Master Purchase Order

DO NOT INVOICE TO THIS ADDRESS		Supplier Contract No.		SC-00005193	
City & County of Denver		Date:	September 30, 2020	Revision No.	02, 02/03/2025
Purchasing Division		Payment Terms	Net 30	Resolution (as applicable):	
201 West Colfax Avenue, Dept. 304		Freight Terms	DESTINATION		
Denver, CO 80202		Ship Via	Vendor		
United States		Buyer:	Joseph Furman		
Phone: 720-913-8100 Fax: 720-913-8101		Phone:	720-913-8110		

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

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

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

Ship To: Various locations throughout the Denver Metro Area

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

1. **Goods/Services:**
Stone Security, a Limited Liability Company in Utah, ("Vendor") shall provide the goods, and any services related thereto, identified and described on attached **Exhibit A**, to the City and County of Denver, a Colorado municipal corporation (the "City"), all in accordance with the terms and conditions of this Master Purchase Order.
2. **Ordering:**
The City shall purchase one or more of the goods/services by issuing a written purchase order(s) or similar appropriate written document ("Order"), each of which will be deemed incorporated into this Agreement for purposes of such Order only.
3. **Pricing:**
The pricing/rates for the goods/services is contained on **Exhibit A** and shall be held firm for the term of this Master Purchase Order.
4. **Extension or Renewal:**
The effective period of this Master Purchase Order shall be from date of City signature to and including September 30, 2023. It is also a specific provision of this Master Purchase Order that the City and the vendor may mutually agree to renew and continue this Purchase Order for additional periods of one year at the same prices, terms and conditions. However, no more than two (2) yearly extensions shall be made to the original Master Purchase Order.
5. **Non-Exclusive**
This Master Purchase Order is non-exclusive. City does not guarantee any minimum purchase other than as provided herein
6. **Inspection and Acceptance:**
Vendor shall perform any services in accordance with the standard of care exercised by highly competent vendors who perform like or similar services. City may inspect all goods/services prior to acceptance. Payment does not constitute acceptance. Vendor shall bear the cost of any inspection/testing that reveal goods/services that are defective or do not meet specifications. City's failure to accept or reject goods/services shall not relieve Vendor from its responsibility for such goods/services that are defective or do not meet specifications nor impose liability on City for such goods/services. If any part of the goods/services are not acceptable to City, City may, in addition to any other rights it may have at law or in equity: (1) make a warranty claim; (2) repair and/or replace the goods or substitute other services at Vendor's expense; or reject and return the goods at Vendor's cost and/or reject the services at Vendor's expense for full credit. Any rejected goods/services are not to be replaced without written authorization from City, and any such replacement shall be on the same terms and conditions contained in this Purchase Order.
7. **Shipping, Taxes and Other Credits and Charges:**
All pricing is F.O.B. destination unless otherwise specified. Shipments must be marked with Vendor's name, the Master Purchase Order number, and contain a delivery or packing slip. Vendor shall not impose any charges for boxing, crating, parcel post, insurance, handling, freight, express or other similar charges or fees. Vendor shall notify City in writing of any price decreases immediately, and City shall receive the benefit thereof on all unshipped items. Vendor shall comply with any additional delivery terms specified herein. Vendor shall be responsible for the cleanup and reporting of any contamination (environmental or otherwise) or spillage resulting from the delivery and/or unloading of goods within twenty-four (24) hours of the contamination or spillage or sooner if required by law. Vendor shall procure all permits and licenses; pay all charges, taxes and fees; and give all notices necessary and incidental to the fulfillment of this Master Purchase Order and all cost thereof have been included in the prices contained herein. City shall not be liable for the payment of taxes, late charges or penalties of any nature, except as required by D.R.M.C. § 20-107, et seq. The price of all goods/services shall reflect all applicable tax exemptions. City's Federal Registration No. is 84-6000580 and its State Registration No. is 98-02890. Vendor shall pay all sales and use taxes levied by City on any tangible personal property built into the goods/services. Vendor shall obtain a Certificate of Exemption from the State of Colorado

Department of Revenue prior to the purchase of any materials to be built into the goods/services and provide a copy of the Certificate to City prior to final payment.

