


Master Purchase Order

DO NOT INVOICE TO THIS ADDRESS		Workday™ Supplier Contract No. SC-00009222		
City & County of Denver		Date: 05/20/2024	Revision No.	
Purchasing Division		Payment Terms	NET 30	Resolution (as applicable):
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: SUP-00018524 Phone: 817-516-2056 Email: dale.curtis@fonroche.us

Fonroche Lighting America Inc. 4900 David Strickland Rd Forest Hill, TX 76119 Attn: Dale Curtis Colorado Secretary of State ID: 20241547701 U.S. Federal SAM Registry Verification Date: 05/21/2024	Ship To: Various parks within the Denver City limits, as specified by the Agency Bill To: As Specified By Agency
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1. Goods/Services:

FONROCHE LIGHTING AMERICA INC, an entity formed or registered under the law of Delaware, (“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 structure for the goods/services is contained in **Exhibit A**.

4. Term/Renewal:

The term of the two resulting contracts shall commence upon date of City signature and extend until 3/31/2027. 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 3/31/2029.

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 visually 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 within 20 business days. 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) 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 procure all permits and licenses; pay all charges, taxes and fees; and give all notices necessary and incidental to the fulfillment of this Master Purchase Order and all cost thereof have been included in the prices contained herein. City shall not be liable for the payment of taxes, late charges, or penalties of any nature, except as required by D.R.M.C. § 20-107, et seq. The price of all goods/services

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

8. Risk of Loss:

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

9. Invoice:

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

10. Payment:

Payment shall be subject to City's Prompt Payment Ordinance D.R.M.C. § 20-107, et-seq., after City accepts the goods/services. Any other provision of this Master Purchase Order notwithstanding, in no event shall the City be liable for aggregate payments under this Master Purchase Order in excess of **five million dollars (\$ 5,000,000.00)**. 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 has no authority to bind City on any contractual matters.

12. Warranty:

Vendor warrants and guarantees to City that all goods furnished under this Master Purchase Order are free from defects in workmanship and materials, are merchantable, and fit for the purposes for which they are to be used. For any goods furnished under this Master Purchase Order which become defective within twelve (12) months (unless otherwise specified) after date of receipt by City, vendor shall, 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 Any replacement component will be new, not refurbished.

13. Indemnification/Limitation of Liability:

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

14. Termination:

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

15. Interference:

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

16. Venue, Choice of Law and Disputes:

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

17. Assignment/No Third Party Beneficiary:

Vendor shall not assign or subcontract any of its rights or obligations under this Master Purchase Order without the written consent of 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, pleads nolo contendere, or admits culpability to a criminal offense of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature.

20. Insurance:

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

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

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

21. Severability:

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

22. Survival:

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

23. No Construction Against Drafting Party:

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

24. Status of Vendor/Ownership of Work Product:

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

25. Examination of Records and Audits:

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

26. Remedies/Waiver:

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

27. No Discrimination in Employment:

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

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

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

29. Conflict of Interest:

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

30. Advertising and Public Disclosure:

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

31. Intellectual Property:

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

32. Federal Provisions:

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

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE Vendor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60).

DAVIS-BACON ACT COMPLIANCE Vendor agrees to comply with the Davis-Bacon Act (40 U.S.C. 3148 to 3148) as supplemented by Department of Labor regulations (29 CFR part 5). **ANTI-KICKBACK ACT COMPLIANCE** Vendor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

CONTRACT WORK HOURS AND SAFETY STANDARDS Vendor agrees to comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT** Vendor agrees to comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.


CLEAN AIR AND WATER REQUIREMENTS Vendor agrees to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et. seq.), and the Clean Water Act (33 U.S.C. 1251 et. seq.). Vendor agrees to report each violation of these requirements to the City and understands and agrees that the City will, in turn, report each violation as required to the appropriate EPA regional office. **ENERGY CONSERVATION REQUIREMENTS** Vendor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (42 U.S.C. 6201) **NO SUSPENSION OR DEBARMENT** Vendor certifies that neither it nor its Principals or any of its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency.

BYRD ANTI-LOBBYING. If the Maximum Contract Amount exceeds \$100,000, Vendor must complete and submit to the City a required certification form provided by the City certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any Federal contract grant of any other award covered by 31 U.S.C. 1352. Vendor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

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

This Master Purchase Order is acknowledged and agreed to by:

Vendor Name: Fonroche Lighting America
(Company Name)

By: 
(Authorized Signature)

Print Name: Hocine Benaoum

Title: CEO

Date: June 21st 2024

City & County of Denver, Purchasing Division

By: *Christina Buster*

Print Name: Christina Buster

Title: Associate Buyer

Date: 06/24/2024

Procurement Manager: *bdh*

RENEWALS: (OPTIONAL)

Upon renewal, City procurements shall be made via Purchase Order (PO) under the pricing, terms and conditions of this MPO.

