


# Master Purchase Order

<b>DO NOT INVOICE TO THIS ADDRESS</b>		Master Purchase Order No. 0531A0112	
<b>City &amp; County of Denver</b>		Date: 6/11/12	Revision No.
Purchasing Division		Payment Terms	N30
201 West Colfax Avenue, Dept. 304		Freight Terms	DESTINATION
Denver, CO 80202		Ship Via	Vendor's choice
United States		Buyer:	Tenlee Shoffstall
Phone: 720-913-8100 Fax: 720-913-8101		Phone:	720-913-8111

Vendor: 0000015411      Phone: 303-299-9300      Fax: 303-296-7492      Emergency: 303-419-2495

Airvac Services Inc.  
383 W. 56<sup>th</sup> Ave.  
Denver, CO 80216  
Attn: Steven Hazlewood

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

e-mail: steven@airvacservicesinc.com

**1. Goods/Services:**

Airvac Services, Inc., a Colorado Corporation, (“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. Term:**

The term of this Master Purchase Order shall run one year from City signature.

**5. Extension or Renewal:**

It is also 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 three (3) 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 Four Hundred and Fifty Thousand Dollars (\$450,000.00). 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 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.

**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.

### 32. 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 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.

Information as to forms and other requirements concerning prevailing wages may be obtained from the City Auditor's office, Prevailing Wage Section, 201 West Colfax, Denver, CO 80202, telephone 720-913-5009.

This Master Purchase Order is acknowledged and agreed to by:

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

**Vendor Name:** Airvac Services, Inc.  
(Company Name)

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

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

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

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

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

**Print Name:** Jim McIntrye

**Title:** Buyer Supervisor

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

EXHIBIT "A"

Vendor: Airvac Services Inc.  
Title: Interceptor and Trap Maintenance  
Master Purchase Order No.: 0531A0112

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**This Master Purchase Order (MPO) No.:- 0531A0112, will be used in all City future correspondence and purchase orders from the various end users. All Airvac billing, invoicing or other communications shall reference the specific agency/business unit purchase order number.**

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

**A.1 CONTRACTOR QUALIFICATIONS:**

It is Airvac's responsibility to maintain and be able to present to the City upon request the qualifications, certifications and ability to pre-treat non-hazardous wastes from traps, drains and interceptors to all applicable pretreatment standards of 40 CFR 437 effective.

Airvac is required to already have in place or to now form alliances with a lab for this MPO. Airvac must be able to provide integral analytical laboratory services with the qualifications and ability to perform chemical analyses for the organic and inorganic analytes required under 40 CFR 437 (subcategory D parameters) throughout the life of this MPO.

**A.2 OVERVIEW:**

Airvac shall provide as required all personnel, equipment, tools, materials, supervision, and other service items necessary to perform required maintenance of sand traps, lift stations, grease traps and associated kitchen drain lines at all locations flowing to active grease traps located throughout the City. Service shall include the removal and disposal of any resulting waste materials to appropriate off-property locations.

General Services Facilities Management (FM) services consist primarily of sand traps at Public Works vehicle wash facilities throughout the City, including but not limited to: 2013 S. Osage, Cherry Creek Transfer Station at 7301 E. Jewell Ave., 5440 Roslyn (multiple buildings).

Human Services – 1200 Federal Blvd.

Wastewater Management at multiple locations – 2000 W. 3rd Ave.

Sheriff Department services consist primarily of several grease traps located at the County Jail at 10500 Smith Road and the Detention/Justice (Center 490 W. Colfax Ave).

Disposal: Airvac will dispose of all grease, oil, sand and other materials covered under this MPO in strict accordance with all applicable environmental regulations. Airvac or a subcontractor will test sand trap contents as necessary to ensure that existing federal Environmental Protection Agency (EPA) regulations are not violated by accepting substances they are not allowed to receive. Airvac is responsible for taking the trap/interceptors contents off City property and to an authorized TREATMENT and disposal FACILITY site.

