

# Master Purchase Order

<b>DO NOT INVOICE TO THIS ADDRESS</b>			Master Purchase Order No. 0010A0211	
City & County of Denver			Date: November 7, 2011	Revision No. 01
Purchasing Division			Payment Terms FOB Net 30	
201 West Colfax Avenue, Dept. 304			Freight Terms DESTINATION	
Denver, CO 80202			Ship Via Delivery/ Bestway	
United States			Buyer: Michael Romero	
Phone: 720-913-8100 Fax: 720-913-8101			Phone: 720-913-8122	

Vendor: Drive Train Industries, Inc. Phone: 303-292-1100

Fax: 303-297-0473

Drive Train Industries, Inc.  
 5555 Joliet Street  
 DENVER  
 CO 80239  
 Attn: Donna Palumbo  
 donnapalumbo@dti-inc.com  
 CCD-V.I.D: 0000000086

Ship To: Various City Agencies

Bill To: Accounts Payable  
 201 West Colfax Department 908  
 Denver, Colorado  
 80202  
 or  
 As Specified By Agency

**1. Goods/Services:**

Drive Train Industries, Inc., a S-Corporation in the State of Colorado, ("Vendor") shall provide the goods, and any services related thereto, identified and described on attached **Exhibit A**, to the City and County of Denver, a Colorado municipal corporation (the "City"), all in accordance with the terms and conditions of this Master Purchase Order.

**2. Ordering:**

The City shall purchase one or more of the goods/services by issuing a written purchase order(s) or similar appropriate written document ("Order"), each of which will be deemed incorporated into this 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 City signature date to and including June 30, 2012. 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 Master Purchase Order for additional periods mutually agreed upon by the City and the vendor at the same prices and/or price percentage adjustments, terms and conditions. However, the aggregate of the original term and any renewals/extensions may not exceed five (5) years from the original City signature date herein.

**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 Master 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 **four hundred fifty thousand dollars** (\$450,000). 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 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 Master Purchase Order are free from defects in workmanship and materials, are merchantable, and fit for the purposes for which they are to be used. For any goods furnished under this Master Purchase Order which become defective within twelve (12) months (unless otherwise specified) after date of receipt by City, Vendor shall 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 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 contendere, or admits culpability to a criminal offense of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature.

**20. Insurance:**

Vendor 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 Purchase Order, or any extension thereof, during any warranty period, and for three (3) years after termination of this 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 stating "Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the issuing company shall send written notice to the Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202. Such written 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." Additionally, Vendor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by certified mail, return receipt requested. 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 Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of Vendor. Vendor shall provide a copy of this Purchase Order to its insurance agent or broker. Vendor may not commence services or work relating to the Purchase Order prior to placement of coverage. Contractor certifies that the attached certificate of insurance attached to the Purchase Order documents, preferably an ACORD certificate, complies with all insurance requirements of this 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 Purchase Order shall not act as a waiver of Vendor's breach of this 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 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 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 Purchase Order. For Commercial General Liability coverage, the policy must provide the following: (i) That this 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. 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.

The initial term of this Master Purchase Order is acknowledged and agreed to by:

Vendor Name: DRIVE TRAIN INNOVATIONS, INC. City & County of Denver, Purchasing Division  
(Company Name)

By: [Signature]  
(Authorized Signature)

By: [Signature]

Print Name: Dennis M. Palumbo

Print Name: Michael Romero

Title: Purchasing

Title: Senior Buyer

Date: 11-8-11

Date: 11/17/2014

EXTENSION / RENEWALS: (OPTIONAL)

Upon renewal, City procurements shall be made via Purchase Order (PO) under the pricing, terms and conditions of this MPO. Invoicing must contain the individual PO number that corresponds with the order. General inquiries, not specific to an individual order, shall reference the above MPO.

Extension No. 1

The contract made and entered into by your company and the City and County of Denver pursuant to the above referenced Master Purchase Order (MPO) expires on 6/30/2012.

Should you desire to extend this contract to and including 6/30/2013, and revise the aggregate amount to \$ N/A, please return this page with your signature.

