

**BY AUTHORITY**

ORDINANCE NO. \_\_\_\_\_  
SERIES OF 2015

COUNCIL BILL NO. CB15-0392  
COMMITTEE OF REFERENCE:  
GENERAL SERVICES

**A BILL**

**For an ordinance approving a proposed Purchase Order between the City and County of Denver and BlindShine Inc. for hotel guest room blinds for the Hotel and Transit Center at Denver International Airport.**

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

**Section 1.** The proposed Purchase Order between the City and County of Denver and BlindShine Inc. in the words and figures contained and set forth in that form of 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. 2015-0235, is hereby approved.

COMMITTEE APPROVAL DATE: June 16, 2015

MAYOR-COUNCIL DATE: June 23, 2015

PASSED BY THE COUNCIL: \_\_\_\_\_, 2015

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

APPROVED: \_\_\_\_\_ - MAYOR \_\_\_\_\_, 2015

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

NOTICE PUBLISHED IN THE DAILY JOURNAL: \_\_\_\_\_, 2015; \_\_\_\_\_, 2015

PREPARED BY: John M. Redmond, Assistant City Attorney *JR* DATE: June 25, 2015

Pursuant to section 13-12, D.R.M.C., this proposed ordinance 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 ordinance. The proposed ordinance is submitted to the City Council for approval pursuant to § 3.2.6 of the Charter.

D. Scott Martinez, City Attorney for the City and County of Denver

BY: \_\_\_\_\_, Assistant City Attorney

DATE: June 25, 2015

# PURCHASE ORDER

## AS AGENT ONLY



### THE PARKER COMPANY

6205 Blue Lagoon Drive, Suite 300  
Miami, FL 33126  
United States

<b>ORDER NUMBER</b>	<b>624969</b>	
<b>ORDER DATE</b>	<b>21 Jan 2014</b>	<b>REVISED ON: 15 Jan 2015</b>
<b>PROJECT</b>	<b>Westin DIA FF&amp;E</b>	
<b>BUDGET</b>	<b>11677</b>	

When calling TPC about this PO ask for - Diane Cudworth

VENDOR	BILL TO	SHIP TO
BlindShine Inc. 4570 Ironton St. Denver, CO 80239 United States	DENVER INTERNATIONAL AIRPORT - CITY AND COUNTY OF DENVER c/o The Parker Company Miami, FL 33126 6205 Blue Lagoon Drive United States	Will Advise Shipping Information To Follow

### SPECIAL INSTRUCTIONS

Westin DIA is a purchasing collaboration between The Parker Company and Martin Stringfellow Associates. Email invoices to Juan Asencor, [jasencor@parkerinternational.com](mailto:jasencor@parkerinternational.com), phone 305.421.6940. Send submittals for approval to Gensler, 500 S. Figueroa Street, Los Angeles, CA 90071, ATTN: Michelle Boll: [michelle\\_boll@gensler.com](mailto:michelle_boll@gensler.com) Tel: 213.327.3701, cc: Diane Cudworth of MSA @ [diane@mbsco.com](mailto:diane@mbsco.com).

Specifications: Refer to preamble, as well as individual specs.

Submittals: All items for approval are to be submitted to the DESIGNER. Design approvals must be received in writing. COPY PURCHASER on all communications with the designer. Label with VENDOR, JOB NAME, SPEC #, AND DESCRIPTION.

Costs: Must include packaging, handling, cartoning and any other relevant preparation charges.

Freight: Unless otherwise noted, freight is handled through our designated freight manager (do not prepay and add to invoice).

Warranty: Minimum one (1) year (or possibly greater) manufacturer's warranty for durability and workmanship.

Application and Suitability: Item(s) must be suitable for the designated application(s).

Side marking: Each item's package must show SPEC #, DESCRIPTION, AREA, and PROJECT NAME.

INVOICES: SUBMIT TO CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado c/o THE PARKER COMPANY, ATTN Juan Asencor .

Final Destination: Denver, Colorado

SPECIFIER: Gensler, 500 S. Figueroa St., Los Angeles, CA 90071, contact: Michelle Boll (Guestrooms), 213. 327.3901, [michelle\\_boll@gensler.com](mailto:michelle_boll@gensler.com)  
Candra Mathis (Public), 213.327.3655, [Candra\\_Mathis@gensler.com](mailto:Candra_Mathis@gensler.com)  
and please always copy Diane at MSA, [diane@mbsco.com](mailto:diane@mbsco.com).

