

Master Purchase Order

DO NOT INVOICE TO THIS ADDRESS		Master Purchase Order No.	0318A0112		
City & County of Denver		Date:	9/20/2012	Revision No.	
Purchasing Division		Payment Terms	NET 30		
201 West Colfax Avenue, Dept. 304		Freight Terms	DESTINATION		
Denver, CO 80202		Ship Via			
United States		Buyer:	John Davies		
Phone: 720-913-8100 Fax: 720-913-8101		Phone:	720-913-8151		

Vendor: 0000082467 Phone: 303-242-4431 E-mail: jeff@libertyportables.com

Clear Selections Group, Inc
 DBA Liberty Waste Management
 1841 W. Harvard Ave.
 Englewood, CO 80110
 Attn: Jeff Frey

Ship To: Multiple Locations within the City of Denver

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

1. Goods/Services:

Clear Selections Group, Inc. dba Liberty Waste Management, a Colorado Company, shall provide the goods, and any services related thereto, identified and described on attached **Exhibit A**, to the City and County of Denver, a Colorado municipal corporation (the "City"), all in accordance with the terms and conditions of this Master Purchase Order.

2. Ordering:

The City shall purchase one or more of the goods/services by issuing a written purchase order(s) or similar appropriate written document ("Order"), each of which will be deemed incorporated into this Agreement for purposes of such Order only.

3. Pricing:

The pricing/rates for the goods/services is contained on **Exhibit A** and shall be held firm for the term of this Master Purchase Order.

4. Term:

The term of this Master Purchase Order shall run from November 1st, 2012 to and including October 31st, 2013.

5. Extension or Renewal:

It is a specific provision of this Master Purchase Order that the City and the vendor may mutually agree to renew and continue the contract or agreement consummated under 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.

6. Non-Exclusive:

This Master Purchase Order is non-exclusive. City does not guarantee any minimum purchase other than as provided herein.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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, Two Hundred Thousand Dollars (\$1,200,000.00). 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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

19. 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.

20. 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.

21. 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 or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, City must be notified by Vendor. Vendor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this 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.

22. 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.

23. 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.

24. No Construction Against Drafting Party:

No provision of this Master Purchase Order shall be construed against the drafter.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

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

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

b. The Contractor certifies that:

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

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

c. The Contractor also agrees and represents that:

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

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

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

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

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or

subcontractor and the City within three (3) days. The Contractor will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

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

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

This Master Purchase Order is acknowledged and agreed to by:

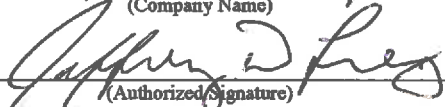
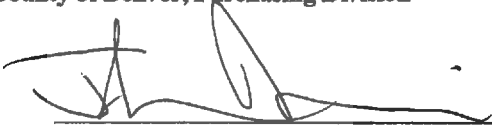
Vendor Name:	<u>Liberty Waste Management</u> <small>(Company Name)</small>	City & County of Denver, Purchasing Division
By:	<u></u> <small>(Authorized Signature)</small>	By: <u></u>
Print Name:	<u>Jeffrey D. Frey</u>	Print Name: <u>John Davies</u>
Title:	<u>Sales Manager</u>	Title: <u>Associate Buyer</u>
Date:	<u>11/5/12</u>	Date: <u>11/5/2012</u>

EXHIBIT "A"

Vendor: Clear Selections Group, Inc
DBA Liberty Waste Management
Title: Portable Toilet Rental
Master Purchase Order No.: 0318A0112

Please note that your Master Purchase Order No.: 0318A0112 will be and should be referenced in all future correspondence, agency purchase orders, billing, invoicing or other communications.

SECTION A: SCOPE OF WORK AND TECHNICAL REQUIREMENTS

Vendor shall be able to meet the rentable portable toilets (toilets) needs of the City and County of Denver (the City).

These toilets will need to come in the following configurations and service levels.