Vendor Name: DRIVE TRAIN INNOVATIONS, INC. City & County of Denver, Purchasing Division  
(Company Name)

By: [Signature]  
(Authorized Signature)

By: [Signature]

Print Name: Dennis Palumbo

Print Name: MICHAEL ROMERO

Title: Purchasing

Title: BUYER

Date: 6-8-12

Date: 6/25/2012

Notes:

Extension No. 2 X

The contract made and entered into by your company and the City and County of Denver pursuant to the above referenced Master Purchase Order (MPO) expires on 6/30/2013.

Should you desire to extend this contract to and including 10/31/2013, and revise the aggregate amount to \$ 800,000, please return this page with your signature.

Vendor Name: Drive Train Industries, Inc.  
(Company Name)

City & County of Denver, Purchasing Division

By: [Signature]  
(Authorized Signature)

By: [Signature]

Print Name: Donna M. Palumbo

Print Name: Michael Romero

Title: Purchasing

Title: Buyer

Date: 6-7-13

Date: 6/20/2013

Note: Increased dollar amount subject to City Council Approval per 3.26(e) of Charter

Extension No. 3

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

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

Vendor Name: \_\_\_\_\_  
(Company Name)

City & County of Denver, Purchasing Division

By: \_\_\_\_\_  
(Authorized Signature)

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Note:

**Extension No. 4** \_\_\_\_\_

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

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

**City & County of Denver, Purchasing Division**

**Vendor Name:** \_\_\_\_\_  
(Company Name)

**By:** \_\_\_\_\_  
(Authorized Signature)

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Note:**

**Extension No. 5** \_\_\_\_\_

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

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

**City & County of Denver, Purchasing Division**

**Vendor Name:** \_\_\_\_\_  
(Company Name)

**By:** \_\_\_\_\_  
(Authorized Signature)

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Note:**



**Extension No. 6** \_\_\_\_\_

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

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

**City & County of Denver, Purchasing Division**

**Vendor Name:** \_\_\_\_\_  
(Company Name)

**By:** \_\_\_\_\_  
(Authorized Signature)

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Note:

**Extension No. 7** \_\_\_\_\_

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

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

**City & County of Denver, Purchasing Division**

**Vendor Name:** \_\_\_\_\_  
(Company Name)

**By:** \_\_\_\_\_  
(Authorized Signature)

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Note:

EXHIBIT "A"

Vendor: Drive Train Industries, Inc.  
Title: AUTO\_PARTS\_MKT\_0010A  
Master Purchase Order No.: 0010A0211

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**It is recommended that you use your Master Purchase Order No. – 0010A0211, in all future correspondence.**

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

**1. DISCOUNTS / PREMIUMS (APPLIED TO PUBLISHED PRICE LISTS):**

Pricing shall be based on a price percentage adjustment applied to a manufacturer's Published Price List(s). Such Published Price List(s) must be common to, and accepted by the industry in general.

Revised Published Price Lists may be used as a means of price adjustment. However, all initial pricing is to be firm until September 15, 2011-See Line 14 Pricing updates below. Revised Published Price Lists will be accepted only in the event of an industry-wide price change, as evidenced by the issuance of revised price lists by the manufacturer.

**2. CATALOG AND PRICE LISTS:**

Upon request, the vendor shall provide additional sets of manufacturer's product catalogs and parts price lists for the duration of the Master Purchase Order.

**3. PROCUREMENT CARDS: PAYMENT CONDITIONS:**

Awarded contractors shall have the capability of accepting the City's authorized Procurement Card as a method of payment. No price changes or additional fee(s) may be assessed when accepting the Procurement Card as a form of payment.

**4. PRICING:**

All price percentage adjustments indicated herein shall be firm and fixed for the initial term and any extensions.

**5. F.O.B. POINT:**

All pricing is firm price F.O.B. Destination- City and County of Denver property, Colorado- delivered to multiple City locations.