Invoicing must contain the individual PO number that corresponds with the order.

General inquiries, not specific to an individual order, shall reference the SC number.

Renewal No. 1 _____

The contract made and entered into by your company and the City and County of Denver pursuant to the above referenced Master Purchase Order (MPO) expires on _____.

Should you desire to extend this contract to and including _____ and revise the aggregate amount to \$ _____, please return this page with your signature.

Vendor Name: _____
(Company Name)

City & County of Denver, Purchasing Division

By: _____
(Authorized Signature)

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Note(s)/ amendment(s):

Renewal No. 2 _____

The contract made and entered into by your company and the City and County of Denver pursuant to the above referenced Master Purchase Order (MPO) expires on _____.

Should you desire to extend this contract to and including _____ and revise the aggregate amount to \$ _____, please return this page with your signature.

Vendor Name: _____
(Company Name)

City & County of Denver, Purchasing Division

By: _____
(Authorized Signature)

By: _____

Print Name: _____

Print Name: _____

Title: _____
Texte

Title: _____

Date: _____

Date: _____

Note(s)/ amendment(s):

EXHIBIT "A"

Vendor: Fonroche Lighting America
 Solicitation/ Award Title: Parks and Trail Solar Lighting
 Solicitation No. /Internal File Reference Location: 11152A

It is recommended that you use your Supplier Contract No. SC-00009222, in all future correspondence and/or other communications.

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

SCOPE OF WORK:

For the purchase of solar lighting for various trails and parks for the Department of Parks and Recreation (DPR). The awardee must also execute a concurrent contract for on-going service and maintenance of the related goods. City Agency will perform the initial installation of the goods. All materials shall comply with Buy American Federal Highway Administration policy on the Build America, Buy America Act (BABA).

Core Requirements for Overhead Lighting:

- A. All equipment including solar panel, fixture, battery, and electronics must be located at the top of the pole.
- B. Solar Panel must be designed to be self-cleaning.
- C. Solar panel must be able to be installed at 45 degrees with a southern orientation.
- D. Solar panel must have passed impact tests and meet UL 1703 and UL 61703 standards
- E. Must be able to provide LEDs at multiple temperatures including 3000k, 2700k, and 2200k.
- F. System must have option for multiple dimming profiles and come with dimming capabilities.
- G. A remote monitoring system and control system must be included.
- H. Mobile Application or similar control system that is Wi-Fi or Bluetooth enabled must be available for use in the field. *This feature will not be part of the initial contract execution; however, it may be added at a later date if approved by the City's Technology Services department.
- I. Minimum system autonomy of 72 hours is required.
- J. Battery and electronics must be encased in secure, weatherproof container
- K. Provider must be able and willing to complete photometric analysis for future projects. Provider will be expected to work with design firms on trial projects to determine best height, spacing, and design for solar lighting.

MAINTENANCE WARRANTY REQUIREMENTS:

- Warranty cost to be included in pricing of goods in Exhibit A.
- Battery: 10 years
- Mounting Hardware: 10 years
- Solar PV Panel: 20 years
- Light Pole: Lifetime
- LED: 10 years
- Electronics: 10 Years

WARRANTY GUARANTEE:

Vendor shall be fully responsible for any and all warranty work, regardless of whether or not manufacturers of equipment, and/or its component parts, provide the actual warranty coverage. In addition, vendor shall have or establish a single, local source that will accomplish or coordinate any necessary warranty work. Vendor shall respond to requests for warranty assistance within 48 hours.

ESTIMATED QUANTITIES:

Quantities listed are the City's best estimate and do not obligate the Analyst to order or accept more than City's actual requirements during the period of this contract, as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that the contract is to supply the City with its complete actual requirement of the materials specified for the contract period.

F.O.B. POINT:

All prices quoted must be quoted at a firm price F.O.B. Denver, Colorado, delivered.

DELIVERY CONSIDERATIONS:

All deliveries shall be made between the hours of 7 A.M. – 2 P.M., Monday through Friday, excluding holidays.

