


Master Purchase Order

DO NOT INVOICE TO THIS ADDRESS		Master Purchase Order No.		SC-00004766		
City & County of Denver		Date:	March 17, 2020	Revision No.		
Purchasing Division		Payment Terms		Net 30		
201 West Colfax Avenue, Dept. 304		Freight Terms		DESTINATION		
Denver, CO 80202		Ship Via		Vendor's choice		
United States		Buyer:		Jennifer Guillen		
Phone: 720-913-8100 Fax: 720-913-8101		Phone:		720-913-8155		

Vendor: Advanced Technology, Inc.

Phone: 303-355-9214

Fax: 303-355-8638

Advanced Technology, Inc.
 4940 Jackson St
 Denver, CO 80216
 Attn: Katie Jeffrey, scs4650@aol.com
 Colorado Secretary of State ID: 20191427320
 SAM Registry Verification Date: 3/25/2020

Ship To: Various City Agency locations
 Bill To: Various City Agency locations. It is the responsibility of the Vendor to obtain correct "Bill To" information at the time of ordering.

1. Goods/Services:

Advanced Chemical Technology, Inc., a 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 Date of City Signature to and including February 28, 2021. 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 of one year at the same prices, terms and conditions. However, no more than four (4) yearly extensions shall be made to the original Master Purchase Order and it shall not surpass 2/13/2025.

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 One Million Dollars (\$1,000,000.00). 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 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 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 stating "Should any of the above-described policies be canceled or should any coverage be reduced before the expiration date thereof, the issuing company shall send written notice to the Denver Risk Administrator, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202 by certified mail, return receipt requested. Such written notice shall be sent thirty (30) days prior to such cancellation or reduction unless due to non-payment of premiums for which notice shall be sent ten (10) days prior." 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. City reserves the right to require Vendor to provide a bond, at no cost to City, in the amount of the deductible or self-insured retention to guarantee payment of claims. 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. Vendor shall provide a copy of this Master Purchase Order to its insurance agent or broker and have its agent or broker provide proof of Vendor's required insurance on the industry standard ACORD form. City reserves the right to require Vendor to provide a certificate of insurance, a policy, or other proof of insurance as required by City's Risk Administrator in his sole discretion. Vendor's insurer shall name City as an additional insured and waive subrogation rights against City. All sub-consultants, subcontractors, independent contractors, suppliers or other entities providing goods/services hereunder 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 general liability coverage with limits of \$1,000,000 for each occurrence claim, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations for each occurrence, and \$2,000,000 policy aggregate. Vendor shall maintain auto coverage with limits of \$1,000,000 for bodily injury per person, \$1,000,000 for bodily injury for each accident, and \$1,000,000 for property damage applicable to all vehicles operating on City property and elsewhere. For general liability coverage, the policy must provide the following: (i) unlimited defense costs in excess of policy limits; (ii) contractual liability covering the indemnification provisions of this Master Purchase Order; (iii) severability of interests provision; (iv) waiver of exclusion for lawsuits by one insured against another; (v) provision that coverage is primary; (vi) provision that coverage is non-contributory with other coverage or self-insurance provided by City; and (vii) if the policy is a claims-made policy, then the retroactive date must be on or before the first date when any goods or services were provided to City.

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. Prevailing Wages


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

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

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

This Master Purchase Order is acknowledged and agreed to by:

Vendor Name: Advanced Technology LLC
(Company Name)
By: 
(Authorized Signature)
Print Name: Katherine Jeffrey
Title: President
Date: 4/8/2020

City & County of Denver, Purchasing Division
By: 
Print Name: Jennifer Guillen
Title: Associate Procurement Analyst
Date: April 8, 2020

Michael Romero 4/2/2020

EXHIBIT "A"

Vendor: Advanced Technology, Inc.
Title: Laundry and Ware Wash Products
Master Purchase Order No.: SC-00004766
Reference File: 5573S

It is recommended that you use your Master Purchase Order No. – SC-00004766 in all future correspondence, billing, invoicing or other communications.

All purchases for Laundry and Ware Wash Products under this MPO are made pursuant to DRMC 20-64.5. The terms and conditions herein supersede and replace all terms and conditions of State of Colorado agreement #14193.