**6. DELIVERY CONSIDERATIONS: (Per line 5 immediately above)**

- a) The vendor is required to maintain adequate local inventories to cover normal usage by agencies of the City.
- b) The vendor shall have the ability to provide a minimum of two (2) deliveries per day to each City fleet maintenance facility.
  - Orders received Monday-Friday before 12:00 PM requires same day delivery in the afternoon by 5:00 PM or earlier.
  - Orders received Monday-Friday from 12:00 PM to 6:00 PM requires next business day (Monday-Friday) delivery before 12:00 PM or earlier.
- c) The vendor shall collaborate with individual agencies in regards to their specific delivery requirements including but not limited to weekend and potential swing and night shift requirements.
- d) Deliveries of items not at accepted vendor location that require shipment from outside the Denver Metro Area are anticipated within 48 hours (Monday through Friday excluding holidays) from the time the order is placed in accordance per line 5 immediately above.

- e) In the event an order cannot be delivered within the timelines above, the accepted vendor shall contact the agency within two (2) hours of the initial City request and communicate the anticipated lead-time.
- f) The vendor is to accommodate expedited delivery requests by City agencies as required; the City shall only compensate the vendor for balance of expedited freight costs versus standard delivery costs.
- g) The City shall not compensate the vendor for expedited freight costs for those items specifically identified by each agency(s) in writing that the accepted vendor is to routinely stock for that agency.
- h) Continual shortages and expedite requirements on the part of the City due to the accepted vendor's inventory shortages may result in termination of Master Purchase Order agreement.
- i) City Pick Up-Vendors shall allow the City to pick up parts within two (2) business hours after an order has been placed- when required.

7. B.4 PRODUCT RETURNS:

- a) Agencies shall receive full credit for any parts/ components returned within 365 days of initial delivery.
- b) Agencies shall receive a minimum of one-half (1/2) or greater credit for any parts/ components returned within 366-720 days of initial delivery.
- c) Successful vendors shall contact each using agency within thirty days of agreement initiation to collaborate in relation to return parts/ components protocol(s).

8. AIRPORT SECURITY:

As applicable-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.

**9. EMERGENCY PURCHASES:**

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

**10. 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 Master Purchase Order 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.

**11. PALLET CHARGE:**

All pallets supplied by non-local vendors shall become property of the City, local vendors may be required to take back pallets and re-use (when practical)

**12. INVOICING:**

All invoicing shall include City Purchase Order Number or notate Credit Card payment or additional language as required by the City.

**13. PRICING UPDATES:**

The following apply through out the term of the initial agreement term and any extensions.

- a) Price list(s) changes/ updates will be allowed to go in effect only if preceded by a 15 calendar day written notice by the vendor to the City.
- b) Accepted vendors will be allowed to submit price list changes only once in any one 90-day time period.
- c) Vendor cover letter and pricing lists must be dated, signed and submitted to the Purchasing Buyer identified herein.
- d) Revised Published Price Lists will be accepted only in the event of an industry-wide price change, as evidenced by the issuance of revised price lists by the manufacturer and/or a justification acceptable to the Director of Purchasing.

#### 14. ITEM FILE

The City has implemented a new ERP/SKU (Stock Keeping Unit) inventory-tracking module into its financial system, known internally as the 'Item File'.

It is a specific requirement of this Master Purchase Order that the vendor collaborate with the City to introduce and maintain specific SKU's/ Items within the City's 'Item File' (as required.)

The protocol for the City/ Vendor/ SKU 'Item File' collaboration includes but is not limited to the following:

- a) Specific items will be identified by the City to become a SKU/ Item;
- b) The City and vendor will collaborate to determine the SKU/ Item description;
- c) Specific SKU/Item pricing will be determined by applying the vendor's Price Percentage Adjustment to the price list and price column identified by the vendor for each SKU/ Item or as determined by specific bid price for the SKU/ Item (as applicable.);
- d) The SKU/ Item price will be fixed for finite periods (typically quarterly);
- e) City Agencies will order the SKU/ Item via the City's Purchasing Division's Procurement Module and issue the vendor Purchase Orders;
- f) The vendor shall enter/ populate City SKU/ Item upload templates with required information and pricing;