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

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

10. **Payment:**
Payment shall be subject to City's Prompt Payment Ordinance D.R.M.C. § 20-107, et-seq. after City accepts the goods/services. Any other provision of this Agreement notwithstanding, in no event shall the City be liable for aggregate payments under this Master Purchase Order in excess of Eight Million Dollars ($8,000,000). The Vendor acknowledges that any goods/services provided beyond those specifically described in **Exhibit A** are performed at Contractor's risk and without authorization from the City. City's payment obligations hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Master Purchase Order, encumbered by the City after receipt of Vendor's invoice and paid into the Treasury of City. Vendor acknowledges that: (i) City does not by this Master Purchase Order, irrevocably pledge present cash reserves for payments in future fiscal years; and (ii) this Master Purchase Order is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City. City may setoff against any payments due to Vendor any claims and/or credits it may have against Vendor under this Master Purchase Order.

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

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

13. **Indemnification/Limitation of Liability:**
Vendor shall indemnify and hold harmless City (including but not limited to its employees, elected and appointed officials, agents and representatives) against any and all losses (including without limitation, loss of use and costs of cover), liability, damage, claims, demands, actions and/or proceedings and all costs and expenses connected therewith (including without limitation attorneys' fees) that arise out of or relate to any claim of infringement of patent, trademark, copyright, trade secret or other intellectual property right related to this Purchase Order or that are caused by or the result of any act or omission of Vendor, its agents, suppliers, employees, or representatives. Vendor's obligation shall not apply to any liability or damages which result solely from the negligence of City. Liability for claims for injuries to persons or property arising from the acts, omissions, or negligence of the City, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, Colorado Revised Statutes § 24-10-101, et seq; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b); and the City's limitation on liability for torts, Denver Revised Municipal Code § 1.1.7.

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

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

16. **Venue, Choice of Law and Disputes:**
Venue for all legal actions shall lie in the District Court in and for City and County of Denver, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and Revised Municipal Code, rules, regulations, Executive

Orders, and fiscal rules of City. All disputes shall be resolved by administrative hearing, pursuant to the procedure established by D.R.M.C.§ 56-106. Director of Purchasing shall render the final determination.

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

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

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

20. **Insurance:**
Vendor shall secure, before delivery of any goods/services, the following insurance covering all operations, goods and services provided to City. Vendor shall keep the required insurance coverage in force at all times during the term of the Master Purchase Order, or any extension thereof, during any warranty period, and for three (3) years after termination of this Master Purchase Order. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, City must be notified by Vendor. Vendor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Master Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of Vendor. Risk Management reserves the right to require additional policies and/or limits based on agreement scope of work. Vendor shall provide a copy of this Master Purchase Order to its insurance agent or broker. Vendor may not commence services or work relating to the Master Purchase Order prior to placement of coverage. Contractor certifies that the attached certificate of insurance attached to the Master Purchase Order documents, preferably an ACORD certificate, complies with all insurance requirements of this Master Purchase Order. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Master Purchase Order shall not act as a waiver of Vendor's breach of this Master Purchase Order or any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements. Vendor's insurer shall name as Additional Insured to its Commercial General Liability and Business Auto Liability policies the City and County of Denver, its elected and appointed officials, employees and volunteers. Vendor's insurer shall waive subrogation rights against the City. All sub-contractors and sub-consultants (including independent contractors, suppliers or other entities providing goods/services required by this Master Purchase Order) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Vendor. Vendor shall include all such entities as insureds under its policies or shall ensure that they all maintain the required coverages. Vendor shall provide proof of insurance for all such entities upon request by City. For Worker's Compensation Insurance, Vendor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of $100,000 for each bodily injury occurrence claim, $100,000 for each bodily injury caused by disease claim, and $500,000 aggregate for all bodily injuries caused by disease claims. Vendor expressly represents to City, as a material representation upon which City is relying, that none of the Vendor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Master Purchase Order, and that any such rejections previously effected, have been revoked. Vendor shall maintain Commercial General Liability coverage with limits of $1,000,000 for each occurrence, $1,000,000 for each personal and advertising injury claim, $2,000,000 products and completed operations aggregate, and $2,000,000 policy aggregate. Vendor shall maintain Business Auto Liability coverage with limits of $1,000,000 combined single limit applicable to all owned, hired and non-hired vehicles used in performing services under this Master Purchase Order. For Commercial General Liability coverage, the policy must provide the following: (i) That this Master Purchase Order is an Insured Contract under the policy; (ii) Defense costs in excess of policy limits(iii) A severability of interests, separation of insureds or cross liability provision; and (iv) A provision that coverage is non-contributory with other coverage or self-insurance provided by City. For claims-made coverage, the retroactive date must be on or before the first date when any goods or services were provided to City. Vendor must advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits