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

See the attached spreadsheet for a complete list of Core Products.

Core Item list products deliver within a maximum of five (5) business days.

Special Order items deliver within a maximum of ten (10) business days.

Minimum order: None

1. GENERAL LAUNDRY AND WARE WASH EQUIPMENT REQUIREMENTS:

- a. Advanced Chemical Technology, Inc. shall furnish, install and maintain at no cost to the City proper dispensing equipment to the known facilities, and any others that may be added throughout the duration of the Master Purchase Order.
- b. Advanced Chemical Technology, Inc. shall be responsible for coordinating with each agency's laundry and/or kitchen manager, for the installation of new dispenser(s), if applicable to the product. In the event a quantity of previous vendor's product(s) remain unused subsequent to effective date of this Master Purchase Order, coordination between the new contractor and laundry and or/kitchen managers shall ensure previous vendor's products are completely utilized allowing previous vendor's dispenser(s) to remain in place before similar products are received from new contractor and shall further ensure that no interruption of service shall occur during transition. The removal of dispenser(s) shall be a coordinated effort between the laundry and/or kitchen managers, and the new and previous contractor.
After removal, the City encourages usable dispensers to be recycled.
- c. The system shall be a closed system that shall automatically dispense products from their respective shipping containers into the laundry and or ware wash machine.
- d. The system shall utilize current equipment technology.

- e. The system shall automatically inject the proper amount of product for each load, allowing flexibility according to work classifications. The system shall have optional add-on detergent pump for higher volume detergent output for laundry machines larger than 150 pounds dry weight capacity.
- f. The system shall be capable of pumping from a minimum distance of 100 feet.
- g. The laundry system shall have the capacity of counting laundry loads.

2. MATERIAL SAFETY DATA SHEETS:

A hard copy Material Safety Data Sheet (MSDS) shall be included with all product shipments, or alternatively, Advanced Chemical Technology may provide a website link for accessing the MSDS sheets. EPA registration numbers shall be shown on all Material Safety Data Sheets.

NOTE: MSDS sheets are available on disk upon request.

3. SERVICE PLAN REQUIREMENTS AND SERVICE REPORTS FOR ALL AGENCIES:

- a. The dispensing equipment currently used by the City is the property of the current vendor. Advanced Chemical Technology, Inc. will be responsible to provide secure, tamper-proof dispensing equipment sufficient for the City's use, when applicable.
- b. Equipment required to transport and accurately dispense product shall be designed and provided by Advanced Chemical Technology, Inc. at vendor's expense, subject to City approval.
- c. Advanced Chemical Technology, Inc. will be expected to adapt existing equipment, and/or provide any new or additional dispensing equipment, as necessary for simple and continuous use of the vendor's product, and will maintain all dispensing equipment at each City agency for the duration of the Master Purchase Order, to the City's satisfaction, at no extra charge beyond the purchase price of the product. Advanced Chemical Technology, Inc. shall be familiar with varied types and brands of laundry and ware wash equipment to include adjustment of equipment to maximize efficiency of the product provided.

4. SERVICE PLANS FOR LAUNDRY AND WARE WASH EQUIPMENT MACHINES:

- a. Advanced Chemical Technology, Inc.'s service plan for **Laundry equipment machines** shall include, but not be limited to the following:
 - Water hardness
 - pH levels of the break bleach and sour cycle of wash formulas
 - Alkalinity levels of both active and inactive alkalinity
 - Chlorine retention
 - Water levels (both high and low)
 - General condition of equipment
 - Water temperatures
 - Formula running times
 - Service product dispensing equipment as required
 - Other services as requested by the State agency and agreed to by the Vendor

- b. Advanced Chemical Technology, Inc.'s service plan for **Ware wash equipment machines** shall include, but not be limited to the following:
- Concentration of detergent wash solution shall be analyzed to ensure that the proper concentration range is maintained
 - Test wash and rinse water for proper temperatures
 - Inspect steam and fill valves and repair when required
 - Inspect wash manifold arms and nozzles, rinse arms and jets and adjust, repair or replace as needed
 - Inspect machine by-pass action, overflow action and balance and adjust as needed
 - Check drain valves and plumbing and repair as needed
 - Inspect pumps and motor, air vents and screens
 - Inspect electrical wiring and switches
 - Service product dispensing equipment as required
 - Other services as requested by the City and agreed to by the Vendor

5. USAGE REPORTS:

Advanced Chemical Technology, Inc. shall provide bi-yearly usage reports to the Purchasing Department. Usage reports shall include the following information:

- Quantity sold per bid item number, per agency
- Overall totals of each bid item number sold
- Reports shall be provided in an unprotected Excel format.

