


# Master Purchase Order

<b>DO NOT INVOICE TO THIS ADDRESS</b>		Master Purchase Order No.		0275A0116 (SC-00002255)		
City & County of Denver		Date:	05/06/2016	Revision No.	REV 1	
Purchasing Division		Payment Terms	Net 30	Ordinance (as applicable):		
201 West Colfax Avenue, Dept. 304		Freight Terms	DESTINATION			
Denver, CO 80202		Ship Via	Best			
United States		Buyer:	Andrew Miskell			
Phone: 720-913-8100 Fax: 720-913-8101		Phone:	(720) 913-8159			

PS Vendor ID: 0000035910      Phone: (800) 626-4653      Fax: (303) 286-0051

East Jordan USA, Inc.  
 301 Spring Street  
 PO Box 439  
 East Jordan, MI 49727  
 Attn: John Mierzwa  
 Email: John.Mierzwa@ejco.com

Ship To: Denver Wastewater Division  
 2000 West 3<sup>rd</sup> Ave.  
 Denver, CO 80223

Bill To: Accounts Payable  
 201 West Colfax Department 908  
 Denver, Colorado 80202  
[invoices@denvergov.org](mailto:invoices@denvergov.org)  
 or  
 As Specified By Agency

Colorado Secretary of State ID: 20011140948  
 U.S. Federal SAM Registry Verification Date: 05/05/2016

**1. Goods/Services:**

East Jordan USA, Inc., a Michigan 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. Extension or Renewal:**

The effective period of the annual contract or agreement shall be from the date of City signature to and including 04/30/2017. It is also a specific provision of this agreement that the City and the vendor may mutually agree to renew and continue this agreement for additional periods at the same price structure, terms and conditions. However, no extension date may surpass 04/30/2021.

**5. Non-Exclusive:**

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

**6. Inspection and Acceptance:**

City may inspect all goods/services prior to acceptance. Payment does not constitute acceptance. Vendor shall bear the cost of any inspection/testing that reveal goods/services that are defective or do not meet specifications. City’s failure to accept or reject goods/services shall not relieve Vendor from its responsibility for such goods/services that are defective or do not meet specifications nor impose liability on City for such goods/services. If any part of the goods/services are not acceptable to City, City may, in addition to any other rights it may have at law or in equity: (1) make a warranty claim; (2) repair and/or replace the goods or substitute other services at Vendor’s expense; or (3) reject and return the goods at Vendor’s cost and/or reject the services at Vendor’s expense for full credit. Any rejected goods/services are not to be replaced without written authorization from City, and any such replacement shall be on the same terms and conditions contained in this Master Purchase Order. Vendor shall perform all services in accordance with the standard of care exercised by highly competent vendors who perform like or similar services.

**7. Shipping, Taxes and Other Credits and Charges:**

All pricing is F.O.B. destination unless otherwise specified. Shipments must be marked with Vendor’s name, the Master Purchase Order number, and contain a delivery or packing slip. Vendor shall not impose any charges for boxing, crating, parcel post, insurance, handling, freight, express or other similar charges or fees. Vendor shall notify City in writing of any price decreases immediately, and City shall receive the benefit thereof on all unshipped items. Vendor shall comply with any additional delivery terms specified herein. Vendor shall be responsible for the cleanup and reporting of any contamination (environmental or otherwise) or spillage resulting from the delivery and/or unloading of goods within twenty-four (24) hours of the contamination or spillage or sooner if required by law. Vendor shall procure all permits and licenses; pay all charges, taxes and fees; and give all notices necessary and incidental to the fulfillment of this Master Purchase Order and all cost thereof have been included in the prices contained herein. City shall not be liable for the payment of taxes, late charges or penalties of any nature, except as required by D.R.M.C. § 20-107, et seq. The price of all goods/services shall reflect all applicable tax exemptions. City’s Federal Registration No. is 84-6000580 and its State Registration No. is 98-02890. Vendor shall pay all sales and use taxes levied by City on any tangible personal property built into the goods/services. Vendor shall obtain a Certificate of Exemption from the State of Colorado Department of Revenue prior to the purchase of any materials to be built into the goods/services and provide a copy of the Certificate to City prior to final payment.

