

Master Purchase Order

| | | | | | |
|---------------------------------------|--|--------------------------------|--|--------------------------------|--|
| DO NOT INVOICE TO THIS ADDRESS | | Workday™ Supplier Contract No. | | SC-00008829 | |
| City & County of Denver | | Date: | | 12/20/2023 | |
| Purchasing Division | | Payment Terms | | NET 30 | |
| 201 West Colfax Avenue, Dept. 304 | | Freight Terms | | FOB DESTINATION | |
| Denver, CO 80202 | | Ship Via | | BEST WAY | |
| United States | | Analyst: | | CHRISTINA BUSTER | |
| Phone: 720-913-8100 Fax: 720-913-8101 | | Email: | | Christina.Buster@denvergov.org | |



Workday Supplier ID: DENVR0000000191

Phone: 303-655-4264

Email: bruce@lvwn.com

Little Valley Wholesale Nursery, LLC
13022 E. 136th Avenue
Brighton, CO 80601
Attn: Bruce Rabeler

SHIP TO: Denver Parks and Recreation - Forestry
Division
Various parks as directed by the agency.

Colorado Secretary of State ID: 20031116970

BILL TO: As Specified By Agency

U.S. Federal SAM Registry Verification Date: 12/22/2023

1. Goods/Services:

Little Valley Wholesale Nursery, a limited liability company formed in the State of Colorado, ("Vendor") shall provide the goods, and any services related thereto, identified, and described on attached **Exhibit A**, to the City and County of Denver, a Colorado municipal corporation (the "City"), all in accordance with the terms and conditions of this Master Purchase Order.

2. Ordering:

The City shall purchase one or more of the goods/services by issuing a written purchase order(s) or similar appropriate written document ("Order"), each of which will be deemed incorporated into this Master Purchase Order for purposes of such Order only.

3. Pricing:

The pricing/rates for the goods/services is contained on **Exhibit A** and shall be held firm for the term of this Master Purchase Order.

4. Term/Renewal:

The term of this Master Purchase Order shall commence upon date of City signature and extend until 12/31/2026. The City and the vendor may mutually agree to renew and continue this Master Purchase Order for additional periods at the same pricing structure, terms, and conditions. However, no renewal shall surpass 12/31/2028.

5. Non-Exclusive:

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

6. Inspection and Acceptance:

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

7. Shipping, Taxes and Other Credits and Charges:

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

for the payment of taxes, late charges, or penalties of any nature, except as required by D.R.M.C. § 20-107, et seq. The price of all goods/services shall reflect all applicable tax exemptions. City's Federal Registration No. is 84-6000580 and its State Registration No. is 98-02890. Vendor shall pay all sales and use taxes levied by City on any tangible personal property built into the goods/services. Vendor shall obtain a Certificate of Exemption from the State of Colorado Department of Revenue prior to the purchase of any materials to be built into the goods/services and provide a copy of the Certificate to City prior to final payment.

8. Risk of Loss:

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

9. Invoice:

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

10. Payment:

Payment shall be subject to City's Prompt Payment Ordinance D.R.M.C. § 20-107, et-seq., after City accepts the goods/services. Any other provision of this Agreement notwithstanding, in no event shall the City be liable for aggregate payments under this Master Purchase Order in excess of five hundred thousand dollars (\$500,000.00). The Vendor acknowledges that any goods/services provided beyond those specifically described in **Exhibit A** are performed at Vendor's risk and without authorization from the City. City's payment obligations hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Master Purchase Order, encumbered by the City after receipt of Vendor's invoice and paid into the Treasury of City. Vendor acknowledges that: (i) City does not by this Master Purchase Order, irrevocably pledge present cash reserves for payments in future fiscal years; and (ii) this Master Purchase Order is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City. City may setoff against any payments due to Vendor any claims and/or credits it may have against Vendor under this Master Purchase Order.