6. SERVICE REPORTS:

Advanced Chemical Technology, Inc.'s technical service representative shall provide a written service report to the agency representative upon completion of each service call.

The City reserves the right to approve the service report formats offered by Advanced Chemical Technology, Inc. prior to implementation of the Price Agreement.

Failure to provide this report 2 months in a row may result in termination of the Price Agreement at the sole discretion of the City and County of Denver. The City and its agencies will not be responsible for reminding vendor to provide this report or provide the scheduled service.

Environmental impact and requirements:

The City may do periodic testing of its own to verify vendor report results. If results vary, the first time, the City will call in the vendor to fix the problem. A second variation may result in termination of the Master Purchase Order.

- Advanced Chemical Technology, Inc.'s technical service representative shall contact each City agency using the products, monthly at minimum, or on a schedule as requested by the agency representative, to provide preventative maintenance and service of the equipment at no additional charge.

- Advanced Chemical Technology, Inc.'s technical service representative shall respond to emergency calls as required by the City. A verbal response is required within two (2) hours of the first contact initiated by the City agency. On-site response is required within a maximum of one (1) business day, or as mutually agreed between the City and the vendor.
- Advanced Chemical Technology, Inc. shall provide technical assistance, advice and consulting services to City agencies on an "as needed" basis regarding product usage and laundering or ware washing problems.

7. REPLACEMENT PARTS:

Machine parts that need replacement shall be supplied by Advanced Chemical Technology, Inc. and billed to the agency.

8. TRAINING:

Advanced Chemical Technology, Inc. shall train City personnel, or other individuals such as inmates in the Denver County jail, in the proper function and use of all products provided.

Ongoing training opportunities shall be offered within a schedule identified by the City.

Environmental impact and requirements:

The City shall ensure that replacement city employees, or other individuals, such as inmates, are identified for training, in the event of turnover of previously trained staff.

Training shall include, but not be limited to the following:

- Products/product application
- Laundry and Ware washer equipment operation
- Proper loading of laundry, dishes, and other ware wash items
- Pre-scraping procedures for ware wash items
- Machine clean-up procedures
- Training shall be available in English, in languages other than English, and offer the use of the latest visual training aids. At minimum, training shall be available in Spanish, as well as English.
- **Environmental impact and requirements:**
Programming or changing of laundry or ware washer equipment formulas shall be performed only by a representative from Advanced Chemical Technology, Inc., as needed or requested by City agency's. Where feasible, the City will also provide secured dilution ratio stations.
- **After completion of training programs with identified key staff, Advanced Chemical Technology, Inc. is permitted discretion to monitor proper use of product containers and to advise the City Purchasing Director regarding end user compliance with manufacturer recommended procedures.**