If necessary, a Supervisor for FM will arrange escort to the affected site. Airvac is responsible for making sure that the person(s) performing the job are easily identified by City employees. Such acceptable identification may include company ID and uniform.

**A.3 HOURS OF SERVICE:**

Work hours for service will typically be between the hours of 7:00 a.m. and 4:30 p.m., Monday through Friday, excluding Saturdays, Sundays and City Holidays. Regular Service work hours apply to standard, scheduled preventative maintenance service. Airvac must also be able to respond to non-business hour emergencies, 24 hours per day, 7 days a week.

**A.4 GENERAL PERFORMANCE OF TASKS:**

**TASK PERFORMANCE:** Airvac is to have the ability to provide pumper trucks to various City sites to pump and transport non-hazardous wastes from sand and oil interceptors, sumps and trenches. These wastes are to be treated and the effluent is discharged to sewer and the solids to appropriate landfills. Some of the types of wastes the City may require Airvac to pump include contaminated storm-water, water accumulated in excavations or associated with construction, groundwater remediation wastewater and categorical wastewater.

**MAINTENANCE OF FACILITY DRAIN LINES:** Maintenance shall include but not be limited to routing, jetting, odor detection and video imaging to provide a free-flowing drain system for grease lines as well as grease traps. Airvac shall respond within 2 hours after being notified by the contracting officer or designee of a problem in the building, grease trap or associated main drain line maintained under this MPO. Performance shall be in strict accordance with the standards herein and all current local, state and federal regulations. The response may be originally via the phone but an onsite presence is also acceptable.

Airvac shall provide the following service at each identified facility/location at a recommended frequency:

- Check of the dispensing unit to insure proper operation and clean equipment.
- Hand spray the entire floor drains in the kitchens and bars with recommended cleaner.
- Check the security of the floor drain covers and any slow-flowing floor drains.
- Insure that drain baskets and strainers are in place for each open drain.

When Airvac identifies a problem in the facility/location, Airvac shall take corrective actions including, but not limited to routing, cleaning and pumping of the grease traps. Airvac shall coordinate work with each respective Facility Manager or agency contract administrator to ensure that there are no undetected problems with the system.

Airvac may be asked to set up a schedule with requesting agencies to clean sand traps on a routine basis.



**A.5 GREASE TRAP MAINTENANCE:**

Airvac shall perform the following quarterly or as-scheduled service inspections for all grease traps at City agencies. Currently FM only has one (1) grease trap that must be checked and emptied quarterly at 1200 Federal. Kitchen grease traps are also currently serviced as scheduled at the Sheriff's Department County Jail at 10500 Smith Road and at the new Detention Facility at 490 W. Colfax Ave.

Inspection of the grease trap shall include a measurement of the grease cap, oil levels and solid build-up on the bottom and operation of sanitary tees. Airvac shall break up the grease cap and mechanically stir the grease trap. Airvac must receive approval from the requesting agency prior to pumping out the grease/oil cap when it reaches ½ full of the trap's capacity of solids on the bottom of the trap. Airvac shall notify authorized City personnel of the drain not being in compliance and in need of maintenance. Airvac may be required to provide a spreadsheet analysis of the trap data on a quarterly basis.

When grease traps are pumped out, they are to be pumped dry. Airvac will be responsible to wash all sides of the trap and clean with water when available. Checking to see if this is completed properly may involve the Airvac performing a "confined space entry" process. Such entries are to be performed in accordance with all safety regulations that apply to such a process. This process is only to be performed upon notification of the City contract administrator for the affected trap.

Any spillage that may occur while pumping said traps must be cleaned up using degreaser or an equally effective product. This product must comply with the accepted products (please discuss with the FM representative at the time of the spill). If the product is flammable it is not to be stored at any City facility.

**A.6 SAND TRAP MAINTENANCE:**

Airvac shall perform inspections for each sand trap. There will be a separate charge for inspecting each sand trap. The inspection of the traps monitored or maintained by FM or other agencies are to be scheduled with the agency and are performed no more than two times a year unless the agency requests additional inspections. Currently, FM inspects most of its own traps.