A.1 THE FIRST CONFIGURATION AND SERVICE LEVEL:

These units shall be used to service the entire City with the exception of Denver International Airport (DIA) and DIA owned real property. This configuration and service level is as follows:

A.1.a Citywide except DIA Configuration:

- All units are to be the standard company color offered and have no advertising signage on them. Vendor's name and identification information is required. Portable toilets shall have smooth, impervious, opaque shells which shall be free of splinters, sharp edges, cracks and extraneous holes and be properly vented.
- Toilet paper shall be provided
- Doors to units shall open and close completely and freely and lock securely showing when a unit is occupied
- Documentation showing when last cleaning service occurred shall be prominently displayed (Service Sign-off Sheet)

A.1.b Citywide except DIA Service Level:

- The vendor shall deliver units on a one (1) business day notice to various locations as identified by the requesting agency
- City must be billed monthly.
- Service shall be provided within the City limits of the City and County of Denver, and all mountain parks operated by the City, excluding DIA and DIA owned real property
- The vendor shall set up with the requesting agency (ies) a regular schedule of maintenance for toilets that are in place for a set period of time as well as for those toilets that experience a heavy volume of usage for a short period of time
- The vendor will also provide the City with emergency service immediately and in all cases, within six (6) hours after notification of such a request from an authorized City agency. The following is Vendor contact information for regular and after hours:

Regular Telephone Number: 303-242-4431
After Hours Telephone Number: 303-242-4431 (Kim Raeder) / 303-801-8464 Jeff Frey
After Hours Fax Number: 720-381-0099
Contact Person: Kim Raeder / Jeff Frey

- All damage not done by the City's personnel shall be the responsibility of the vendor. No charge shall be made to the City for vandalism, graffiti, accidents of third party etc.
- Cleaning service shall consist of :
 - pumping and flushing out the waste tank,
 - Thorough cleaning and disinfecting toilet bowl and seat, floor, door handle and when needed, the walls, ceiling and door,
 - adding deodorant blocks
 - replacing toilet paper to maintain adequate supply
 - removal of graffiti if necessary
 - documentation showing when last period cleaning service occurred prominently displayed
- Additional Cleaning services required:
 - Servicing two "Comfort Stations". Specifications for the Comfort Stations are included here as exhibit 'B'. This service is to include only the following items on a quarterly and/or at request basis: Waste removal & Water tank filling

All specified services must be performed every time a unit is scheduled for services

- All equipment shall be maintained in good working order as defined in Section A.1
- Vendor shall be responsible for proper removal and disposal of all trash and debris found within the vicinity of in and under unit during scheduled cleaning and service
- Cleaning service will be available seven (7) days per week, and shall be performed in accordance with schedules established by Authorized Agency Representative
- Cleaning shall specifically include removal of graffiti from toilet units. If graffiti is not removed within 24 hours or cannot be removed, the unit shall be changed-out for a clean unit by the vendor within 24 hours or one (1) calendar day from receipt of request or identification of the need
- Vendor will be responsible for replacement damaged units. The need for replacement will be determined by the authorized City representative. Such units are to be replaced within 24 hours or one (1) calendar day from time of request or identification.
- Service Sign-Off Sheet must include the following: Line Itemization of all required services, i.e. pumping and flushing, removal of trash, sanitizing, etc. as well as Check-Off area to indicate service was done. Also, form must have Signature Line showing Date, Time, and Name of Service Provider.
- In the event of a change of vendor, current vendor must coordinate removal of units with City personnel to provide for complete coverage during transition period. This transition period is to be approximately thirty (30) calendar days from the date of award to new vendor.
- No wastes are to be disposed on any City property. Vendor is responsible for the proper disposal of all wastes at an appropriately permitted facility and for ensuring compliance with all requirements of the disposal facility.
- Vendor shall be responsible for the costs of filtering out any trash/needles/etc that may be incurred.

A.2 CONFIGURATION AND SERVICE LEVEL FOR PORTABLE TOILETS FOR USE AT DIA AND ON DIA OWNED REAL PROPERTY ARE:

A.2.a DIA Only Configuration:

- Same as A.1.a with the following additions:
 - Units must have a hand sanitizer dispenser
 - Upon request by agency units must be secured in place to avoid being blown over. The City is not responsible for additional charges due to a unit that has blown over.