SKU	Manufacturer	Product Name	GREEN	Quantity in Case/ Package	Dilution ratio (Express as 1 : rate)	Amount Per Use (Dilution oz. per gallon)	LIST Price	Net State Price	Applied Discount from List
Part A: Laundry									
4OZLB15	SPECIALTY CHEMICALS & SYSTEMS, INC.	LDY DET OZO	.	15 GAL	1:640	0.2	\$ 275.94	\$ 184.88	33%
4OZEX5	SPECIALTY CHEMICALS & SYSTEMS, INC.	LDY DET OZO	.	5 GAL	1:640	0.2	\$ 99.20	\$ 66.46	33%
4OXY15	SPECIALTY CHEMICALS & SYSTEMS, INC.	LIQUID OXYDEN BLEAC	.	15 GAL	1:1125	0.075	\$ 294.84	\$ 197.54	33%
4EX15	SPECIALTY CHEMICALS & SYSTEMS, INC.	EXALT	GREEN SE	15 GAL	1:1283	0.1	\$ 245.92	\$ 164.77	33%
4LQB15	SPECIALTY CHEMICALS & SYSTEMS, INC.	LIQUID BREAKER	.	15 GAL	1:1283	0.1	\$ 253.91	\$ 170.12	33%
4WW250	SPECIALTY CHEMICALS & SYSTEMS, INC.	WHITE WINGS	.	250 PACK	1:0	1	\$ 108.92	\$ 72.97	33%
4DX15	SPECIALTY CHEMICALS & SYSTEMS, INC.	DESTAIN EXTRA	.	15 GAL	1:512	0.1	\$ 140.90	\$ 94.41	33%
4DX05	SPECIALTY CHEMICALS & SYSTEMS, INC.	DDESTAIN EXTRA	.	5 GAL	1:512	0.1	\$ 37.11	\$ 24.87	33%
4DX15	SPECIALTY CHEMICALS & SYSTEMS, INC.	DESTAIN EXTRA	.	15 GAL	1:1283	0.1	\$ 105.77	\$ 70.87	33%
4SS05	SPECIALTY CHEMICALS & SYSTEMS, INC.	SUPER SS	.	5 GAL	1:3328	0.1	\$ 79.21	\$ 53.07	33%
4APEX50	SPECIALTY CHEMICALS & SYSTEMS, INC.	APEX	.	50 LB.	1:1100	0.115	\$ 57.80	\$ 38.72	33%
3CITRA05	SPECIALTY CHEMICALS & SYSTEMS, INC.	CITRA SOL	.	5 GAL	1:128	1	\$ 78.68	\$ 52.72	33%
4SS15	SPECIALTY CHEMICALS & SYSTEMS, INC.	SUPER SS	.	15 GAL	1:3328	0.1	\$ 237.57	\$ 159.17	33%
4EX30	SPECIALTY CHEMICALS & SYSTEMS, INC.	EXALT	GREEN SE	30 GAL	1:1283	0.1	\$ 475.22	\$ 318.40	33%
4TOTAL40	SPECIALTY CHEMICALS & SYSTEMS, INC.	TOTAL	.	40 LB.	1:333	0.4	\$ 55.98	\$ 37.50	33%
4LQB30	SPECIALTY CHEMICALS & SYSTEMS, INC.	LIQUID BREAKER	.	30 GAL	1:1283	0.1	\$ 507.83	\$ 340.25	33%
4DX30	SPECIALTY CHEMICALS & SYSTEMS, INC.	DESTAIN EXTRA	.	30 GAL	1:1283	0.1	\$ 208.46	\$ 139.67	33%
4SS30	SPECIALTY CHEMICALS & SYSTEMS, INC.	SUPER SS	.	30 GAL	1:3328	0.1	\$ 475.13	\$ 318.34	33%
4ARM&H41	SPECIALTY CHEMICALS & SYSTEMS, INC.	ARM & HAMMER	.	1/4 GAL	1:0	1	\$ 67.41	\$ 45.16	33%
4SW41	SPECIALTY CHEMICALS & SYSTEMS, INC.	SOLID WASH	.	4/8LB.	1:855	0.15	\$ 204.42	\$ 136.96	33%
4APEX50	SPECIALTY CHEMICALS & SYSTEMS, INC.	APEX	.	50 LB.	1:1100	0.115	\$ 57.80	\$ 38.72	33%
4SOD41	SPECIALTY CHEMICALS & SYSTEMS, INC.	SOLID OXYDET	.	1/8 LB. CA	1:855	0.15	\$ 90.63	\$ 60.72	33%
Part B: Ware Wash									
2ECOS41	SPECIALTY CHEMICALS & SYSTEMS, INC.	ECO SUDS	GREEN SE	4/1 GAL	1:1280	0.1	\$ 43.41	\$ 29.08	33%
2DF41	SPECIALTY CHEMICALS & SYSTEMS, INC.	DISINFECTANT SANITIZ	EPA	4/1 GAL	1:512	0.25	\$ 79.32	\$ 53.15	33%
1LF41	SPECIALTY CHEMICALS & SYSTEMS, INC.	LIME FREE	.	4/1 GAL	1:365	0.35	\$ 56.60	\$ 37.92	33%