Inspection of the sand trap will include a measurement of the solid build-up on the bottom and operation of sanitary tees. Airvac will pump out the sand trap when 12" or more of solids accumulate on the bottom of the trap. Airvac must provide a spreadsheet analysis of the trap data on a quarterly basis to the contract administrator.

When sand traps are pumped out, they shall be pumped dry. Any spillage that may occur while pumping said traps must be cleaned up using degreaser or an equally effective product. All the contents of the sand trap will be taken off City property and properly disposed of. At no time will the contents of the sand trap be recycled and dumped back into the sand trap. The use of any type of recycle truck is prohibited.

Prior to removing accumulated interceptor solids or sediments Airvac is to have reliable knowledge (per 40 CFR 261) as to whether the material to be removed is a hazardous waste. Reliable knowledge may be obtained through prior testing, knowledge of processes contributing to the trap, knowledge of the use and cleaning schedule, verbal or written instructions by an agent of Environmental Services or any reasoned combination of this information. Airvac must then manage and dispose of any hazardous waste material according to all applicable laws.

**A.7 METHOD OF OPERATION:**

The City shall at all times have the right to inspect the work and services provided. Airvac shall furnish all reasonable aid and assistance required for the proper examination of the service performed. Airvac shall regard and obey the directions and instructions of the Director of FM, and the Director of Environmental Health and their authorized inspectors or contract administrators.

Services started by Airvac at any site must be completed with an optimum complement of highly qualified workers and equipment to expedite completion. All work shall be accomplished by workers proficient and experienced in the services required and in an orderly and responsible manner in accordance with the highest industry standards. City work sites shall be kept clean and neat. Disposal of removed waste and Airvac waste materials in the City's containers is prohibited unless prior permission has been obtained.

Drain Trap or Interceptor Wastes found to meet the RCRA definition of a hazardous waste (per 40 CFR 261) must be managed as a hazardous waste.

**A.8 EMERGENCY SERVICES:**

Emergency response is required within two (2) hours from the time the request is made via phone and or fax. It is to be provided by Airvac at no additional cost. The actual work is to be performed within two (2) business days from when the original request is made, except in the case of where drain lines are clogged or blocked. In that instance, response and the repair of the drain line to working order shall be performed within twenty-four (24) hours from the original request.

**A.9 DISPOSAL FEES:**

Airvac's pricing includes the costs of all disposal fees for the disposing of the wastes collected from the above traps. Airvac is responsible for presenting the bills of lading or legible copies for the City's records. Such bills are to be from reputable sites that meet all applicable regulations.

**A.10 PERMIT:**

Airvac will comply with all requirements under 40 CFR part 437 applicable to their subcategory as a Centralized Waste Treatment Facility. This includes declarations to and compliance with agreements made with their local controlling authority (The Metro Wastewater Reclamation District, et al.). Airvac will hold and maintain all required NPDES permits as administered by the State of Colorado for all applicable direct discharges and storm water run-off.

**A.11 ESTIMATED QUANTITIES:**

The City does not guarantee any quantity of item listed herein to be ordered during the coming year.

**A.12 F.O.B. POINT:**

All prices quoted must be quoted at a firm price F.O.B. picked up from various locations delivered to appropriate disposal sites.

**A.13 FELONY DISQUALIFICATION:**

For work performed at the City detention facilities or at the Family Crises Center Airvac shall not employ, retain, hire or use any individual 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 Airvac 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.14 SECURITY:**

It is a material requirement of this MPO that Airvac shall comply with all rules, regulations, written policies and authorized directives from the City especially in the detention facilities. Airvac shall conduct all of its activities in compliance with the City's security program.