11. Amendments/Changes:

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

12. Warranty:

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

13. Indemnification/Limitation of Liability:

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

14. Termination:

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

15. Interference:

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

16. Venue, Choice of Law, and Disputes:

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

17. Assignment/No Third-Party Beneficiary:

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

18. Notice:

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

19. Compliance With Laws:

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

20. Insurance:

Vendor agrees to secure, at or before the time of execution of this Master Purchase Order, the following insurance covering all operations, goods or services provided pursuant to this Master Purchase Order. Vendor shall keep the required insurance coverage in force at all times during the term of the Master Purchase Order, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Master Purchase Order. Such notice shall reference the Master Purchase Order listed on the signature page of this Master Purchase Order. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Vendor shall provide written notice of cancellation, non-renewal, and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's Master Purchase Order. Vendor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Master Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of the Vendor. The Vendor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Master Purchase Order.

Vendor may not commence services or work relating to this Master Purchase Order prior to placement of coverages required under this Master Purchase Order. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Master Purchase Order shall not act as a waiver of Vendor's

breach of this Master Purchase Order or of any of the City's rights or remedies under this Master Purchase Order. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements. For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Vendor and sub-contractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees, and volunteers as additional insured. For all coverages required under this Master Purchase Order, Vendor's insurer shall waive subrogation rights against the City. Vendor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Master Purchase Order) procure and maintain coverage as approved by the Vendor and appropriate to their respective primary business risks considering the nature and scope of services provided. Vendor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Vendor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate. Vendor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired, and non-owned vehicles used in performing services under this Master Purchase Order.

21. Severability:

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

22. Survival:

All terms and conditions of this Master Purchase Order which by their nature must survive termination/expiration shall so survive. Without limiting the foregoing, Vendor's insurance, warranty, and indemnity obligations shall survive for the relevant warranty or statutes of limitation period plus the time necessary to fully resolve any claims, matters or actions begun within that period.

23. No Construction Against Drafting Party:

No provision of this Master Purchase Order shall be construed against the drafter.

24. Status of Vendor/Ownership of Work Product:

Vendor is an independent contractor retained on a contractual basis to perform services for a limited period of time as described in Section 9.1.1E(x) of the Charter of City. Vendor and its employees are not employees or officers of City under Chapter 18 of the D.R.M.C. for any purpose whatsoever. All goods, deliverables, hardware, plans, drawings, reports, submittals and all other documents or things furnished to City by Vendor shall become and are the property of City, without restriction. Ownership rights shall include, but not be limited to the right to copy, publish, display, transfer, prepare derivative works, or otherwise use materials. Software licenses terms may be incorporated herein by an End User License Agreement signed by the Director of Purchasing. Any 'click-wrap' electronic acceptance or other terms and conditions not agreed to in writing by the Director of Purchasing are of no force and effect.

25. Examination of Records and Audits:

Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers, and records related to Vendor's performance pursuant to this Master Purchase Order, provision of any goods or services to the City, and any other transactions related to this Master Purchase Order. Vendor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Master Purchase Order or expiration of the applicable statute of limitations. When conducting an audit of this Master Purchase Order, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Vendor to make disclosures in violation of state or federal privacy laws. Vendor shall at all times comply with D.R.M.C. 20-276.

26. Remedies/Waiver:

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

27. No Discrimination in Employment:

In connection with the performance of work under the Master Purchase Order, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

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

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

29. Conflict of Interest:

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

30. Advertising and Public Disclosure:

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

31. Intellectual Property:

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

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

This Master Purchase Order is acknowledged and agreed to by:

Vendor Name: Little Valley Wholesale Nursery City & County of Denver, Purchasing Division
(Company Name)

By: [Signature]
(Authorized Signature)

Print Name: Bruce Rabele

Title: Sales Representative

Date: 1/4/2024

By: Christina Buster

Print Name: Christina Buster

Title: Associate Buyer

Date: 01/04/2024

Procurement Manager: bdh

EXHIBIT "A"

Supplier: Little Valley Wholesale Nursery, LLC.
Solicitation/ Award Title: Ball/Burlap and Container Trees
Solicitation No. /Internal File Reference Location: 0604A

It is recommended that you use your Supplier Contract No. SC-00008829 in all future correspondence and/or other communications.