**8. Risk of Loss:**

Vendor shall bear the risk of loss, injury or destruction of goods prior to delivery to City. Loss, injury or destruction shall not release Vendor from any obligation hereunder.

**9. Invoice:**

Each invoice shall include: (i) the Purchase Order number; (ii) individual itemization of the goods/services; (iii) per unit price, extended and totaled; (iv) quantity ordered, back ordered and shipped; (v) an invoice number and date; (vi) ordering department's name and "ship to" address; and (vii) agreed upon payment terms set forth herein.

**10. Payment:**

Payment shall be subject to City's Prompt Payment Ordinance D.R.M.C. § 20-107, et-seq. after City accepts the goods/services. Any other provision of this Agreement notwithstanding, in no event shall the City be liable for aggregate payments under this Master Purchase Order in excess of **Seven Hundred Thousand (\$700,000.00)**. The Vendor acknowledges that any goods/services provided beyond those specifically described in **Exhibit A** are performed at Contractor's risk and without authorization from the City. City's payment obligations hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Master Purchase Order, encumbered by the City after receipt of Vendor's invoice and paid into the Treasury of City. Vendor acknowledges that: (i) City does not by this Master Purchase Order, irrevocably pledge present cash reserves for payments in future fiscal years; and (ii) this Master Purchase Order is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City. City may setoff against any payments due to Vendor any claims and/or credits it may have against Vendor under this Master Purchase Order.

**11. Amendments/Changes:**

Only the Manager of General Services or his delegate is authorized to change or amend this Master Purchase Order by a formal written change order. Any change or amendment that would cause the aggregate payable under this Master Purchase Order to exceed the amount appropriated and encumbered for this Master Purchase Order is expressly prohibited and of no effect. Vendor shall verify that the amount appropriated and encumbered is sufficient to cover any increase in cost due to changes or amendments. Goods/services provided without such verification are provided at Vendor's risk. The Vendor has no authority to bind City on any contractual matters.

**12. Warranty:**

Vendor warrants and guarantees to City that all goods furnished under this Purchase Order are free from defects in workmanship and materials, are merchantable, and fit for the purposes for which they are to be used and that any professional services associated with the goods, or stand alone professional services under \$10,000, shall be performed in a workmanlike and professional manner with the degree of skill and judgment normally exercised by recognized professionals performing services of the same or substantially similar nature. For any goods or services which are, or become defective within twelve (12) months (unless otherwise specified) after date of receipt by City, Vendor shall at no expense to City, at City's election and to City's satisfaction, either remedy any and all defects or replace the defective goods within seven (7) days of receipt of the defective goods or accept the defective goods for full credit and payment of any return shipping charges. Vendor shall be fully responsible for any and all warranty work, regardless of third party warranty coverage. Vendor shall furnish additional or replacement parts at the same prices, conditions and specifications delineated herein.

**13. Indemnification/Limitation of Liability:**

Vendor shall indemnify and hold harmless City (including but not limited to its employees, elected and appointed officials, agents and representatives) against any and all losses (including without limitation, loss of use and costs of cover), liability, damage, claims, demands, actions and/or proceedings and all costs and expenses connected therewith (including without limitation attorneys' fees) that arise out of or relate to any claim of infringement of patent, trademark, copyright, trade secret or other intellectual property right related to this Master Purchase Order or that are caused by or the result of any act or omission of Vendor, its agents, suppliers, employees, or representatives. Vendor's obligation shall not apply to any liability or damages which result solely from the negligence of City. City shall not be liable for any consequential, incidental, indirect, special, reliance, or punitive damages or for any lost profits or revenues, regardless of the legal theory under which such liability is asserted. In no event shall City's aggregate liability exceed the agreed upon cost for those goods/services that have been accepted by City under this Master Purchase Order. Notwithstanding anything contained in this Master Purchase Order to the contrary, City in no way limits or waives the rights, immunities and protections provided by C.R.S. § 24-10-101, et seq.