#### 15. PROCUREMENT METHODOLOGIES-DEFINITIONS

- a) P-CARD: City Agency may utilize a City Credit Card
- b) Blanket PO (Purchase Order): City Agency may establish a Blanket PO, the Agency will place multiple orders using the same PO Number and the Vendor will be required to invoice indicating the same PO number for multiple purchases over time.
- c) PO (Purchase Order)- City Agency may issue a single PO for a specific set of items for a specific instance; the Vendor will be required to invoice indicating the specific PO number.
- d) Item File: The City Agency will order items through the City's ERP 'Item File' and issue the vendor PO's. The Purchasing Division, City Agency, and Vendor will continually collaborate to identify and update specific items and their pricing in the City 'Item File'.
- e) The City reserves the right to add/ delete/ change procurement methodologies for manufacture line items herein throughout the term of Master Purchase Order and any renewal periods.

<b>TABLE 1.</b>	
<b>NIGP CODE</b>	
<b>060</b>	<b>AUTOMOTIVE AND TRAILER EQUIPMENT AND PARTS</b>
<b>21</b>	<b>Brakes, Repairs, and Replacements</b>
<b>ITEM E.</b>	
<b>ACCEPTED AS PRIMARY VENDOR</b>	
a.	OEM EQUIVALENT BRAKE SHOES/ PADS
i.	SHOES SHALL BE ABLE TO BE RE-LINED
ii.	VENDOR SHALL TAKE BACK USED SHOES/PADS
b.	MEDIUM/ HEAVY DUTY TRUCKS-AIR ACTUATED (NON-HYDRAULIC)
c.	INDICATE:
i.	MANUFACTURER: _____ DTI/MERITOR _____
ii.	LIST SHEET: _____ DTI _____
iii.	LIST SHEET PUBLISH DATE: _____ DTI _____
iv.	PRICE COLUMN: _____ DTI _____
v.	PERCENTAGE PRICE ADJUSTMENT (-) FOR DISCOUNT:
	_ -13% _
vi.	AGENCY PROCUREMENT METHODOLOGY: P-CARD, ITEM FILE

<b>TABLE 2.</b>	
<b>NIGP CODE</b>	
<b>060</b>	<b>AUTOMOTIVE AND TRAILER EQUIPMENT AND PARTS</b>
<b>37</b>	<b>Electrical Parts</b>
ITEM B.	
<b>ACCEPTED AS PRIMARY VENDOR</b>	
a.	COLE HERSEE (ALTERNATIVE-INDICATE A MANUFACTURER/ DISTRIBUTOR WITH A PRODUCT LINE COMPARABLE TO COLE HERSEE)
b.	INDICATE:
i.	MANUFACTURER: <u>    TECHTRAN    </u>
ii.	LIST SHEET PUBLISH DATE: <u>    4-20-2011    </u>
iii.	PRICE COLUMN: <u>    DTI-JOBBER    </u>
iv.	PERCENTAGE PRICE ADJUSTMENT (-) FOR DISCOUNT
	<u>    -15%    </u>
v.	AGENCY PROCUREMENT METHODOLOGY: P-CARD, BLANKET PO, PO, ITEM FILE (as required)

<b>TABLE 4.</b>	
<b>NIGP CODE</b>	
<b>060</b>	<b>AUTOMOTIVE AND TRAILER EQUIPMENT AND PARTS</b>
<b>42</b>	<b>Filters: Air, Fuel, Oil, Power Steering, Transmission , Hydraulic Etc.</b>
ITEM A.	
<b>ACCEPTED AS PRIMARY VENDOR</b>	
d. <b>BALDWIN™ (NO SUBSTITUTE)</b>	
e. <b>INDICATE:</b>	
i. <b>PRICE COLUMN: CURRENT BLUE PRICE (NO SUBSTITUTE)</b>	
ii. <b>PERCENTAGE PRICE ADJUSTMENT (-) FOR DISCOUNT:</b>	
<b>_-60%_</b>	
iii. <b>AGENCY PROCUREMENT METHODOLOGY: ITEM FILE</b>	