have been reduced below the required per occurrence limit, the Vendor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force

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

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

23. **No Construction Against Drafting Party:**
No provision of this Master Purchase Order shall be construed against the drafter.

24. **Status of Vendor/Ownership of Work Product:**
Vendor is an independent contractor retained on a contractual basis to perform services for a limited period of time as described in Section 9.1.1E(x) of the Charter of City. Vendor and its employees are not employees or officers of City under Chapter 18 of the D.R.M.C. for any purpose whatsoever. All goods, deliverables, hardware, software, plans, drawings, reports, submittals and all other documents or things furnished to City by Vendor shall become and are the property of City, without restriction.

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

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

27. **No Discrimination in Employment:**
Vendor shall not refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability; and Vendor shall insert the foregoing provision in any subcontracts hereunder.
In connection with the performance of work under this Master Purchase Order, the Vendor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Vendor shall insert the foregoing provision in all subcontracts.

28. **Use, Possession or Sale of Alcohol or Drugs:**
Vendor shall cooperate and comply with the provisions of Executive Order 94. Violation may result in City terminating this Master Purchase Order or barring Vendor from City facilities or from participating in City operations.

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

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

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

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

b. The Vendor certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

(2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

c. The Vendor also agrees and represents that:

(1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Vendor to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Vendor will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

(6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S, or the City Auditor, under authority of D.R.M.C. 20-90.3.

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

32. Prevailing Wages

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

a. The minimum wages to be paid for every class of labor, mechanics and worker shall be not less than the scale of wages from time to time determined to be the prevailing wages.
b. The Vendor or his/her subcontractor shall pay mechanics, laborers and workers employed directly upon the site of the work the full amounts accrued at time of payment, computed at wage rates not less than those stated or referenced in the specifications, and any addenda thereto, on the actual date of proposal opening, or in effect on the date of grant of permit for performance of such work under D.R.M.C. Section 49-171 et seq., or on the date of the written Master Purchase Order for contracts let by informal procedure under D.R.M.C. Section 20-63(b), regardless of any contractual relationship which may be alleged to exist between the vendor or subcontractor and such laborers, mechanics and workers.
c. The vendor and subcontractors to pay all workers, mechanics and other laborers at least once a week the full amounts of wages accrued at the time of payment except that the vendor and subcontractor shall make such payments to non-construction workers such as janitorial or custodial workers at least twice per month.
d. The vendor shall post in a prominent and easily accessible place at the site of the work the scale of wages to be paid by the vendor and all subcontractors working under the vendor.
e. If the vendor or any subcontractor shall fail to pay such wages as are required by the contract, the Auditor shall not approve any warrant or demand for payment to the vendor until the vendor furnishes the Auditor evidence satisfactory to the Auditor that such wages so required by the contract have been paid.
f. The vendor shall furnish to the Auditor each week during which work is in progress under the contract, a true and correct copy of the payroll records of all workers, laborers and mechanics employed under the contract, either by the vendor or subcontractors.
g. The copy of the payroll record shall be accompanied by a sworn statement of the vendor that the copy is a true and correct copy of the payroll records of all mechanics, laborers or other workers working under the contract either for the vendor or subcontractors, that payments were made to the workers, laborers and mechanics as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all workers, mechanics and other laborers employed on work under the contract, either by the vendor or by any subcontractor, have been paid the prevailing wages as set forth in the contract specifications.
h. If any laborer, worker or mechanic employed by the vendor or any subcontractor under the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as aforesaid, the City may, by written notice to the vendor, suspend or terminate the vendor's right to proceed with the work, or such part of the work as to which there has been a failure to pay the required wages, and in the event of termination may prosecute the work to completion by contract or otherwise, and the vendor and any sureties shall be liable to the City for any excess costs occasioned the City thereby.

