Master Purchase Order

DO NOT INVOICE TO THIS ADDRESS
City & County of Denver
Purchasing Division
201 West Colfax Avenue, Dept. 304
Denver, CO 80202
United States
Phone: 720-913-8100 Fax: 720-913-8101

DENVER
THE MILE HIGH CITY

Supplier Contract No.			SC-00003399
Date:	October 17, 2018	Revision No.	
Payment Terms	Net 30	Ordinance (as applicable):	
Freight Terms	DESTINATION		
Ship Via	Best Way		
Buyer:	Andrew Miskell		
Phone:	(720) 913-8159		

Workday Supplier ID: DENVR0000096232 Phone: (888) 230-1331 Email: Richard_Waal@SHI.com

SHI International Corp.
390 Davidson Avenue
Somerset, NJ 08873

Ship To: Denver International Airport (or as specified by the City Agency)

Bill To: As Specified By Agency

Attn: Richard Waal
Colorado Secretary of State ID:20131026866
U.S. Federal SAM Registry Verification Date: 10/08/2018

1. **Goods/Services:**
   SHI International Corp., a foreign corporation located in the State of New Jersey, ("Vendor" or "Supplier") shall provide the goods, and any services related thereto, identified and described on attached **Exhibit A**, to the City and County of Denver, a Colorado municipal corporation (the "City"), all in accordance with the terms and conditions of this Master Purchase Order.
2. **Ordering:**
   The City shall purchase one or more of the goods/services by issuing a written purchase order(s) or similar appropriate written document ("Order"), each of which will be deemed incorporated into this Agreement for purposes of such Order only.
3. **Pricing:**
   The pricing/rates for the goods/services is contained on **Exhibit A** and shall be held firm for the term of this Master Purchase Order.
4. **Term:**
   The term of this Master Purchase Order shall run from **February 1, 2019** to and including **January 31, 2022**.
5. **Non-Exclusive:**
   This Master Purchase Order is non-exclusive. City does not guarantee any minimum purchase other than as provided herein.
6. **Inspection and Acceptance:**
   City may inspect all goods/services prior to acceptance. Payment does not constitute acceptance. 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 (3) reject and return the goods at Vendor's cost and/or reject the services at Vendor's expense for full credit. Any rejected goods/services are not to be replaced without written authorization from City, and any such replacement shall be on the same terms and conditions contained in this Master Purchase Order. Vendor shall perform all services in accordance with the standard of care exercised by highly competent vendors who perform like or similar services.
7. **Shipping, Taxes and Other Credits and Charges:**
   All pricing is F.O.B. destination unless otherwise specified. Shipments must be marked with 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 **Ten Million Dollars** (**$10,000,000.00**). 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 Manager of General Services or his 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 and that any professional services associated with the goods, or stand alone professional services under $10,000, shall be performed in a workmanlike and professional manner with the degree of skill and judgment normally exercised by recognized professionals performing services of the same or substantially similar nature. For any goods or services which are, or become defective within twelve (12) months (unless otherwise specified) after date of receipt by City, Vendor shall at no expense to City, at City's election and to City's satisfaction, either remedy any and all defects or replace the defective goods within 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 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. 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, 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 Contractor 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, marital status, or physical or mental disability; and Vendor shall insert the foregoing provision in any subcontracts hereunder.

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 Contractor certifies that:

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

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

c. The Contractor also agrees and represents that:

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

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

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

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

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

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

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

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

This Master Purchase Order is acknowledged and agreed to by:

Vendor Name:	SHI International Corp. (Company Name)	**City & County of Denver, Purchasing Division**	
By:	Kristina Mann (Authorized Signature)	By:	
Print Name:	Kristina Mann	Print Name:	**Andrew Miskell**
Title:	Sr. Contracts Specialist	Title:	**Senior Buyer**
Date:	November 15, 2018	Date:	**11/16/2018**

Supervisor Initial:

Note: This agreement is contingent upon City Council Action under DRMC 3.26(e) and is void without such action.