3ONDK41	SPECIALTY CHEMICALS & SYSTEMS, INC.	ON DECK	.	4/1 GAL	1:128	1	\$ 36.09	\$ 24.18	33%
2GREAS41	SPECIALTY CHEMICALS & SYSTEMS, INC.	GREASCUTTER	.	4/1 GAL	1:128	1	\$ 35.31	\$ 23.66	33%
1SPOTHD41	SPECIALTY CHEMICALS & SYSTEMS, INC.	SPOTLESS HD	.	4/1 GAL	1:320	0.004	\$ 128.74	\$ 86.25	33%
3ONDK61	SPECIALTY CHEMICALS & SYSTEMS, INC.	ON DECK	.	6/1 GAL	1:128	1	\$ 51.76	\$ 34.68	33%
2ECOS05	SPECIALTY CHEMICALS & SYSTEMS, INC.	ECO SUDS	GREEN SE	5 GAL	1:128	0.1	\$ 52.05	\$ 34.87	33%
1LF41	SPECIALTY CHEMICALS & SYSTEMS, INC.	LIME FREE	.	4/1 GAL	1:365	0.35	\$ 56.60	\$ 37.92	33%
1LF41	SPECIALTY CHEMICALS & SYSTEMS, INC.	LIME FREE	.	4/1 GAL	1:365	0.35	\$ 56.60	\$ 37.92	33%
2ECOS41	SPECIALTY CHEMICALS & SYSTEMS, INC.	ECO SUDS	GREEN SE	4/1 GAL	1:128	0.1	\$ 43.41	\$ 29.08	33%
2ECOS61	SPECIALTY CHEMICALS & SYSTEMS, INC.	ECO SUDS	GREEN SE	6/1 GAL	1:128	0.1	\$ 65.08	\$ 43.60	33%
1RESOD41	SPECIALTY CHEMICALS & SYSTEMS, INC.	RESPOND SOLID	.	4/9 LB. CA	1:1000	0.13	\$ 99.09	\$ 66.39	33%
1ACT15	SPECIALTY CHEMICALS & SYSTEMS, INC.	ACTIVATE	.	15 GAL	1:2209	0.057	\$ 165.58	\$ 110.94	33%
1ACT05	SPECIALTY CHEMICALS & SYSTEMS, INC.	ACTIVATE	.	5 GAL	1:2209	0.057	\$ 59.89	\$ 40.13	33%
2DF05	SPECIALTY CHEMICALS & SYSTEMS, INC.	DISINFECTANT SANITIZ	EPA	5 GAL	1:512	0.25	\$ 112.08	\$ 75.09	33%
1SOLO05	SPECIALTY CHEMICALS & SYSTEMS, INC.	SOLO	.	5 GAL	1:2209	0.057	\$ 74.85	\$ 50.15	33%
1SANS15	SPECIALTY CHEMICALS & SYSTEMS, INC.	SANS SPOT	GREEN SE	15 GAL	1:32000	0.004	\$ 333.12	\$ 223.19	33%
2DF61	SPECIALTY CHEMICALS & SYSTEMS, INC.	DISINFECTANT SANITIZ	EPA	6/1 GAL	1:512	0.25	\$ 138.76	\$ 92.97	33%
2DF41	SPECIALTY CHEMICALS & SYSTEMS, INC.	DISINFECTANT SANITIZ	EPA	4/1 GAL	1:512	0.25	\$ 79.32	\$ 53.15	33%
3CITRA41	SPECIALTY CHEMICALS & SYSTEMS, INC.	CITRA SOL	.	4/1 GAL	1:128	1	\$ 63.21	\$ 42.35	33%
3ONDK05	SPECIALTY CHEMICALS & SYSTEMS, INC.	ON DECK	.	5 GAL	1:128	1	\$ 38.86	\$ 26.03	33%
2DF05	SPECIALTY CHEMICALS & SYSTEMS, INC.	DISINFECTANT SANITIZ	EPA	5 GAL	1:512	0.25	\$ 112.08	\$ 75.09	33%
1SANS05	SPECIALTY CHEMICALS & SYSTEMS, INC.	SANS SPOT	GREEN SE	5 GAL	1:32000	0.004	\$ 121.37	\$ 81.32	33%
3CITRA05	SPECIALTY CHEMICALS & SYSTEMS, INC.	CITRA SOL	.	5 GAL	1:128	1	\$ 79.07	\$ 52.98	33%
2ECOS05	SPECIALTY CHEMICALS & SYSTEMS, INC.	ECO SUDS	GREEN SE	5 GAL	1:128	0.1	\$ 52.05	\$ 34.87	33%
3ANTMI41	SPECIALTY CHEMICALS & SYSTEMS, INC.	ANTIMICROBIAL HAND	.	4/1 GAL	1:0	128	\$ 89.37	\$ 59.88	33%
3ONDK41	SPECIALTY CHEMICALS & SYSTEMS, INC.	ON DECK	.	4/1 GAL	1:128	1	\$ 36.20	\$ 24.26	33%
1SANS41	SPECIALTY CHEMICALS & SYSTEMS, INC.	SANS SPOT	GREEN SE	4/1 GAL	1:32000	0.004	\$ 100.10	\$ 67.07	33%
1RESPW41	SPECIALTY CHEMICALS & SYSTEMS, INC.	RESPOND POWDER	.	4/6 LB. CA	1:1000	0.13	\$ 127.44	\$ 85.39	33%