33. FEDERAL PROVISIONS:

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

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE Vendor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60).
DAVIS-BACON ACT COMPLIANCE Vendor agrees to comply with the Davis-Bacon Act (40 U.S.C. 3148 to 3148) as supplemented by Department of Labor regulations (29 CFR part 5). **ANTI-KICKBACK ACT COMPLIANCE** Vendor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). **CONTRACT WORK HOURS AND SAFETY STANDARDS** Vendor agrees to comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT** Vendor agrees to comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. **CLEAN AIR AND WATER REQUIREMENTS** Vendor agrees to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et. seq.), and the Clean Water Act (33 U.S.C. 1251 et. seq.). Vendor agrees to report each violation of these requirements to the City and understands and agrees that the City will, in turn, report each violation as required to the appropriate EPA regional office. **ENERGY CONSERVATION REQUIREMENTS** The Vendor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (42 U.S.C. 6201) **NO SUSPENSION OR DEBARMENT** Vendor certifies that neither it nor its Principals or any of its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency. **BYRD ANTI-LOBBYING**. If the Maximum Contract Amount exceeds $100,000, the Vendor must complete and submit to the City a required certification form provided by the City certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any Federal contract grant of any other award covered by 31 U.S.C. 1352. Vendor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

This Master Purchase Order is acknowledged and agreed to by:

Vendor Name: Stone Security LLC
(Company Name)

By: Jennifer Denny Digitally signed by Jennifer Denny Date: 2020.10.06 06:55:49 -06'00'
(Authorized Signature)

Print Name: Jennifer Denny

Title: Contracts

Date: 10/6/2020

City & County of Denver, Purchasing Division

By: Furman, Joseph - GS Senior Procurement Analyst Digitally signed by Furman, Joseph - GS Senior Procurement Analyst Date: 2020.10.06 10:55:38 -06'00'

Print Name: Joseph Furman

Title: Senior Procurement Analyst

Date: 10/6/2020

Supervisor Initials: Romero, Michael P. - GS Buyer Supv Digitally signed by Romero, Michael P. - GS Buyer Supv Date: 2020.10.05 13:18:59 -06'00'

EXHIBIT "A"

Vendor: Stone Security, LLC
Title: IP Camera Maintenance and Install
Solicitation No.: 0822A

It is recommended that you use your Supplier Contract No. SC-00005193, in all future correspondence and/or other communications.

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

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

1. OVERVIEW

Contractor shall provide installation, design, Preventative Maintenance (PM) and related services for the existing CCTV Equipment. These related services may include mapping, analytics, and video wall configuration. It is possible the Contract may be asked to provide service work on systems not currently integrated into the City's standard Milestone VMS. For these services not covered under the PM program, invoicing will be on a time and materials basis.

2. MINIMUM MANDATORY CONTRACTOR QUALIFICATIONS

Contractor shall be required to maintain the following minimum Certifications / Qualifications throughout the life of this MPO:

- "Diamond" Certified partner of the Milestone Corporation.
- S2 Badging or equivalent Milestone compatible access control
- Certified Milestone Engineer
- Axis "Gold" Channel Partner
- Axis certifications

3. SERVICE AND REPAIR

For PM work, each interior camera and its supporting equipment shall be cleaned and adjusted a minimum of once a year. Each exterior camera and its supporting hardware shall be cleaned and adjusted a minimum of 2 times a year*. The majority of the services covered under this scope of work shall be done during normal business hours; however, the Contractor may be requested to work after hours. As part of the PM program, Contractor shall meet with the City on a weekly basis.