A.2.b DIA Only Service Level:

- Same as A.1.b with the following additions:
 - Vendor employees must wear safety vests when servicing units on the Airfield
 - Delivery and Service truck drivers and personnel must be dependable and familiar with the rules and regulations of DIA, particularly as regards driving on the airfield.
 - Request for toilets for special events must be filled no less than, 24 hours or one (1) calendar day prior to special event. Such requests are to come from the City in writing with the vendor responding to the request in writing noting the receipt and compliance with such a request. E-mails are acceptable for this. The response must be submitted back to the City within four (4) hours from the time submitted

A.2.c DIA Only Additional Service Considerations:

- Vendor personnel will have to be escorted by a DIA Contract Compliance Technician while on the airfield. An escort is not necessary when Vendor personnel will not be going onto the airfield. Vendor personnel must show up on scheduled days unless other arrangements have been made, due to the escort requirement.
- Vendor agrees and understands that long wait times for vendor personnel may be incurred due to portable toilet locations that require the crossing of taxiways.
- Vendor personnel will be required to obtain a security badge.
 - See section A.10 for further information on the security badging process.
- All service providers for DIA must be badged. Vendor must have at least two service providers or service provider teams badged for DIA. This requirement prepares for a situation where one badged provider or provider team is unavailable to provide service. Vendor is to ensure that DIA has access to someone who can provide service at any time.
- Vendor personnel who are convicted felons may not provide service at DIA due to federal regulations and the inability to get a DIA badge.

A.3 SPECIAL EVENTS EXCLUDING DIA:

Special Events are defined for the purposes of this agreement as any event for which the City requires portable toilets outside of the portable toilet agreements that the various City agencies will establish with the vendor. These events may occur at any time, including on weekends.

A.3.a Citywide except DIA Configuration:

- Same as A.1.a

A.3.b Citywide except DIA Service Level:

- Same as A.1.b with the following addition(s):
 - Request for toilets for special events must be filled no less than, 24 hours or one (1) calendar day prior to special event. Such requests are to come from the City in writing with the vendor responding to the request in writing noting the receipt and compliance with such a request. E-mails are acceptable for this. The response must be submitted back to the City within four (4) hours from the time submitted.

A.4 SPECIAL EVENTS DIA ONLY:

A.4.a DIA Configuration:

- Same as B.2.a

A.4.b DIA Service Level:

- Same as A.2.b with the following addition(s):
- Request for toilets for special events must be filled no less than, 24 hours or one (1) calendar day prior to special event. Such requests are to come from the City in writing with the vendor responding to the request in writing noting the receipt and compliance with such a request. E-mails are acceptable for this. The response must be submitted back to the City within four (4) hours from the time submitted.

A.5 EMERGENCY 24-HOUR SERVICES:

Emergency twenty-four (24) hour service is to be provided by vendor at no additional cost. The name and phone number of the individual(s) to contact for emergency service shall be furnished to the City:

Kim Raeder / 303-242-4431

Jeff Frey / 303-801-8464

A.6 ESTIMATED QUANTITIES:

Quantities listed are the City and County of Denver's best estimate and do not obligate the Buyer to order or accept more than City and County of Denver's actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirement of the materials specified in this proposal for the contract period.

A.7 F.O.B. POINT:

All prices quoted must be quoted at a firm price F.O.B. Denver, Colorado, delivered to or picked up from various City Locations. This will include but not be limited to Denver International Airport & Red Rocks Amphitheater.

A.8 DELIVERY CONSIDERATIONS:

The vendor will be required to maintain adequate local inventories to cover normal usage by agencies of the City. Delivery of any items ordered under this proposal shall be made within 24 hours from the time the order is placed.

When a date is set for the delivery of merchandise or the performance of work, said merchandise must be delivered or work performed in accordance with the specifications or description herein contained on or before said date, or the order to the delinquent party may be cancelled and awarded to the next lowest vendor. In such case, the City and County will have the right to buy such articles at market prices for immediate delivery, and an excess in cost of same over price named hereon is to be paid by the vendor under this contract, or deducted from any money due or hereafter coming to him.

A.9 FELONY DISQUALIFICATION:

The vendor servicing DIA shall not employ, retain, hire or use any individual at DIA that has been convicted of any felony charges as the same is defined under the laws of the State of Colorado in the performance of the services to be rendered and materials to be provided to the City pursuant to this proposal unless the vendor receives prior written permission from the Director of Purchasing. The Director of Purchasing may require that a fidelity bond, or such other assurance in such amount as deemed appropriate, be provided to the City and County of Denver as a condition precedent to the grant of such permission.