LIQUIDATED DAMAGES:

If the vendor fails to deliver the supplies or perform the services within the time specified in their contract, or any extension thereof, the actual damages to the City for the delay may be difficult or impossible to determine. Therefore, in lieu of actual damages, the vendor shall pay to the City as fixed, agreed and liquidated damages for each calendar day of delay, the amount of \$25 per day. The City may terminate this contract in whole or in part as provided in the "Default" provision. In that event, the vendor shall be liable for such liquidated damages accruing until such time as the City may reasonably obtain delivery or performance of similar supplies and services. The vendor shall not be charged with liquidated damages.

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.

VENDOR PERFORMANCE MANAGEMENT:

Awarded vendors are required 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 backordered
- Average delivery time for stock material
- Average delivery time for backorders

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 master purchase order.

ANNUAL PRICING UPDATES:

YEAR	PRICING UPDATE DUE DATE	PRICING PERIOD
1	Pricing remains firm and fixed	Date of City Signature – March 31, 2025
2	January 1, 2025	April 1, 2025 – March 31, 2026
3	January 1, 2026	April 1, 2026 – March 31, 2027
RENEWAL (Optional)		
4	January 1, 2027	April 1, 2027 – March 31, 2028
5	January 1, 2028	April 1, 2028 – March 31, 2029

All prices quoted shall be firm and fixed for the first pricing period of the contract.

Pricing updates are accepted up to 90 days prior to the new pricing period and must be based upon documented manufacturer's price increases and must be verifiable (e.g., letter from the manufacturer(s), market indexes, and etcetera).

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

If the 1st of the month falls on a Holiday or Weekend, pricing update is due the next business day. If the pricing update for items in the Item File is not submitted by the 1st, pricing will remain unchanged for the following year.