TECHNICAL REQUIREMENTS FOR TREES:

1. All trees supplied are to come ball/burlap and/or containerized. The deciduous trees are to be in a range from 1.5" to 3.0" in caliper and the coniferous trees are to be in the range of 4' to 8' tall. All container trees supplied are to be appropriate for the diameter of the tree, in accordance to the American Standard of Nursey Stock (ANZI Z60.1).
2. All trees are to be healthy and of good quality. Vendor shall accept for return and possible replacement at vendors' expense any tree(s) judged by fair and reasonable standards to be unhealthy.
 - a. Upon delivery, all trees shall be inspected by an authorized City and County of Denver Forestry Representative. All trees shall be in accordance with the American Standard for Nursery Stock (ANSI Z60.1), the most current edition, for measurements, grading, branching, quality, container specifications and ball/burlap specifications.
 - b. Any trees deemed unacceptable by an authorized City and County of Denver Forestry Representative are to be picked up and returned to Vendor at no cost to the City. If a delivery is made of unacceptable trees, the Vendor shall arrange pickup within five (5) calendar days of notification.
 - c. Failure to arrange for pickup may result in the City and County of Denver disposing of the tree for which no payment will be made. The cost of such tree will be deducted from the invoice.
3. Successful Vendors are to use a closed truck or a tarped conveyance to transport the trees to the various locations.
 - a. All deliveries of ball/burlap trees shall occur between the hours of 6:30 AM and 2:00 PM, Monday through Friday, excluding holidays. All deliveries shall be scheduled and coordinated well in advance with the City's Forestry personnel or by the ordering Agency if not ordered by Parks and Recreation.
 - b. Deliveries of container trees may be made to one (1) central location (the central location may change from order to order), or in the case of a neighborhood planting event, deliveries of individual trees will be required to numerous specific neighborhood locations. Pricing options for both delivery scenarios are being sought.
4. The Successful Vendor is responsible for ensuring that all trees are properly watered / moist upon delivery to ensure that all trees will be in the best possible condition for planting, including but not limited to no broken branches, no scars on stems or branches, no broken root balls and stems of tree are to be centered within the root ball.
5. All trees provided are to have been grown or acclimated to hardiness zones that correspond with Colorado's climate.
6. It is the responsibility of the Successful Vendor(s) to notify the using/ordering City Agency of any shortages or backorders when an order is placed or BEFORE orders are shipped, and to notify same of expected date of delivery. Any proposed substitution of product MUST be approved by the Forestry Division or the ordering Agency prior to delivery.
7. All trees shall be the same size as ordered and not changed without authorization from City and County of Denver Forestry Representative.

F.O.B. POINT:

All prices quoted must be quoted F.O.B. Denver, Colorado, delivered and unloaded, to various parks as directed by the agency.

DELIVERY CONSIDERATIONS:

Deliveries are to be made as soon as possible after orders are placed and are anticipated within a seven-day (7) period. Items not typically carried in stock are expected within two weeks of order being placed. Vendors proposing products not carried in stock shall indicate expected delivery time when providing a quote.

WARRANTY GUARANTEE:

The Vendor shall agree to accept, for full credit and return shipping charges; the return of any tree(s) received which are found to be deficient in quality so as to render the tree(s) unusable for its intended purpose.

EMERGENCY PURCHASES:

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

PALLET CHARGE:

All pallets supplied shall be non-returnable, no deposit.

SPILLAGE:

Vendor will be responsible for the cleanup of any contamination or spillage resulting from the delivery and unloading within twenty-four (24) hours of such spillage.

COOPERATIVE PURCHASING:

The City and County of Denver encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions, pursuant to Denver Revised Municipal Code Sec. 20-64.5. To the extent other governmental jurisdictions are legally able to participate in cooperative purchasing endeavors, the City and County of Denver supports such cooperative activities. Further, it is a specific requirement of this solicitation that pricing offered herein to the City and County of Denver may be offered by the vendor to any other governmental jurisdiction purchasing the same products. Vendor(s) must contract directly with any interested governmental agency concerning the matters within this IFB.

VENDOR PERFORMANCE MANAGEMENT:

Awarded vendors may be requested to furnish a performance report to the analyst 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 per City Agency
- Total number of transactions per City Agency
- Percentage of items shipped from local stock
- Percentage of items backordered
- Average delivery time for stock material
- Average delivery time for backorders

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

PRICING:

All prices quoted shall be firm and fixed for first year of the contract. In the event the market price on any item is reduced during the period of the contract, the successful vendor for that item shall reduce the bid price to the City accordingly.

