 8870  
 Denver CO 80240-6340  
 United States

**ADB AIRFIELD SOLUTIONS LLC**  
 977 GAHANNA PKWY  
 COLUMBUS OH 43230  
 United States

Tax Exempt?  Tax Exempt ID: 98-02890-000

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
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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 seven (7) days of the confirmation of spillage or spillage as required by law. Vendor shall pay all state and one-time taxes levied by City on any tangible personal property that falls into the goods inventory. 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.

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

5. Invoicing: 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) invoice number and date; (vi) ordering department's name and "Buyer" address; and (vii) agreed upon payment terms, set forth herein.

6. Payment: Payment shall be subject to City's Prompt Payment Ordinance D.R.M.C. § 20-107 et seq. after City accepts the goods/services. 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 Purchase Order, encumbered for the purpose of this Purchase Order and paid into the Treasury of City. Vendor acknowledges that: (i) City does not bill this Purchase Order; (ii) no money shall be present, cash reserves for payments in future fiscal years; and (iii) this Purchase Order is not intended to create a multiple fiscal year direct or indirect debt or financial obligation of City. City may set off against any payments due to Vendor any claims and/or credits it may have against Vendor under this Purchase Order.

7. Amendments/Changes: Only the Manager of General Services or his delegate is authorized to change or amend this Purchase Order by a formal written change order. Any change or amendment that would cause the aggregate payments under this Purchase Order to exceed the amount appropriated and encumbered for this Purchase Order is expressly prohibited, and 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 certification are provided at Vendor's risk. The Vendor has no authority to bind City on any contractual matter.

8. Warranty: Vendor warrants and guarantees to City that all goods furnished under this Purchase Order are free from defects in workmanship and materials, are merchantable, and fit for the purpose 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, at City's election and to City's satisfaction, remove, any and all defects or replace the defective goods at no expense to City. This section (7) days of receipt of the defective goods or receipt of the defective goods for full credit and payment of an amount showing charges. Vendor shall be fully responsible for all, and all related, work, regardless of third party, warranty, coverage. Vendor shall furnish additional or replacement parts at the same prices, conditions and specifications as the defective item.

9. Indemnification/Assumption of Liability: Vendor shall indemnify and hold harmless City, including but not limited to its employees, elected and appointed officials, agents and representatives, as against, and all losses (including, without limitation, loss of use and cost of cover), liability, damage, claims, demands, actions and/or proceedings) and all costs and expenses connected therewith (including without limitation attorney's 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 an act or omission of Vendor, its agents, officers, employees, or representatives. Vendor's obligation shall not apply to any liability or damages which result solely from the negligence of City. City shall not be liable for any consequential, incidental, indirect, special, reliance, or punitive damages or for any lost profits or revenues, regardless of the legal theory under which such relief is asserted, in no event shall City's aggregate liability exceed the agreed amount for these goods/services that has been accepted by City under this Purchase Order up to the total Purchase Order amount. Notwithstanding anything contained in this Purchase Order to the contrary, City in no way, limit or waives the rights, immunities and protections provided by C.R.S. § 24-10-101, et seq.

10. Termination: City may terminate this Purchase Order, in whole or in part, at any time and for any reason immediately upon written notice to Vendor. In the event of such a termination, 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.

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

12. Venue, Choice of Law and Disputes: Venue for all legal actions shall lie in the District Court in and for City and County of Denver, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and Revised Municipal Code, rules, regulations, Executive Orders, and fiscal rules of City. All disputes shall be resolved by administrative hearing, pursuant to the procedure established by D.R.M.C. § 50-108. Director of Purchasing shall render the final determination.

13. Assignment/No Third Party Beneficiary: Vendor shall not assign or subcontract any of its rights or obligations under this Purchase Order without the written consent of City. In the event City permits an assignment or subcontract, Vendor shall continue to be liable under this Purchase Order and any permitted assignee or subcontractor shall be bound by the terms and conditions contained herein. This Purchase Order is intended solely for the benefit of City and Vendor with no third party beneficiaries.

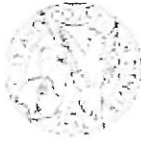
14. Notice: Notices shall be made by Vendor to the Director of Purchasing and by City to Vendor at the addresses provided herein. In writing sent registered, return receipt requested.

15. 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 Purchase Order. City may immediately terminate this Purchase Order, in whole or in part, if Vendor or an employee is convicted, pleads not guilty, or admits culpability to a criminal offense of bribery, kickbacks, collusion, bid-rigging, anti-trust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature.