EXHIBIT "A"

Supplier Contract No.: SC-00003399
Vendor Name: SHI International Corp.
Title: Microsoft Enterprise Agreement for the Denver International Airport

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It is recommended that you use your Supplier Contract No. – SC-00003399, in all future correspondence, billing, invoicing or other communications.

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

1) GENERAL DESCRIPTION

This contract is intended for use and purchase of Microsoft Enterprise Agreement licenses and support through a Microsoft channel partner, SHI International Corp., for the Denver International Airport (DEN).

2) F.O.B. POINT

All prices listed are at a firm F.O.B. Destination price, delivered to the following location, unless otherwise specified by DEN:

Denver International Airport
8550 Pena Blvd.
Room 8870
Denver, CO 80249

3) PATENTS

Supplier agrees to defend the City and County of Denver at Supplier's own expense, in all suits, actions or proceedings in which the City and County of Denver is made a defendant for actual or alleged infringement of any United States of America or foreign letters patent resulting from the City and County of Denver's use of the goods purchased as a result of this Invitation for Proposal. Supplier further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceeding against the City and County of Denver.

Supplier agrees to indemnify and hold harmless the City and County of Denver from any and all license, royalty and proprietary fees or costs, including legal costs, which may arise out of the City and County of Denver's purchase and use of goods supplied by the seller.

It is expressly agreed by Supplier that these covenants are irrevocable and perpetual.

4) QUANTITIES

The quantities required by the City and County of Denver may fluctuate during the entire term of this contract. Current needs are the City and County of Denver's best estimate and do not obligate the Buyer to order or accept more than City and County of Denver's actual requirements during the period designated, as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that this contractual agreement is to supply the City with its complete actual requirement of the materials specified in this contract for the designated period.

5) PRICING

All pricing listed within this contract is firm and fixed for the entire length of this contract. For all unit prices, refer the "Exhibit B" at the end of this contract.

6) PAYMENTS

The City will not pre-pay for terms of coverage other than what is either current or what is pending for the next annual renewal and true-up.

7) SCOPE OF WORK – GENERAL ADMINISTRATION

The Supplier must maintain Microsoft Enterprise sales representatives dedicated to and knowledgeable in the management and administration of the Microsoft Enterprise program, including but not limited to Microsoft licensing compliance requirements and the environment at DEN. The Supplier shall adhere to any certification required by Microsoft for such representatives. The name, address, office telephone, cellular telephone, fax number and email address of these individuals shall be provided to DEN's Technologies Division Chief Information Officer (CIO), or his designee, at the time of Contract award. Any change to the designated representative(s) must be provided to the CIO, or his designee, at least five (5) business days before the effective date of the change or if this is not possible, within three (3) business days of any change.

The Supplier shall provide all software license information directly to DEN's Technologies Division CIO, or his designee, as required.

The Supplier shall provide all sales, support, management and reporting services required to process requests from DEN. The Supplier will also account for requests for and sales of Microsoft Enterprise software products, services, and licenses via the Microsoft Enterprise Agreement.

The Supplier shall provide detailed reporting on DEN's Enterprise Agreement software assets, on a quarterly basis to include quarterly meetings with DEN to review current Microsoft licensing posture and provide appropriate recommendations to DEN.

8) **SCOPE OF WORK – CUSTOMER SERVICE**

The Supplier shall provide guidance and information through expeditious customer service that shall include but not be limited to the following:

a) Assist DEN with submittal and implementation of DEN's Master Enterprise Agreement;

b) Assess and provide guidance for DEN's responsibilities under the Microsoft Enterprise Agreement;

c) Respond to quote requests, documentation requests, and general inquiries concerning the terms of the Agreement, services and products provided, how to utilize services, cost benefits, support, etc., within one (1) business day

d) The identification of which software products are best applicable for DEN's operations, to include the most effective approach for securing licensing, media, and documentation that best fits current and longer term needs of DEN.