*The City and vendor may comprise a different schedule for cost savings measures which would supersede the minimum PM work stated above. For example, exterior cameras may only need to be cleaned two or three times per year.

- Contractor shall perform, at a minimum, the following tasks as part of the PM service for exterior and interior cameras.

    - Clean Dome/interior and exterior
    - Clean housing and mounting hardware
    - Clean Lens
    - Spray out with air dust and debris
    - Make sure set screws are tight
    - Check for any loose wires
    - Check for wear and make notes (report to City representative)

- Check seals
- Adjust/Aim Camera
- Perform any special instructions from City
- Check fans for proper operation

- Based on the PM schedule to be established by the City and Contractor, prior to PM services, the City's Technology Services (TS) Video Team will determine and communicate to the Contractor if specific adjustments or repairs need to be made. These adjustments or repairs shall be done at the time of the PM and need to be approved by the TS Video Team.

- During the PM service, Contractor may note that a camera requires repair, adjustment, etc. Contractor shall contact the TS Video Team via email with details of the issue. The TS Video Team shall direct Contractor to the appropriate solution. City shall provide contact information to Contractor.

- The Contractor shall provide the installation of new video equipment on video projects. Some projects involve a hybrid solution were video encoders are used to convert the existing analog cameras into IP or where the system is entirely IP.

- Audio recording is used extensively throughout the City and products and services related to Audio recording are included in this MPO. Contractor shall be responsible for installation, PM, custom programming, and repair of audio equipment.

- Contractor shall provide an "as built" drawing for each location at the completion of the PM to include cable pathways and closet termination locations as well as common labeling scheme to be used throughout the City. Contractor shall maintain a current "as built" drawing for each location. Contractor will update all drawings within 30 days of new project completion.

- Contractor shall provide a maximum of 40 hours per month for design services or professional services for projects to help better develop budgets. This is incorporated into the monthly PM costs. For City requested design services exceeding the 40 hours, Contractor may charge an hourly rate. The hourly rate shall be listed on the Pricing Attachment (Exhibit B).

- During the business hours between 7:30 am - 5:00 pm, Monday - Friday, service calls shall be broken into 3 priority levels, the priority of the call shall be determined by the reporting City agency and TS.

  - Priority 1 - 90-minute onsite responses time.
  - Priority 2 - 4-hour onsite responses time.
  - Priority 3 - 8-hour onsite responses time.

Repair response time failure liability:
Should a technician not be able to arrive on site in the allotted timeframes, Contractor shall not be penalized until twice the allotted time frame has passed. For example, Priority 1 response is required within 90 minutes; Contractor shall not be penalized until 180 minutes have passed.

- If Contractor fails to respond to the specific site where the service request has been made within the timeframes set forth, Contractor shall:

  - Provide a 10% credit to the next month’s maintenance cost for each noncompliance for a Priority 1 Service Call.

  - Provide a 5% credit to the next month’s maintenance cost for each noncompliance for a Priority 2 Service Call.

  - Provide a 3% credit to the next month’s maintenance cost for each noncompliance for a Priority 3 Service Call.

- Contractor shall have the resources and equipment to properly diagnose, repair, test network connectivity as well as audio equipment associated and used with video recording. This may include testing POE, speed, and length of cable as required.

- If equipment is under warranty or can be repaired provided equipment falls under current City standards;

    - Contractor shall remove equipment and coordinate RMA process
    - Contractor shall, if needed, provide a temporary camera or encoder
    - Contractor shall install repaired or new permanent camera
    - Contract will coordinate the removal of old cameras as needed. The City will be responsible for determining if material is to be recycled or sent to the Surplus warehouse if still functional

- Contractor service technicians responding to service calls shall have the capability and tools to interface and troubleshoot the camera in its installed location without the assistance of TS including providing POE for the camera for use with test equipment independent of City switching equipment and or with the POE provided by City equipment.