**14. Termination:**

City may terminate this Master Purchase Order, in whole or in part, at any time and for any reason immediately upon written notice to Vendor. In the event of such a termination, City's sole liability shall be limited to payment of the amount due for the goods/services accepted by City. Vendor acknowledges the risks inherent in this termination for convenience and expressly accepts them. Termination by City shall not constitute a waiver of any claims City may have against Vendor.

**15. Interference:**

Vendor shall notify the Director of Purchasing immediately of any condition that may interfere with the performance of Vendor's obligations under this Master Purchase Order and confirm such notification in writing within twenty-four (24) hours. City's failure to respond to any such notice shall in no way act as a waiver of any rights or remedies City may possess.

**16. Venue, Choice of Law and Disputes:**

Venue for all legal actions shall lie in the District Court in and for City and County of Denver, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and Revised Municipal Code, rules, regulations, Executive Orders, and fiscal rules of City. All disputes shall be resolved by administrative hearing, pursuant to the procedure established by D.R.M.C. § 56-106. Director of Purchasing shall render the final determination.

**17. Assignment/No Third Party Beneficiary:**

Vendor shall not assign or subcontract any of its rights or obligations under this Master Purchase Order without the written consent of City. In the event City permits an assignment or subcontract, Vendor shall continue to be liable under this Master Purchase Order and any permitted assignee or subcontractor shall be bound by the terms and conditions contained herein. This Master Purchase Order is intended solely for the benefit of City and Vendor with no third party beneficiaries

**18. Notice:**

Notices shall be made by Vendor to the Director of Purchasing and by City to Vendor at the addresses provided herein, in writing sent registered, return receipt requested.

**19. Compliance With Laws:**

Vendor shall observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules, regulations and executive orders related to its performance under this Master Purchase Order. City may immediately terminate this Master Purchase Order, in whole or in part, if Vendor or an employee is convicted, plead nolo contendere, or admits culpability to a criminal offense of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature.

**20. Insurance:**

Vendor shall secure, before delivery of any goods/services, the following insurance covering all operations, goods and services provided to City. Vendor shall keep the required insurance coverage in force at all times during the term of the Master Purchase Order, or any extension thereof, during any warranty period, and for three (3) years after termination of this Master Purchase Order. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision 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 Master Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of Vendor. Risk Management reserves the right to require additional policies and/or limits based on agreement scope of work. Vendor shall provide a copy of this Master Purchase Order to its insurance agent or broker. Vendor may not commence services or work relating to the Master Purchase Order prior to placement of coverage. Contractor certifies that the attached certificate of insurance attached to the Master Purchase Order documents, preferably an ACORD certificate, complies with all insurance requirements of this Master 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 Master Purchase Order shall not act as a waiver of Vendor's breach of this Master 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 Master 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 Master 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 Master Purchase Order. For Commercial General Liability coverage, the policy must provide the following: (i) That this Master Purchase Order is an Insured Contract under the policy; (ii) Defense costs in excess of policy limits (iii) A severability of interests,

separation of insureds or cross liability provision; and (iv) A provision that coverage is non-contributory with other coverage or self-insurance provided by City. For claims-made coverage, the retroactive date must be on or before the first date when any goods or services were provided to City. Vendor must advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

**21. Severability:**

If any provision of this Master Purchase Order, except for the provisions requiring appropriation and encumbering of funds and limiting the total amount payable by City, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity of the remaining portions or provisions shall not be affected if the intent of City and Vendor can be fulfilled.

**22. Survival:**

All terms and conditions of this Master Purchase Order which by their nature must survive termination/expiry shall so survive. Without limiting the foregoing, Vendor's insurance, warranty and indemnity obligations shall survive for the relevant warranty or statutes of limitation period plus the time necessary to fully resolve any claims, matters or actions begun within that period. Bonds shall survive as long as any warranty period.