9) SCOPE OF WORK – MICROSOFT PRODUCTS AND SERVICE

The Supplier shall manage and provide DEN access to Microsoft's Volume Licensing on the Microsoft "Volume Licensing Service Center" (VLSC), "Office 365 Portal", and "Visual Studio Subscription Administration" websites

The Supplier shall provide all warranties as provided by Microsoft for Microsoft's products, services, and support to DEN.

The Supplier shall provide DEN access to all training and support services offered by Microsoft, as part of the Agreement. The successful bidder will be responsible for coordinating Microsoft training and support services with DEN, or its designee.

All reports and information required under the Microsoft Agreement shall be submitted by the successful bidder in the format specified by Microsoft. It is the responsibility of the successful bidder to use the correct Microsoft format.

10) SCOPE OF WORK – ANNUAL RENEWALS AND TRUE-UPS

The Supplier shall work the Denver International Airport Technology Services agency to accomplish all true-up and renewals in a timely manner. The Supplier shall accomplish the following for all annual renewals and true-ups:

1) Provide detailed annual Enterprise Agreement pricing, confirmation on all products or services available to be renewed and in need of True-Up within ninety (90) calendar days of the annual renewal.

2) Process true-up orders within thirty (30) calendar days of the anniversary date.

3) Ensure DEN receives a Software Asset Management (SAM) assessment when requested by DEN to ensure licensing accuracy and assess true up requirements within ninety (90) calendar days of the anniversary.

11) AIRPORT SECURITY

It is a material requirement of this Contract that the Vendor shall comply with all rules, regulations, written policies and authorized directives from the City and/or the Transportation Security Administration with respect to Airport security. The Vendor shall conduct all of its activities at the Airport in compliance with the Airport security program, which is administered by the Security Section of the Airport Operations Division, Department of Aviation. Violation by the Vendor or any of its employees, subcontractors, and vendors of any rule, regulation, or authorized directive from the City or the Transportation Security Administration with respect to Airport Security shall be grounds for immediate termination by the City of this Contract for cause.

The Vendor shall promptly upon notice of award of this Contract, meet with the Airport's Assistant Security Manager to establish badging and vehicle permit requirements for Vendor's operations under this Contract. The Vendor shall obtain the proper access authorizations for all of its employees, subcontractors, and vendors who will enter the Airport to perform work or make deliveries, and shall be responsible for each such person's compliance with all Airport rules and regulations, including without limitation those pertaining to security. Any person who violates such rules may be subject to revocation of his/her access authorization. The failure of the Vendor or any subcontractor to complete any required services hereunder shall not be excused on account of the revocation for good cause of access authorization of any person.

The security status of the Airport is subject to change without notice. If the security status of the Airport changes at any time during the term of this Contract, the Vendor shall take immediate steps to comply with security modifications which occur as a result of the changed status. The Vendor may at any time obtain current information from the Airport Security Office regarding the Airport's security status in relation to the Vendor's operations at the Airport.

The Vendor shall return to the City at the expiration or termination of this Contract, or upon demand by the City, all access keys or access badges issued to it for any area of the Airport, whether or not restricted. If the Vendor fails to do so, the

Consultant shall be liable to reimburse the City for all the City's costs for work required to prevent compromise of the Airport security system. The City may withhold funds in the amount of such costs from any amounts due and payable to the Vendor under this Contract.

LAWS, REGULATIONS, TAXES AND PERMITS

The Vendor shall procure all permits and licenses, pay all charges, taxes and fees and give all notices necessary and incidental to the due and lawful prosecution of the work. All costs thereof shall be deemed to be included in the prices proposed for the work.

The Vendor, at all times, shall observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules and regulations in any manner affecting the conduct of the work.