EXHIBIT A

RFP No. 11152A-2024 Parks and Trail Solar Lighting										PRIMARY REPLACEMENT COMPONENTS										WARRANTY AFFIRMATION	
VENDOR NAME																					
FONROCHE LIGHTING AMERICA																					
A complete Solar Lighting Unit Engineered for installation in concrete foundation. Pricing contains all electrical components, pole, batteries, mast arm, fixture, solar panel, LEDs etc), including remote monitoring system and mobile app or similar technology to adjust lighting profiles and resolve system issues.																					
BID ITEM	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT OF MEASURE (UOM)	STANDARD UNIT PRICE Made in France/US 4 Week Lead Time	FINAL DELIVERED COST (Est. Annual Quantity X Unit Price)	BABA REQUIRED PROJECTS 12 Week Lead Time	Solar PV Panel Cost	Solar PV Panel Model Number	Battery Cost (Full power center batteries, driver control board, fixture driver, enclosure)	Battery Model Number	LED Light Set Cost	LED Light Set Model Number	Decorative Fixture Cost	Light Fixture Cost	Light Fixture Model Number	Warranty cost to be included in Final Delivered Cost (Column F). Please select YES or NO to affirm compliance of warranty requirements. If answer is NO, please provide exception explanation below.					
Lighting WITH motion activated sensor technology																					
1	10'-15' Steel Pole, Color Black, 3000K LEDs	100	Each	\$ 2,710.00	\$ 271,000.00	\$ 3,577.20	\$ 397.00	2308225-A	\$ 866.00	5001089-A	Part of Fixture	NA	\$ 630	\$ 200.00	295910BDA-A	Battery: 10 years (Required)	YES				
2	16'-20' Steel Pole, Color Black 3000K LEDs	100	Each	\$ 3,159.00	\$ 315,900.00	\$ 4,169.88	\$ 397.00	2308225-A	\$ 866.00	5001089-A	Part of Fixture	NA	\$ 630	\$ 200.00	295910BDA-A	Mounting Hardware: 10 years (Required)	YES				
3	21'-25' Steel Pole, Color Black, 3000K LEDs	100	Each	\$ 3,875.00	\$ 387,500.00	\$ 5,115.00	\$ 397.00	2308225-A	\$ 866.00	5001089-A	Part of Fixture	NA	\$ 630	\$ 200.00	295910BDA-A	Solar PV Panel: 20 years (Required)	YES				
4	10'-15' Aluminum Pole, Color Black, 3000K LEDs	100	Each	\$ 3,460.00	\$ 346,000.00	\$ 4,567.20	\$ 397.00	2308225-A	\$ 866.00	5001089-A	Part of Fixture	NA	\$ 630	\$ 200.00	295910BDA-A	Light Pole: Lifetime (Required)	YES				
5	16'-20' Aluminum Pole, Color Black, 3000K LEDs	100	Each	\$ 3,709.00	\$ 370,900.00	\$ 4,895.88	\$ 397.00	2308225-A	\$ 866.00	5001089-A	Part of Fixture	NA	\$ 630	\$ 200.00	295910BDA-A	LED: 10 years (Required)	YES				
6	21'-25' Aluminum Pole, Color Black, 3000K LEDs	100	Each	\$ 4,659.00	\$ 465,900.00	\$ 6,149.88	\$ 397.00	2308225-A	\$ 866.00	5001089-A	Part of Fixture	NA	\$ 630	\$ 200.00	295910BDA-A	Electronics: 10 Years (Required)	YES				
7	Central Control and Monitoring		Each	Included	Included	Included															
8	Wall or Ceiling Pack lighting for under bridges (OPTIONAL)	50	Each	\$ 2,376.00	\$ 118,800.00	\$ 3,136.32	\$ 397.00	2308225-A	\$ 866.00	5001089-A	Part of Fixture	NA	NA	\$ 200.00	Canopy-A						
9	Ballast Lighting (OPTIONAL)	20	Each	\$ 2,274.00	\$ 45,480.00	NA	\$ 247.00	Ballast-A	\$ 454.00	Ballast-A	Part of Fixture	NA	NA	\$ 100.00	Ballast-A						
10	In Ground Lighting (OPTIONAL)	20	Each	\$ 450.00	\$ 9,000.00	NA	Replace Unit	Replace Unit	Replace Unit	Replace Unit	Part of Fixture	NA	NA	Replace Unit	Replace Unit						
Lighting WITHOUT motion activated sensor technology																					
11	10'-15' Steel Pole, Color Black, 3000K LEDs	100	Each	\$ 2,492.00	\$ 249,200.00	\$ 3,289.44	\$ 397.00	2308225-A	\$ 866.00	5001089-A	Part of Fixture	NA	\$ 630	\$ 200.00	295910BDA-A						
12	16'-20' Steel Pole, Color Black 3000K LEDs	100	Each	\$ 2,941.00	\$ 294,100.00	\$ 3,882.12	\$ 397.00	2308225-A	\$ 866.00	5001089-A	Part of Fixture	NA	\$ 630	\$ 200.00	295910BDA-A						
13	21'-25' Steel Pole, Color Black, 3000K LEDs	100	Each	\$ 3,657.00	\$ 365,700.00	\$ 4,827.24	\$ 397.00	2308225-A	\$ 866.00	5001089-A	Part of Fixture	NA	\$ 630	\$ 200.00	295910BDA-A						
14	10'-15' Aluminum Pole, Color Black, 3000K LEDs	100	Each	\$ 3,242.00	\$ 324,200.00	\$ 4,279.44	\$ 397.00	2308225-A	\$ 866.00	5001089-A	Part of Fixture	NA	\$ 630	\$ 200.00	295910BDA-A						
15	16'-20' Aluminum Pole, Color Black, 3000K LEDs	100	Each	\$ 3,491.00	\$ 349,100.00	\$ 4,608.12	\$ 397.00	2308225-A	\$ 866.00	5001089-A	Part of Fixture	NA	\$ 630	\$ 200.00	295910BDA-A						
16	21'-25' Aluminum Pole, Color Black, 3000K LEDs	100	Each	\$ 4,192.00	\$ 419,200.00	\$ 5,533.44	\$ 397.00	2308225-A	\$ 866.00	5001089-A	Part of Fixture	NA	\$ 630	\$ 200.00	295910BDA-A						
17	Central Control and Monitoring		Each	Included	Included	Included															
18	Wall or Ceiling Pack lighting for under bridges (OPTIONAL)	50	Each	\$ 2,376.00	\$ 118,800.00	\$ 3,136.32	\$ 397.00	2308225-A	\$ 866.00	5001089-A	Part of Fixture	NA	NA	\$ 200.00	Canopy-A						
19	Ballast Lighting (OPTIONAL)	20	Each	\$ 2,274.00	\$ 45,480.00	NA	\$ 247.00	Ballast-A	\$ 454.00	Ballast-A	Part of Fixture	NA	NA	\$ 100.00	Ballast-A						
20	In Ground Lighting (OPTIONAL)	20	Each	\$ 450.00	\$ 9,000.00	NA	Replace Unit	Replace Unit	Replace Unit	Replace Unit	Part of Fixture	NA	NA	Replace Unit	Replace Unit						