ANNUAL PRICING UPDATES:

| YEAR | PRICING UPDATE DUE DATE | PRICING PERIOD |
|------|--------------------------------|-------------------------------------|
| 1 | Pricing remains firm and fixed | January 1, 2024 – December 31, 2024 |
| 2 | October 1, 2024 | January 1, 2025 – December 31, 2025 |
| 3 | October 1, 2025 | January 1, 2026 – December 31, 2026 |
| 4 | October 1, 2026 | January 1, 2027 – December 31, 2027 |
| 5 | October 1, 2027 | January 1, 2028 – December 31, 2028 |

If the pricing update for items in the Item File is not submitted 90 days prior to the due date, pricing will remain unchanged for the following year.

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

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

If the 1st of the month falls on a Holiday or Weekend, pricing update is due the next business day.

DISCOUNTS (FROM PUBLISHED PRICE LISTS):

Revised Published Price Lists may be used as a means of price adjustment. However, all bids are to be firm for a period of thirty (30) calendar days after the bid opening date and Revised Price Lists will not be accepted by the City until after that date. Revised Published Price Lists will be accepted only in the event of an industry-wide price change, as evidenced by the issuance of revised price lists by the manufacturer.

Revised Prices will not become effective until revised list(s) are submitted to the City under vendor cover letter identifying the applicable master purchase order number. Vendor cover letter and pricing lists must be dated, signed, and submitted to the Director of Purchasing.

Any of the following may be provided:

- Website Link to the procurement analyst
- File Upload to Rocky Mountain E-Purchasing website.

If one of these is provided, please so indicate in the proposed item at "Name of Price Schedule..."

PROCUREMENT CARDS: PAYMENT CONDITIONS:

Awarded contractors are asked to have the capability of accepting the City's authorized Procurement Card as a method of payment. No price changes or additional fee(s) may be assessed when accepting the Procurement Card as a form of payment. Vendors unable to comply with this requirement are asked to indicate such exception on vendor letterhead. This exception will be taken into consideration during the evaluation of the received bids.

Exhibit A

| | |
|---|---|
| Vendor Name: <i>Little Valley Wholesale Nursery</i> | Price Percentage Adjustment (- for Discount, + for Premium) |
| Vendor Tree Price List: <i>2024</i> | |
| Publish Date of List: <i>11/28/2023</i> | |
| Additional Charges | |
| | Price |
| Individual Drop Charges per tree – the charge for delivering one tree to one address (example: 30 trees to 30 addresses per day). | <i>N/A</i> |
| Multiple City Drop Location Charges – the charge for delivering to two or more sites per day (example: 50 trees to the City storage facility and 50 trees to a golf course). | <i>\$155 for first drop. \$75 for each additional drop **</i> |
| Specific Drop Location Charges – the charge for one delivery location for a mass of trees (example: 200 trees to the City storage facility). | <i>\$155 **</i> |
| Specific Drop on Large Parcel Charges – delivery of trees to exact planting locations. Typically, this is for school plantings. The trees need to be delivered to a mark on the ground. | <i>N/A</i> |
| Pick Up Charge – the charge to pick up a tree(s) after being delivered because the planting project gets cancelled. Price per load. | <i>\$155</i> |

*** see attached*

** The minimum order for delivery is \$1500. The delivery charge for the first drop is \$155 and there is a \$75 drop charge for each additional drop. Each drop must meet the \$1500 minimum order requirement.