16. 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 this Purchase Order, or any extension thereof, during any warranty period, and for three (3) years after termination of this Purchase Order. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and shall be a Mutual Company, an A.M. Best Company, an "A", "B", or better. Each policy shall contain a "old problem clause" should any of the above described policies be cancelled or non-renewed before the expiration date thereof, the issuing company, shall send written notice to the Director Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202. Such written 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. Additionally, Vendor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by certified mail, return receipt requested. If any policy is a 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 coverage specified in this Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of Vendor. Vendor shall provide a copy of this Purchase Order to its insurance agent or broker. Vendor may not commence services or operations until the insurance coverage is in place. Vendor shall provide a copy of this Purchase Order to the City's risk management office, attached to the Purchase Order documents, preferably, an ACO/RO or MHA, company with all insurance requirements of this Purchase Order. The City's definition of a certificate of insurance or other proof of insurance that it does not comply with all insurance requirements set forth in this Purchase Order shall not act as a waiver of Vendor's obligations under this Purchase Order or any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance including but not limited to policies and endorsements. Vendor's insurer shall name as an 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 contractors. Vendor's insurer shall waive subrogation rights against the City. All subcontractors and sub-contractors (including all subcontractors, suppliers or other entities providing goods/services required by this Purchase Order) shall be subject to all of the requirements herein and shall procure and maintain the same coverage required of Vendor. Vendor shall include at each entity, as insureds under its policy, or shall ensure that they all maintain the required coverage. Vendor shall provide proof of insurance for all such entities upon request by City. For Workers' 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 or disease claim, \$100,000 for each occupational injury caused by, disease claim, and \$500,000 aggregate for all occupational injury or disease claims. Vendor hereby represents to City, its a major representation upon which City is relying, that none of the Vendor's officers or employees, no may be eligible under any statute or law to reject workers' Compensation Insurance shall reject such rejection during any part of the term of this Purchase Order, and that any such rejection, pre-empted, withheld, never been rejected, 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

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PLANE-0000010417	02/19/2010		4 of 4
Payment Terms	Freight Terms	Ship Via	
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Kenton Jansen	303.342.2163	RNC	

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Tax Exempt?  Tax Exempt ID: 98-02890-000

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
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and required operations aggregate and \$2,000,000 policy aggregate. Vendor shall maintain Business Auto liability, to include with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-hired vehicles used in performing services under this Purchase Order. For Commercial General Liability coverage, the policy must include the following: (a) that this Purchase Order is an insured contract under the policy; (b) Defense costs in excess of policy limits; (c) a separate limit of interest, satisfaction of injured, or cross liability provisions; and (d) A provision that coverage is non-contributory with other coverage or self-insurance provided by City. For claims under 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 reached below the required per occurrence limit. At their own expense, and where such general aggregate or other aggregate limits have been reached below the required per occurrence limit, the Contractor will procure such per occurrence limit and furnish a new certificate of insurance showing such coverage in force.

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

18. Survival: All terms and conditions of this Purchase Order which by their nature must survive termination/expiration shall survive. Without limiting the foregoing, Vendor's insurance, warranty, and inventory obligations shall survive for the relevant warranty or statutory or 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.

19. No Contractual Assumption of Liability: No provision of this Purchase Order shall be construed against the provider.

20. Status of Vendor or Ownership of Work Product: Vendor is an independent contractor retained on a contract basis to perform services for a limited period of time as described in Section 01.10(a) of the Charter of City. Vendor and its employees are not employees or officers of City under Chapter 18 of the D.R.M.C. for any purpose whatsoever. All goods, deliverables, hardware, software, plans, drawings, reports, submittals and all other documents or things furnished to City by Vendor shall become and are the property of City, without restriction.

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

22. Remedies Waiver: No remedy, specified herein shall limit any other rights and remedies of City at law or in equity. No waiver of any breach shall be construed as a waiver of any other breach.

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

24. Use, Possession or Sale of Tools or Equipment: Vendor shall cooperate and comply with the provisions of Executive Order 94. Violation may result in City terminating this Purchase Order or banning Vendor from City facilities or from participating in City operations.

25. Conflict of Interest: No employee of City shall have any personal or beneficial interest in the goods/services described in this Purchase Order, and Vendor shall not hire or contract for services any employee or officer of City, which would be in violation of City's Code of Ethics, D.R.M.C. §20.1, et seq, or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

26. Advertising and Public Disclosure: Vendor shall not reference the goods/services provided hereunder in any of its advertising or public relations materials without first obtaining the written approval of the Manager of General Services.

27. PROHIBITION ON EMPLOYMENT OF ILLEGAL IMMIGRANTS TO PERFORM WORK UNDER THIS PURCHASE ORDER: This Purchase Order is subject to Article 17.5 of Title 8, Colorado Revised Statute, as now existing or hereafter amended, (the "Certification Statute"). Compliance by the Contractor and its subcontractors with the Certification Statute is expressly made a contractual condition of this Purchase Order. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Purchase Order. The Contractor shall not enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien or that fails to certify to the Contractor that it does not knowingly employ or contract with an illegal alien to perform work under this Purchase Order. The Contractor represents, warrants, and agrees that (a) it has verified or attempted to verify that it does not employ any illegal aliens through participation in the Basic Pilot Employment Certification Program administered by the U.S. Social Security Administration and U.S. Department of Homeland Security (the "BPP" or "BPP"), as defined in § 6-17.5-101(1), C.R.S., or that if it is not accepted into the BPP prior to entering into this Purchase Order, it shall apply to participate in the BPP within three months and, either it is accepted into the BPP or it has completed its obligations under this Purchase Order, whichever occurs first; (b) it will not use the BPP to undertake pre-employment screening of job applicants while performing its obligations under this Purchase Order; (c) if it obtains actual knowledge that a subcontractor performing work under this Purchase Order knowingly employs or contracts with an illegal alien, it will notify its subcontractor and the City within three days, and terminate such subcontractor if within three days after such notice the subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien; (d) it shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 6-17.5-102(5), C.R.S. If the Contractor fails to comply with any provision of this Section 27, the City may terminate this Purchase Order for breach and the Contractor shall be liable for actual and consequential damages to the City. Contractor shall certify the compliance by signing the certification attached to this Purchase Order as Exhibit A.

Authorized Signature

Director of Purchasing by