LEAD TIME: Typically 8 weeks (to be confirmed once all approvals and deposit are received)

REQUIRED DELIVERY DATE: 04/04/14 (to be scheduled)

PAYMENT TERMS: 50% deposit, balance net 30

FOB: Delivered to jobsite by vendor

This order is subject to mock-up approval.

Coordinate measure and installation with Shane Knutson of MHS, [shane.knutson@mo](mailto:shane.knutson@mo)

NOTE: ALL INSTRUCTIONS MUST BE FOLLOWED OR MERCHANDISE WILL NOT BE ACCEPTED

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
1	GR-500WTC CLOSURE/MOUNT FOR MOTORIZED CANTED SHADES MARK FOR: Guestrooms (GR) CONTROL NO: 10500-WTC REFERENCE #: GR-500WTC	1 LOT	\$13,400.00	\$13,400.00
2	GR-500WTL LABOR FOR MOTORIZED CANTED SHADES MARK FOR: Guestrooms (GR) CONTROL NO: 10500-WTL REFERENCE #: GR-500WTL	1 LOT	\$34,500.00	\$34,500.00
3	GR-500WTW LV WIRING FOR MOTORIZED CANTED SHADES MARK FOR: Guestrooms (GR) CONTROL NO: 10500-WTW REFERENCE #: GR-500WTW	1 LOT	\$8,300.00	\$8,300.00

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
4	<p>GR-504-WT DUAL ROLLER SHADE, BLACKOUT AND SOLAR, MECHANIZED, AT GUESTROOM  MECHO SYSTEMS SPRING-TENSIONED ROLLER SHADES FOR CANTED WINDOWS.  PER GENSLER SPEC DATED 08/30/13.  SPECS GR-504.1-WTF &amp; GR-504.2-WTF INCLUDED.</p> <p>ALL ITEMS ON THIS ORDER:  PRICING INCLUDES FIELD MEASURE, DELIVERY TO SITE, AND INSTALLATION; ALL SHADE FABRICS ARE INCLUDED BY VENDOR. ALL DIMENSIONS MUST BE FIELD-VERIFIED BY MECHO/BLIND SHINE.  MOCK-UP REQUIRED FOR REVIEW BY DESIGNER (VENDOR TO COORDINATE WITH DESIGNER AND KEEP PURCHASER INFORMED). WRITTEN APPROVAL OF MOCK-UP REQUIRED BEFORE PRODUCTION MAY BEGIN.  JAMBS TO BE EXTRUDED BY OTHERS. FTS SHADES WERE ELIMINATED AND REPLACED BY CUSTOM SPRING-TENSIONED SHADES.  INCLUDES MECHO STANDARD CLOSURE AND CLOSURE MOUNT AT WINDOW HEAD ON FRONT AND BACK.  LOW VOLTAGE WIRING FOR SHADE CONTROL. RACEWAYS BY OTHERS.  LINE VOLTAGE WIRING IS EXCLUDED.  REQUIRED SUBMITTALS: (SEND TO DESIGNER, CC PURCHASER)  -FINISH SAMPLE  -SHOP DRAWINGS  MARK FOR: Guestrooms (GR)  CONTROL NO: 10504-WT REFERENCE #: GR-504-WT</p>	54 LOT	\$4,132.60	\$223,160.40
5	<p>GR-505-WT SINGLE ROLLER SHADE, SOLAR ONLY, AT GUESTROOM  MECHO SYSTEMS SPRING-TENSIONED ROLLER SHADES FOR CANTED WINDOWS.  PER GENSLER SPEC DATED 08/30/13.  SPEC GR-505.1-WTF INCLUDED.  MARK FOR: Guestrooms (GR)  CONTROL NO: 10505-WT REFERENCE #: GR-505-WT</p>	4 EA	\$3,250.00	\$13,000.00
6	<p>GR-506-WT SINGLE PRIVACY ROLLER SHADE AT GUESTROOM  MECHO SYSTEMS SPRING-TENSIONED ROLLER SHADES FOR CANTED WINDOWS.  PER GENSLER SPEC DATED 08/30/13.  SPEC GR-506.1-WTF INCLUDED.  MARK FOR: Guestrooms (GR)  CONTROL NO: 10506-WT REFERENCE #: GR-506-WT</p>	32 EA	\$2,046.88	\$65,500.16
7	<p>GR-509-WT DUAL ROLLER SHADE (BLACKOUT &amp; SOLAR), MECHANIZED, EXTENDED WIDTH DBL MOTOR AT GUESTROOM  MECHO SYSTEMS SPRING-TENSIONED ROLLER SHADES FOR CANTED WINDOWS.  PER GENSLER SPEC DATED 08/30/13.  INCLUDES GR-509.1-WTF AND GR-509.2-WTF.  MARK FOR: Guestrooms (GR)  CONTROL NO: 10509-WT REFERENCE #: GR-509-WT</p>	16 LOT	\$4,142.50	\$66,280.00
8	<p>GR-510-WT SINGLE ROLLER SHADE (SOLAR), EXTENDED WIDTH DBL MOTOR AT GUESTROOM  MECHO SYSTEMS SPRING-TENSIONED ROLLER SHADES FOR CANTED WINDOWS.  PER GENSLER SPEC DATED 08/30/13.  SPEC GR-510.1-WTF INCLUDED.  MARK FOR: Guestrooms (GR)  CONTROL NO: 10510-WT REFERENCE #: GR-510-WT</p>	2 EA	\$3,250.00	\$6,500.00