- Contractor shall have the capability to test cable connectivity from the camera to patch panel and patch panel to switch to verify cable connectivity.

- Contractor service technicians shall have the capability and tools to terminate cabling, punch down cables and certify cabling as needed on site to make repairs meeting City standards.

- City reserves the right to purchase video hardware from the vendor **OR** use City stock for hardware replacement or for new installations.

Service Contract Requirements
Contractor shall, within 90 days of the execution of this MPO;

- Have a minimum of two full time technicians and a designated Account Manager local to the Denver Metro Area.
- Have all tools needed to do the job (including truck, ladders, lift, etc.)
- Have availability to augment staff if large project requires additional technicians.

4. INSTALLATION

City Responsibilities

- Cabling and termination shall be provided by the City
- Network Resources shall be provided by the City
- Storage shall be provided by the City
- Server resources shall be provided by the City
- City shall provide desired mounting locations, drawing the field of view expectations
- Prior to any new camera project, Contractor shall walk the site with the TS Video Team
- For projects to be completed, there shall be sign off by the TS Video Team

Contractor Responsibilities

- Install City selected cameras
- Provide MAC address for cameras
- Mount cameras using industry standard best practice
- Plug camera into City provided network cable
- IP camera
- Aim camera
- Focus camera
- Final aiming of camera(s) to be approved by City

- Keep all cameras firmware up to date in line with most current and certified Milestone Camera Drive Pack for all new installs as well as PM.
    - Contractor will immediately notify City of any potential vulnerabilities or defects regarding security camera systems
- After installation of camera(s) Contractor shall provide an Excel spreadsheet detailing the following information
    - Camera name
    - Location
    - IP address
    - Model number of cameras
    - Firmware version
    - Mounting hardware used
    - MAC address
    - Longitude and latitude coordinates of camera(s)

5. DESIGN

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

The City reserves the right to bid out separately any large add-on or expansion projects. For these separately bid projects, Contractor shall take over maintenance of the new equipment after the initial warranty period has expired.

6. TRAINING

Contractor shall provide training / learning sessions to the City at no cost. These sessions can be formal, with outlines provided for material to be covered, or informal. Typical training sessions will take about a half day (3 - 4 hours).

7. INVENTORY

Contractor shall work with the City to establish an appropriate level of inventory to be maintained by Contractor. Quantities of specific products shall be determined after Contractor has evaluated what the City currently has installed, their quantities, and their time in use since installation.

8. VENDOR PERFORMANCE MANAGEMENT

The Purchasing Department may administer a vendor performance management program as part this MPO. The purpose of this program is to create a method for documenting and advising the Purchasing Department of exceptional performance or any problems related to the purchased goods and services.

9. PRICING INFORMATION

See Exhibit B

All prices, rates and/or discounts shall be firm and fixed.

10. ESTIMATED QUANTITIES

No minimum required ordering quantities have been established. Contractor shall provide products/services based on the City's actual requirements during the lifetime of this MPO, as determined by actual needs and availability of appropriated funds.

11. COOPERATIVE PURCHASING:

The City 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 supports such cooperative activities. Further, it is a specific requirement of this contract that pricing offered herein to the City may be offered by the vendor to any other governmental jurisdiction purchasing the same products.

The vendor must deal directly with any governmental agency concerning the placement of purchase orders, freight charges for destinations outside of the Denver Metro area, contractual disputes, invoicing, and payment. The City shall not be liable for any costs, damages incurred by any other entity.

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PURCHASING
DENVER GENERAL SERVICES

Date: July 16, 2024

STONE SECURITY, LLC
351 W LAWNDALE DR
SALT LAKE CITY, UT 84115
ATTN: Brent Edmunds, brent@stonesecurity.net, 801-597-1720

Reference: Supplier Contract No.: SC-00005193 (0822A)
Title: IP Camera Maintenance and Install

Hello Brent,

The Master Purchase Order referenced above expires on September 30, 2024. Should you desire to extend this contract for an additional one (1) year, to and Including 09/30/2025 and revise the aggregate amount to $8,000,000, please return this signed letter to the undersigned prior to July 26, 2024.