A.10 AIRPORT SECURITY:

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

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

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

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

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

A.11 LAWS, REGULATIONS, TAXES AND PERMITS:

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

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

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

A.12 COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS:

The Vendor, in conducting any activity on DIA or City property, shall comply with all applicable airport, local, state, and federal rules, regulations, statutes, laws, and orders (Environmental Requirements). In addition, these Environmental Requirements include applicable Environmental Guidelines developed for DIA's Environmental Management System (EMS), as summarized in DIA Rules and Regulations Part 180 (Environmental Guidelines and Policy available at www.flydenver.com/diabiz/community/enviro/index.aspl). These Environmental Requirements address, but are not limited to, requirements regarding the storage, use, and disposal of hazardous materials, petroleum products, solid waste, or any other substance; the National Environmental Policy Act (NEPA); and water and air quality regulations. Each entity, including subcontractors and subconsultants, providing products, goods, and/or services on behalf of DIA must be aware of the DIA Environmental Policy, significant environmental aspects, and which of these activities are relevant to the activities conducted by the entity.

The Vendor shall acquire all necessary federal, state, local, and airport permits/approvals and comply with all permit/approval requirements

PROCUREMENT CARDS: PAYMENT CONDITIONS:

Awarded contractors are asked to 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. Vendors unable to comply with this requirement are asked to indicate such exception on vendor letterhead. This exception will be taken into consideration during the evaluation of the received proposals.

A.13 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.

A.14 COOPERATIVE PURCHASING:

The City and County of Denver encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions, pursuant to Denver Revised Municipal Code Sec. 20-64.5. To the extent other governmental jurisdictions are legally able to participate in cooperative purchasing endeavors, the City and County of Denver supports such cooperative activities. Further, it is a specific requirement of this proposal or Request for Proposal that pricing offered herein to the City and County of Denver may be offered by the vendor to any other governmental jurisdiction purchasing the same products.

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

A.15 OSHA GUIDELINES AND COMPLIANCE:

Fires, Spills, and Disposal:

The vendor shall comply with the Denver Fire Code, OSHA Standard 29CFR 1910.106, and best management practices accepted in industry and promoted by City municipal agencies in the worksite management and storage of products and equipment under the care of the successful vendor. The vendor, in conducting any activity on City property, shall comply with all applicable local, state, and federal rules, regulations, statutes, laws, and orders regarding water and air quality, and the storage, use, and disposal of hazardous materials, petroleum products, and other solid wastes.

OSHA Guidelines Hazardous Communications:

The vendor shall comply with the OSHA Standard 29CFR 1910.1200 Hazardous Communications as it pertains to the training, safety, and equipment needed for all employees engaged in custodial service. The vendor shall be responsible for compliance on date of Contract acceptance and shall provide proof to the City upon request.

OSHA Guidelines Blood Pathogens:

The vendor shall comply with the OSHA Standard for Blood-borne Pathogens (29 CFR1910.1030) as it pertains to the training, safety, and equipment needed for all employees engaged in custodial service. The vendor shall be responsible for compliance on date of Contract acceptance and shall provide proof to the City upon request. The custodian is responsible for cleaning bodily fluid spills of a two (2) foot square area, or less. Immediately notify the Facilities Monitor or Contracts Supervisor for any bodily fluid spills larger than two (2) feet square.

A.16 PROTECTION OF PROPERTY:

The vendor shall assume full responsibility and expense for the protection of all public and private property, structures, which are in any manner affected by the prosecution of the work or the set up/take down of the units. The Vendor shall give reasonable written notice in advance to the Department of the City having charge of any property or utilities owned by the City and to other owner or owners of public or private property or utilities when they will be affected by the work to be performed, and shall make all necessary arrangements with such department, departments, owner or owners for the removal and replacement or protection of such property or utilities.

A.17 VENDOR'S PERFORMANCE:

Vendor shall furnish all necessary labor, tools, equipment and supplies to perform the required services at the City facilities or locations designated. The Director of the requesting agency or his/her authorized

representative will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the Director or his/her authorized representative, performance becomes unsatisfactory, the City shall notify the vendor.