Exhibit A Pricing 2024

Balled Burlap Trees

| FB No. 0064A-2023 Trees | | | | | | | | | | | | | | | | | | | | |
|--|---------------------------|-----------|-----------|-----------|---------------------------------|-----------|-----------|-----------|---------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|----------------|
| BAILED AND BURLAP TREES | | | | | | | | | | | | | | | | | | | | |
| VENDOR NAME: Little Valley Wholesale Nursery | | | | | | | | | | | | | | | | | | | | |
| Botanical Name | Common Name | 1.5" | 1.75" | 2" | For Deciduous Trees Use Caliper | | | | For Coniferous Trees Use Height | | | | | | | | | | | Discount (-/+) |
| | | \$ 150.00 | \$ 175.00 | \$ 200.00 | \$ 225.00 | \$ 250.00 | \$ 275.00 | \$ 300.00 | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Abies concolor | white fir | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | \$ 355.00 | N/A | N/A | \$ 400.00 | N/A | \$ 455.00 | N/A | \$ 615.00 | |
| Acer campestre | hedge maple | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Acer glabrum | rocky mountain maple | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | \$ 365.00 | N/A | N/A | N/A | N/A | |
| Acer grandidentatum spp. | lagoosm maple | N/A | N/A | \$ 480.00 | N/A | \$ 560.00 | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Acer griseum | sugar maple | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Acer myrabe | state street maple | N/A | N/A | \$ 420.00 | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Acer negundo "Sensation" | Sensation boelder | N/A | N/A | \$ 390.00 | N/A | \$ 465.00 | N/A | \$ 555.00 | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Acer nigrum spp. | black maple spp. | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Acer platanoides | Norway maple | N/A | N/A | \$ 400.00 | N/A | \$ 480.00 | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Acer pseudotanus | ycamore maple | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Acer pseudoebodanum | Korean maple | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Acer rubrum | red maple spp. | N/A | N/A | \$ 400.00 | N/A | \$ 480.00 | N/A | \$ 555.00 | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Acer saccharum | sugar maple spp. | N/A | N/A | \$ 420.00 | N/A | \$ 505.00 | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Acer saccharum "Caddo" | Caddo sugar maple | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Acer tataricum | Tatariam maple spp. | \$ 325.00 | \$ 365.00 | \$ 400.00 | N/A | \$ 480.00 | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | \$ 355.00 | N/A | \$ 400.00 | N/A | \$ 435.00 | |
| Acer triflorum | threeflower maple | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Acer truncatum | Shantung maple | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Aesculus x carnea | horsechestnut spp. | N/A | N/A | \$ 480.00 | N/A | \$ 600.00 | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Aesculus flava | yellow buckeye | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Aesculus glabra | Olio buckeye | N/A | N/A | \$ 480.00 | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Aesculus spp. | horsechestnut spp. | N/A | N/A | \$ 480.00 | N/A | \$ 600.00 | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Abies julianiana | hemlock | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Alnus spp. | alderspp. | N/A | N/A | N/A | N/A | N/A | N/A | \$ 155.00 | N/A | \$ 205.00 | N/A | \$ 265.00 | N/A | \$ 325.00 | N/A | \$ 375.00 | N/A | N/A | N/A | |
| Ametachir spp. | serviceberry spp. | \$ 335.00 | \$ 400.00 | \$ 445.00 | N/A | N/A | N/A | N/A | N/A | \$ 240.00 | \$ 315.00 | \$ 365.00 | N/A | \$ 400.00 | N/A | \$ 450.00 | N/A | \$ 505.00 | N/A | |
| Asimina triloba | pawpaw | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Betula occidentalis | Himalayan birch | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Betula nigra | river birch spp. | N/A | N/A | \$ 370.00 | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Betula occidentalis | western river birch | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Carinus betulus | European hornbeam | N/A | N/A | \$ 445.00 | N/A | \$ 550.00 | N/A | \$ 660.00 | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Carinus caroliniana | American hornbeam | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Carya alba | hickory | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Carya illinoensis | pecan | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Carya ovata | shagbark hickory | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Castanea mollissima | Chinese chestnut | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Catalpa ovata | Chinese catalpa | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Catalpa speciosa | northern catalpa | N/A | N/A | \$ 365.00 | N/A | \$ 420.00 | N/A | \$ 505.00 | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Catalpa speciosa | Western catalpa | N/A | N/A | \$ 365.00 | N/A | \$ 420.00 | N/A | \$ 505.00 | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Cedrus atlantica | blue atlas cedar | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Cedrus libani | cedar of Lebanon | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Celtis occidentalis | hackberry | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Celtis occidentalis | netleaf hackberry | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Cercidiphyllum japonicum | katsuragi | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Cercis canadensis | Eastern redbud | N/A | N/A | \$ 420.00 | N/A | \$ 495.00 | N/A | N/A | N/A | N/A | N/A | N/A | \$ 285.00 | N/A | \$ 335.00 | N/A | \$ 420.00 | N/A | N/A | |