If Airvac badging is required the City will work with the Airvac to get the appropriate identification. Airvac shall obtain the proper access authorizations for all of its employees, subcontractors, and contractors who will enter the City facilities or locations to provide services, and shall be responsible for each such person's compliance with all City 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 Airvac 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 City is subject to change without notice. If the security status of the City changes at any time during the term of this Contract, Airvac shall take immediate steps to comply with security modifications which occur as a result of the changed status.

Airvac shall return to the City at the expiration or termination of this MPO, 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 Contractor fails to do so, Airvac shall be liable to reimburse the City for all the City's costs. The City may withhold funds in the amount of such costs from any amounts due and payable to Airvac under this MPO.

**A.15 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 Airvac to any other governmental jurisdiction purchasing the same products.

Airvac 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.16 SPILLAGE:**

Airvac is responsible for the cleanup or ensuring that the appropriate City personnel are notified immediately of any contamination or spillage resulting from the services by contacting and informing the Maintenance Control Center at 720-865-8680.

**A.17 PERMIT:**

Airvac will comply with all requirements under 40 CFR part 437 applicable to their subcategory as a Centralized Waste Treatment Facility. This includes declarations to and compliance with agreements made with their local controlling authority (The Metro Wastewater Reclamation District, et al.). Airvac will hold and maintain all required NPDES permits as administered by the State of Colorado for all applicable direct discharges and storm water run-off.



**DENVER**  
THE MILE HIGH CITY

**General Services**

**Purchasing Division**  
201 W. Colfax Avenue, Dept. 304  
Denver, CO 80202  
P: 720.913.8100  
F: 720.913.8101  
[www.denvergov.org/purchasing](http://www.denvergov.org/purchasing)

**REQUEST TO INCREASE ALLOWABLE SPEND  
AGAINST A MASTER PURCHASE ORDER**

**Date:** 4/30/15

**MPO#:** 0531A0112

**VENDOR:** Airvac Services

The current PeopleSoft allowable spend amount on this MPO is \$450,000.00, The current expiration/renewal date is June 14, 2016, and there are 0 renewal options remaining. I request permission to increase the PeopleSoft allowable spend to \$650,000.00.

**Reason:** I just renewed this and saw from the report we have only \$7961.00 left. It expires in 1 year and \$650K should get us through the end of the contract. I will take this to City Council for 3.2.6(e) approval.

**Buyer Signature:** *Kenton Jensen*

**Supervisor Signature:** *Melissa*

**Deputy Director Signature (if required):** *J. D. Hansen*

**Director Signature (if required):** \_\_\_\_\_



# CITY AND COUNTY OF DENVER

DEPARTMENT OF GENERAL SERVICES  
PURCHASING DIVISION  
www.denvergov.org/purchasing

WELLINGTON E. WEBB  
MUNICIPAL OFFICE BUILDING  
201 WEST COLFAX AVE., DEPT. 304  
DENVER, CO 80202  
PHONE: (720) 913-8100  
FAX: (720) 913-8101

Date: April 29, 2015

Airvac Services Inc.  
383 W. 56<sup>th</sup> Ave.  
Denver, CO 80216  
Attn: Steven Hazlewood

RE: Contract No.: 0531A0112  
Title: Interceptor and Trap Maintenance  
Contract Reference ID: **0531A0112**  
Bid Item No's: All

Steven:

The contract made and entered into by your company and the City and County of Denver pursuant to the above referenced bidder's proposal expires on June 14, 2015. **Please continue to refer to Contract Reference ID 0531A0112 in all correspondence, invoicing, billing or other communications.**

Should you desire to extend this contract for an additional one (1) year, to and including June 14, 2016, please fax or email this signed letter to the undersigned prior to May 4, 2015 at 720-913-8101.

Sincerely,

\kgj

Kenton Janzen  
Buyer

TO: City and County of Denver

I(we) hereby agree to renew the contract cited above for the additional period of time set forth at the same price(s), terms and conditions as in the original contract. **I understand that this documentation is my confirmation of the MPO and I will keep a copy for my records.**

Airvac Services Inc.  
Company Name

Date: 4-30-15

By:

Title Operations Manager

cc: Main File