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

Item	Description of Unit	Description of Rental	Rental Period	Cost Per Month	Cost Per Week	Cost Per Day	Cost Per Service	Cost Each
	City-wide except DIA							
1	Portable Toilet	One (1) Service Weekly (Cleaning)	Monthly	\$49.00				
2	Portable Toilet	Two (2) Services Weekly	Monthly	\$76.00				
3	Portable Toilet	Three (3) Services Weekly	Monthly	\$114.00				
4	Portable Toilet	Four (4) Services Weekly	Monthly	\$152.00				
5	Portable Toilet	Five (5) Services Weekly	Monthly	\$190.00				
6	Portable Toilet	1 extra weekly service	Per Service				\$24.50	
	ADA Compliant Handicap Portable Toilet							
7	ADA Compliant Handicap Portable Toilet	One (1) Service Weekly	Monthly	\$74.00				
	ADA Compliant Handicap Portable Toilet							
8	ADA Compliant Handicap Portable Toilet	Two (2) Services Weekly	Monthly	\$98.00				
	ADA Compliant Handicap Portable Toilet							
9	ADA Compliant Handicap Portable Toilet	Three (3) Services Weekly	Monthly	\$156.00				
	ADA Compliant Handicap Portable Toilet							
10	ADA Compliant Handicap Portable Toilet	Four (4) Services Weekly	Monthly	\$208.00				
	ADA Compliant Handicap Portable Toilet							
11	ADA Compliant Handicap Portable Toilet	Five (5) Services Weekly	Monthly	\$240.00				
	ADA Compliant Handicap Portable Toilet							
12	ADA Compliant Handicap Portable Toilet	1 extra weekly service	Per Service				\$24.50	

Item	Description of Unit	Description of Rental	Rental Period	Cost Per Month	Cost Per Week	Cost Per Day	Cost Per Service	Cost Each
13	Portable Toilet	Additional Cleaning on Weekend (Scheduled)	Per Service				\$36.00	
14	Portable Toilet	Emergency Cleaning (Within 6 hours)	Per Service				\$39.00	
15	ADA Compliant Handicap Portable Toilet	Additional Cleaning on Weekend (Scheduled)	Per Service				\$36.00	
16	ADA Compliant Handicap Portable Toilet	Emergency Cleaning (Within 6 hours)	Per Service				\$39.00	
DIA Services								
17	Portable Toilet	One (1) Service Weekly (Cleaning)	Monthly	\$59.00				
18	Portable Toilet	Two (2) Services Weekly	Monthly	\$98.00				
19	Portable Toilet	Three (3) Services Weekly	Monthly	\$144.00				
20	Portable Toilet	Four (4) Services Weekly	Monthly	\$189.00				
21	Portable Toilet	Five (5) Services Weekly	Monthly	\$229.00				
22	Portable Toilet	1 extra weekly service	Per Service				\$34.50	
23	ADA Compliant Handicap Portable Toilet	One (1) Service Weekly	Monthly	\$79.00				
24	ADA Compliant Handicap Portable Toilet	Two (2) Services Weekly	Monthly	\$102.00				

Item	Description of Unit	Description of Rental	Rental Period	Cost Per Month	Cost Per Week	Cost Per Day	Cost Per Service	Cost Each
25	ADA Compliant Handicap Portable Toilet	Three (3) Services Weekly	Monthly	\$162.00				
26	ADA Compliant Handicap Portable Toilet	Four (4) Services Weekly	Monthly	\$225.00				
27	ADA Compliant Handicap Portable Toilet	Five (5) Services Weekly	Monthly	\$265.00				
28	ADA Compliant Handicap Portable Toilet	1 extra weekly service	Per Service				\$34.50	
29	Portable Toilet	Additional Cleaning on Weekend (Scheduled)	Per Service				\$39.00	
30	Portable Toilet	Emergency Cleaning (Within 6 hours)	Per Service				\$45.00	
31	ADA Compliant Handicap Portable Toilet	Additional Cleaning on Weekend (Scheduled)	Per Service				\$39.00	
32	ADA Compliant Handicap Portable Toilet	Emergency Cleaning (Within 6 hours)	Per Service				\$45.00	
33	DIA Comfort Station	See Exhibit "A" (estimated 5 services per year)	Per Service				\$195.00	
Special Events rates Based on One (1) Week Rental								
34	Portable Toilet	One Week Service	Weekly		\$49.00			
35	Portable Toilet	One Day Service	Daily			\$49.00		

Item	Description of Unit	Description of Rental	Rental Period	Cost Per Month	Cost Per Week	Cost Per Day	Cost Per Service	Cost Each
36	ADA Compliant Handicap Portable Toilet	One Week Service	Weekly		\$79.00			
37	ADA Compliant Handicap Portable Toilet	One Day Service	Daily			\$79.00		
38	Free Standing Hand Wash Unit	One Week Service	Weekly		\$49.00			
39	Free Standing Hand Wash Unit	One Day Service	Daily			\$49.00		
40	Trash Box	Delivery of Trash Boxes	As Needed					\$6.50