Without limiting the foregoing, the Vendor shall establish appropriate procedures and controls so that services under this Contract will not be performed by using any alien who is not legally eligible for such employment under United States Immigration laws. Failure to comply with this condition satisfactorily may cause the City to terminate this Contract.

12) 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 proposal or Request for Proposal 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.

The vendor(s) 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 and County of Denver shall not be liable for any costs, damages incurred by any other entity.

13) VENDOR PERFORMANCE MANAGEMENT

The Purchasing Department may administer a vendor performance management program as part this proposal and resulting contract. 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.

CCD EXHIBIT B - SC-00003399

REQUEST FOR PROPOSAL # 10840A (2018)

MICROSOFT ENTERPRISE AGREEMENT FOR DENVER INTERNATIONAL AIRPORT (DEN)

All pricing quoted shall be considered as a delivered price

SECTION 1 - CURRENT ENTERPRISE ARCHITECHTURE ENROLLMENT

Bid Item	Product Name	Description	Product Type	Quantity	Delivered Unit Price	Delivered Extended Price
1	Audio Conferencing	Audio Conf ShrdSvr ALNG SubsVL MVL PerUsr	Monthly Subscription Volume License	50	$ 42.24	$ 2,112.00
2	Microsoft 365 Enterprise E3	M365 E3 FromSA ShrdSvr ALNG SubsVL MVL PerUsr	Monthly Subscription Volume License	2,090	$ 288.24	$ 602,421.60
3	Power BI Premium P1	PwrBIPremP1 ShrdSvr ALNG SubsVL MVL	Annual Subscription Volume License	1	$ 44,835.12	$ 44,835.12
4	Power BI Pro	PwrBIPro ShrdSvr ALNG SubsVL MVL PerUsr	Monthly Subscription Volume License	180	$ 89.64	$ 16,135.20
5	Microsoft Project Online Professional		Monthly Subscription Volume License	126	$ 269.28	$ 33,929.28
6	Project Online Essentials	ProjOnlnEssntls ShrdSvr ALNG SubsVL MVL PerUsr	Monthly Subscription Volume License	155	$ 62.88	$ 9,746.40
7	Microsoft Project Online Premium		Monthly Subscription Volume License	29	$ 493.68	$ 14,316.72
8	Microsoft Project Online Professional		Monthly Subscription Volume License	59	$ 269.28	$ 15,887.52
9	Visio Online Plan 2	VisioOnlnP2 ShrdSvr ALNG SubsVL MVL PerUsr	Monthly Subscription Volume License	241	$ 134.64	$ 32,448.24
10	RDS CALs	WinRmtDsktpSrvcsCAL ALNG LicSAPk MVL UsrCAL	Software Assurance (SA) Only	805	$ 49.80	$ 40,089.00
11	VDA E3 per Device	VDAE3PerDvc ALNG SubsVL MVL PerDvc	Annual Subscription Volume License	118	$ 87.84	$ 10,365.12
12	Azure Monetary Commit	AzureMonetaryCommit ShrdSvr ALNG SubsVL MVL Commit	Annual Subscription Volume License	40	$ 1,200.00	$ 48,000.00