NON-MARKET BASKET DISCOUNTS

Category Group	Categories and Subcategories	Discount Off List/ Catalog	Name of Catalog or Price List
Part A	Laundry (overall)	33%	ADVANCED TECNOLOGY, LLC
Group 1	Laundry Detergent: Powder (Dry Chemical)	33%	ADVANCED TECNOLOGY, LLC
Group 1	Laundry Detergent: Heavy Duty	33%	ADVANCED TECNOLOGY, LLC
Group 1	Laundry Detergent: Liquid	33%	ADVANCED TECNOLOGY, LLC
Group 2	Rust-Removing Sour	33%	ADVANCED TECNOLOGY, LLC
Group 3	Bleach: Liquid	33%	ADVANCED TECNOLOGY, LLC
Group 3	Ozonated products (bleach alternative)	33%	ADVANCED TECNOLOGY, LLC
Group 4	Fabric Softener with Bacterial Static Agent: Liquid	33%	ADVANCED TECNOLOGY, LLC
Group 4	Fabric Softener with Bacterial Static Agent: Liquid Sour and Softener Combined	33%	ADVANCED TECNOLOGY, LLC
Group 5	Liquid Laundry Alkali	33%	ADVANCED TECNOLOGY, LLC
Group 6	Liquid Pre-Soak	33%	ADVANCED TECNOLOGY, LLC
Part B	Ware Wash Products (overall)	33%	ADVANCED TECNOLOGY, LLC
Group 1	Machine Detergents (solid, powered, and liquid)	33%	ADVANCED TECNOLOGY, LLC
Group 2	Manual Detergents (solid, powered, and liquid)	33%	ADVANCED TECNOLOGY, LLC
Group 2	Pre-Soak (solid, powered, and liquid)	33%	ADVANCED TECNOLOGY, LLC
Group 3	Rinse Additives: Solid Rinse Additives	33%	ADVANCED TECNOLOGY, LLC
Group 3	Rinse Additives: Liquid Rinse Additives	33%	ADVANCED TECNOLOGY, LLC
Group 4	Germicidal Detergents: Idophor Liquid	33%	ADVANCED TECNOLOGY, LLC
Group 4	Germicidal Detergents: Quaternary Liquid	33%	ADVANCED TECNOLOGY, LLC
Group 5	Food Service Cleaners: Scale/Lime/Iron Removal Detergent	33%	ADVANCED TECNOLOGY, LLC
Group 5	Food Service Cleaners: General Purpose Degreaser Concentrate	33%	ADVANCED TECNOLOGY, LLC