Please continue to refer to Master Purchase Order Number SC-00005193 in all correspondence, invoicing, billing or other communications.

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

Sincerely,

Christina Buster

Christina Buster
Associate Buyer

TO: City and County of Denver

I (we) hereby agree to renew the contract cited above for the additional period of time set forth at the same price(s), terms, and conditions as in the original contract. **I understand that this documentation is my confirmation of the MPO extension, and I will keep a copy for my records.**

Stone Security, LLC
(Company Name)

7/23/2024
(Date)

DocuSigned by:
Cliff Reichert
(Signature Line)

General Manager
(Title)

Cliff Reichert
(Printed Name)

RESOLUTION 20241098

BY AUTHORITY

RESOLUTION NO. CR24-1098

COMMITTEE OF REFERENCE:

SERIES OF 2024

Finance & Governance

A RESOLUTION

Approving a proposed amendment to master purchase order with Stone Security, LLC, to add time and funds for IP security camera installation and maintenance, citywide.

BE IT RESOLVED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER:

Section 1. The proposed amendment to master purchase order (SC-00005193) between the City and County of Denver and Stone Security, LLC, in the words and figures contained and set forth in that form of master purchase order available in the office and on the web page of City Council, and to be filed in the office of the Clerk and Recorder, Ex-Officio Clerk of the City and County of Denver, under City Clerk's Filing No. 20240110 is hereby approved.

COMMITTEE APPROVAL DATE: August 27, 2024 by Consent

MAYOR-COUNCIL DATE: September 3, 2024 by Consent

PASSED BY THE COUNCIL: September 9, 2024

Amanda P. Sandoval - PRESIDENT

ATTEST: _____ - CLERK AND RECORDER, EX-OFFICIO CLERK OF THE CITY AND COUNTY OF DENVER

PREPARED BY: Brian L. Martin, Assistant City Attorney DATE: September 5, 2024

Pursuant to section 13-9, D.R.M.C., this proposed resolution has been reviewed by the Office of the City Attorney. We find no irregularity as to form and have no legal objection to the proposed resolution. The proposed resolution is submitted to the City Council for approval pursuant to § 3.2.6 of the Charter.

Kerry Tipper, Denver City Attorney

BY: Anshul Bagga, Assistant City Attorney DATE: Sep 5, 2024

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PURCHASING
DENVER GENERAL SERVICES

Date: January 27, 2024

STONE SECURITY, LLC
351 W LAWNDALE DR
SALT LAKE CITY, UT 84115
ATTN: Cliff Reichert; cliff@stonesecurity.net; 877.888.0129

Reference: Supplier Contract No.: SC-00005193 (0822A)
Title: IP Camera Maintenance and Install

Hello Brent,

The Master Purchase Order referenced above expires on September 30, 2024. Should you desire to add funds and revise the aggregate amount to $9,500,000, please return this signed letter to the undersigned no later than Friday, February 7, 2025.

Please continue to refer to Master Purchase Order Number SC-00005193 in all correspondence, invoicing, billing or other communications.

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

Sincerely,

Christina Buster

Christina Buster
Associate Buyer

TO: City and County of Denver

I (we) hereby agree to renew the contract cited above for the additional period of time set forth at the same price(s), terms, and conditions as in the original contract. **I understand that this documentation is my confirmation of the MPO extension, and I will keep a copy for my records.**

Stone Security, LLC
(Company Name)

1/31/2025
(Date)

DocuSigned by:
Cliff Reichert
(Signature Line)

General Manager
(Title)

Cliff Reichert
(Printed Name)

Purchasing & Procurement Division
201 West Colfax Avenue, Dept. 304 | Denver, CO 80202
www.denvergov.org/generalservices
p. 720.913.8100