| Cercis formosensis | Oklahoma redbud | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Cercocarpus spp. | mahogany spp. | N/A | N/A | N/A | N/A | N/A | N/A | \$ 200.00 | N/A | \$ 245.00 | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Chamaecyparis thyoides | Atlantic white cedar | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Chionanthus retusus | Chinese fringe tree | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Chionodoxa lutea | yellow | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Cornus spp. | dogwood spp. | N/A | N/A | N/A | N/A | N/A | N/A | \$ 160.00 | N/A | \$ 205.00 | N/A | \$ 245.00 | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Corylus colurna | Turkish filbert | N/A | N/A | N/A | N/A | \$ 525.00 | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Corylus cognata | smoke tree | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Cotinus sp. | hawthorn spp. | \$ 310.00 | \$ 350.00 | \$ 365.00 | N/A | N/A | N/A | N/A | N/A | \$ 390.00 | N/A | \$ 335.00 | N/A | \$ 365.00 | N/A | \$ 475.00 | N/A | N/A | N/A | |
| Cupressus arizonica | Arizona cypress | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Deodar cedar | Himalayan cedar | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Disopyras virginiana | persimmon | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Eucommia alata | hardy rubber tree | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Euonymus alatus | Eastern wahoo | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Fagus grandifolia | American beech | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Fagus sylvatica | European beech | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Ginkgo biloba | ginkgo | N/A | N/A | \$ 580.00 | N/A | \$ 660.00 | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Gleditsia sp. | honeylocust spp. | N/A | N/A | \$ 205.00 | N/A | \$ 445.00 | N/A | \$ 555.00 | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Gymnocladus spp. | kentucky coffee tree spp. | N/A | N/A | \$ 390.00 | N/A | \$ 480.00 | N/A | \$ 610.00 | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Heptacodium miconioides | seven-son flower | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | \$ 270.00 | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Juglans mandchurica | Manchurian walnut | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Juglans macrocarpa | one seed | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | \$ 395.00 | N/A | \$ 285.00 | N/A | \$ 335.00 | N/A | \$ 400.00 | N/A | |
| Juniperus osteosperma | Utah juniper | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Juniperus scopulorum | Rocky Mountain juniper | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | \$ 255.00 | N/A | \$ 385.00 | N/A | \$ 435.00 | N/A | \$ 540.00 | N/A | |
| Juniperus virginiana | Eastern red cedar | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | \$ 265.00 | N/A | \$ 335.00 | N/A | \$ 400.00 | N/A | \$ 450.00 | N/A | |
| Keteleeria pavelovii | siberian larch | N/A | N/A | \$ 445.00 | N/A | \$ 505.00 | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Larix decidua | European Larch | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Larix kaempferi | Japanese larch | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Larix sibirica | Siberian Larch | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Liquidambar styraciflua | swertegum | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Liriodendron tulipifera | tulip tree | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Maackia amurensis | amur maackia | N/A | N/A | \$ 445.00 | N/A | \$ 505.00 | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Maclura pomifera | osage orange | N/A | N/A | N/A | N/A | 10 | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Magnolia sp. | magnolia spp. | N/A | N/A | N/A | N/A | 10 | N/A | N/A | N/A | N/A | N/A | \$ 350.00 | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Malus spp. | crabapple spp. | \$ 390.00 | \$ 435.00 | \$ 465.00 | N/A | \$ 445.00 | N/A | \$ 505.00 | N/A | N/A | N/A | N/A | \$ 370.00 | N/A | \$ 400.00 | N/A | \$ 450.00 | N/A | N/A | |
| Metasequoia glyptostroboides | dawn redwood | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Morus sp. | mulberry spp. | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Nyssa sylvatica | black tupelo | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Opuntia virginiana | hophornbeam | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Parrotia persica | Persian ironwood | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Phellodendron spp. | cornknot spp. | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Picea glauca | white spruce | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Picea mariana | serbian spruce | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| Picea pungens | Colorado blue spruce | N/A | N/A | N/A | N/A | N/A | N/A | \$ 320.00 | N/A | \$ 355.00 | N/A | \$ 435.00 | N/A | \$ 505.00 | N/A | \$ 580.00 | N/A | \$ 880.00 | N/A | |
| Pinus aristata | bristlecone pine | N/A | N/A | N/A | N/A | N/A | N/A | \$ 380.00 | N/A</ | | | | | | | | | | | |

[illegible]

Container Trees

[illegible]