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
9	GR-511-WT SINGLE ROLLER SHADE (PRIVACY), SHORT, AT GUESTROOM MECHO SYSTEMS SPRING-TENSIONED ROLLER SHADES FOR CANTED WINDOWS. PER GENSLER SPEC DATED 08/30/13. SPEC GR-511.1-WTF INCLUDED. MARK FOR: Guestrooms (GR) CONTROL NO: 10511-WT REFERENCE #: GR-511-WT	8 EA	\$2,050.00	\$16,400.00
10	GR-504-WTZ CHARGE FOR CHANGE TO ZIP GLIDE SHADES MARK FOR: Guestrooms (GR) CONTROL NO: 10504-WTZ REFERENCE #: GR-504-WTZ	1 LOT	\$45,000.00	\$45,000.00
11	GR-504-WTE EXTENDED MC J BOX LEADS Supply Qty (109) Extended MC J box leads for the electrician to pull from the sill up to the head condition. Supply Qty (70) Y power connections.  MARK FOR: Guestrooms (GR) CONTROL NO: 10504	1 LOT	\$12,500.00	\$12,500.00

This Purchase Order is prepared by PARKER/STRINGFELLOW ("Agent"), on behalf of Client, as agent only for Client. All purchases are being made solely for account of Client, and not for account of Agent. Client shall bear the sole responsibility for payments. All correspondence and other business pertaining to acceptance and filing of this Purchase Order, including, without limitation, credit approval, terms, and payment shall be between Vendor and Client, and Agent assumes no liability therefor, and makes no representations to Vendor or Client express or implied.

1. Vendor warrants that all Merchandise (products) delivered pursuant to this purchase order shall conform to the order details, shall be contract quality, shall be fit for the purpose for which it is intended, and shall carry a minimum one year warranty against defects in materials and workmanship. PARKER/STRINGFELLOW (P/S) and/or Client reserve the right to return all or part of any non conforming or defective merchandise and Vendor shall give a full refund for returned merchandise including all associated costs for the return.

2. Vendor agrees to protect, hold harmless and indemnify P/S and Client (which shall include their parent corporations, subsidiaries, related and affiliated corporations, officers, directors and employees) and shall defend P/S and Client (with counsel reasonably satisfactory to P/S and Client) from and against any and all damages, loss, liability, claim, demand or cause of action (including but not limited to the payment of royalties) arising directly or indirectly out of, or in connection with (a) Vendor's services and operations, (b) any breach of Vendor's warranty set forth above, (c) Vendor's products, including, without limitation, any defect or alleged defect, in design material or workmanship, (d) any infringement or alleged infringement of copyright, patent, or trademark rights relative to the Merchandise, (e) any failure of the Merchandise to conform to the order, and (f) any failure of the Merchandise to comply with all applicable laws regulations and codes.

3. If any party brings a proceeding to enforce the terms hereof or to declare rights hereunder, the prevailing party in any such proceeding shall be entitled to its attorney's fee and costs.

SUB TOTAL	\$504,540.56
TAX	AS APPLICABLE
FREIGHT	AS APPLICABLE
TOTAL	\$504,540.56

\*\*All Amounts are in US Dollars

DENVER INTERNATIONAL AIRPORT - CITY  
AND COUNTY OF DENVER

CLIENT

Dave Mashburn / Curtis Subia / Michelle  
Boll

SIGNATURE

27 Jan 2014

DATE