CCD EXHIBIT B - SC-00003399 - Continued

SECTION 1 - CONTINUED - SCE ENROLLMENT 1						
Bid Item	Product Name	Description	Product Type	Quantity	Delivered Unit Price	Delivered Extended Price
13	CIS Datacenter 2-Core SA		Software Assurance (SA) Only	672	$ 156.00	$ 104,832.00
14	CIS Standard 2-Core SA		Software Assurance (SA) Only	2144	$ 31.80	$ 68,179.20
15	SQL Device CAL	SQLCAL ALNG SA MVL DvcCAL	Software Assurance (SA) Only	965	$ 32.04	$ 30,918.60
16	SQL User CAL	SQLCAL ALNG SA MVL UsrCAL	Software Assurance (SA) Only	352	$ 32.04	$ 11,278.08
17	SQL Enterprise per Server	SQLSvrEnt ALNG SA MVL	Software Assurance (SA) Only	5	$ 1,387.44	$ 6,937.20
18	SQL Enterprise 2-Core	SQLSvrEntCore ALNG SA MVL 2Lic CoreLic	Software Assurance (SA) Only	38	$ 2,109.24	$ 80,151.12
19	SQL Standard per Server	SQLSvrStd ALNG SA MVL	Software Assurance (SA) Only	31	$ 137.76	$ 4,270.56
20	SQL Standard 2-Core	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	Software Assurance (SA) Only	44	$ 550.08	$ 24,203.52
21	Visual Studio Enterprise w/ MSDN	VSEntSubMSDN ALNG SA MVL	Annual Subscription Volume License	25	$ 1,005.84	$ 25,146.00
22	Visual Studio Pro w/ MSDN	VSProSubMSDN ALNG SA MVL	Annual Subscription Volume License	1	$ 303.24	$ 303.24
23	Visual Studio Test Professional w/ MSDN	VSTstProSubMSDN ALNG LicSAPk MVL	Annual Subscription Volume License	8	$ 556.84	$ 4,454.72

CCD EXHIBIT B - SC-00003399 - Continued

SECTION 1 - CONTINUED - ADDITIONAL SCE ENROLLMENT 1						
Bid Item	**Product Name**	**Description**	**Product Type**	**Quantity**	**Delivered Unit Price**	**Delivered Extended Price**
24	Azure Monetary Commit	AzureMonetaryCommit ShrdSvr ALNG SubsVL MVL Commit	Annual Subscription Volume License	49	$ 1,200.00	$ 58,800.00
SECTION 1 - CONTINUED - PREMIERE SUPPORT						
Bid Item	**Product Name**	**Description**	**Product Type**	**Quantity**	**Delivered Unit Price**	**Delivered Extended Price**
25	Support Assistance	Premiere Standard Services	Hours	175	$ 247.00	$ 43,225.00
26	Problem Resolution Support	Premiere Standard Services	Hours	70	$ 234.00	$ 16,380.00
27	Onsite Resource	Premiere Standard Services	Site Visits	12	$ 25.00	$ 300.00

VENDOR NAME: SHI International

CONTACT NAME: Richard Waal

CCD EXHIBIT B - SC-00003399 - Continued

REQUEST FOR PROPOSAL # 10840A (2018)

MICROSOFT ENTERPRISE AGREEMENT FOR DENVER INTERNATIONAL AIRPORT (DEN)

All pricing quoted shall be considered as a delivered price

SECTION III - MICROSOFT 365 E5 TRANSITION

Bid Item	Product Name	Description	Product Type	Quantity	Delivered Unit Price	Delivered Extended Price
28	Microsoft 365 Enterprise E5	M365 E5 ShrdSvr ALNG SubsVL MVL PerUsr	Monthly Subscription Volume License	2,090	$ 606.48	$ 1,267,543.20
29	Enterprise Mobility Suite (EMS) E5	EntMobandSecE5Full ShrdSvr ALNG SubsVL MVL PerUsr	Monthly Subscription Volume License	2,090	$ 156.24	$ 326,541.60
30	Office 365 Enterprise E5	O365E5 ShrdSvr ALNG SU MVL PerUsr	Monthly Subscription Volume License	2,090	$ 369.60	$ 772,464.00

SECTION V - OFFLINE OFFICE ACCESS

Bid Item	Product Name	Description	Product Type	Quantity	Delivered Unit Price	Delivered Extended Price
31	Microsoft Office	***PROPOSING VENDOR SHALL COMPLETE DESCRIPTION AND PRODUCT TYPE THIS BASED UPON THEIR OFFERED PRODUCT(S)***		60	$ 190.04	$ 11,402.40

VENDOR NAME: SHI Inernational

CONTACT NAME: Richard Waal