**23. No Construction Against Drafting Party:**

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

**24. Status of Vendor/Ownership of Work Product:**

Vendor is an independent contractor retained on a contractual basis to perform services for a limited period of time as described in Section 9.1.1E(x) of the Charter of City. Vendor and its employees are not employees or officers of City under Chapter 18 of the D.R.M.C. for any purpose whatsoever. All goods, deliverables, hardware, software, plans, drawings, reports, submittals and all other documents or things furnished to City by Vendor shall become and are the property of City, without restriction.

**25. Records and Audits:**

Vendor shall maintain for three (3) years after final payment hereunder, all pertinent books, documents, papers and records of Vendor involving transactions related to this Master Purchase Order, and City shall have the right to inspect and copy the same.

**26. Remedies/Waiver:**

No remedy specified herein shall limit any other rights and remedies of City at law or in equity. No waiver of any breach shall be construed as a waiver of any other breach.

**27. No Discrimination in Employment:**

Vendor shall not refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and Vendor shall insert the foregoing provision in any subcontracts hereunder.

**28. Use, Possession or Sale of Alcohol or Drugs:**

Vendor shall cooperate and comply with the provisions of Executive Order 94. Violation may result in City terminating this Master Purchase Order or barring Vendor from City facilities or from participating in City operations.

**29. Conflict of Interest:**

No employee of City shall have any personal or beneficial interest in the goods/services described in this Master Purchase Order; and Vendor shall not hire or contract for services any employee or officer of City which would be in violation of City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

**30. Advertising and Public Disclosure:**

The Vendor shall not include any reference to the Master Purchase Order or to services performed or goods purchased pursuant to the Master Purchase Order in any of the Vendor's advertising or public relations materials without first obtaining the written approval of the Director of Purchasing.

**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: East Jordan USA, Inc.  
(Company Name)  
By:   
(Authorized Signature)  
Print Name: Andrew J Malpass  
Title: Vice President, Corporate Strategy  
Date: 5/17/16

City & County of Denver, Purchasing Division  
By:   
Print Name: Andrew Miskell  
Title: Staff Buyer  
Date: 05/18/2016

Supervisor Initial: MR

EXTENSION / RENEWALS: (OPTIONAL)

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

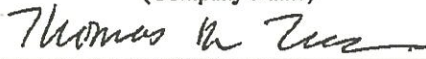
Extension No. 1     

The agreement made and entered into by your company and the City and County of Denver pursuant to the above referenced Master Purchase Order (MPO) expires on April 30, 2017.

Should you desire to extend this agreement to and including April 30, 2018, and revise the aggregate amount to \$ N/A, please return this page with your signature.

City & County of Denver, Purchasing Division

Vendor Name: East Jordan USA, Inc.  
(Company Name)

By:   
(Authorized Signature)

Print Name: Thomas M Teske

Title: Vice President, General Manager

Date: 1-19-17

By: 

Print Name: Andrew Miskell

Title: Associate Buyer

Date: 1/25/2017

Note:

Extension No. 2 X

The agreement made and entered into by your company and the City and County of Denver pursuant to the above referenced Master Purchase Order (MPO) expires on April 30, 2018.

Should you desire to extend this agreement to and including April 30, 2019, and revise the aggregate amount to \$ N/A, please return this page with your signature.

City & County of Denver, Purchasing Division

Vendor Name: East Jordan USA, Inc.  
(Company Name)

By:   
(Authorized Signature)

Print Name: Thomas M Teske

Title: Vice President, General Manager

Date: 3/19/18

By: 

Print Name: Andrew Miskell

Title: Senior Buyer

Date: 3/21/2018

Note:

**Extension No. 3** \_\_\_\_\_

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

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

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

**Vendor Name:** \_\_\_\_\_  
East Jordan USA, Inc.  
(Company Name)

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

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

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

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

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

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

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

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

Note:

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

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

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

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

**Vendor Name:** \_\_\_\_\_  
East Jordan USA, Inc.  
(Company Name)

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

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

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

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

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

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

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

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

Note:

EXHIBIT "A"

Vendor: East Jordan USA, Inc.  
Title: Sewer Components  
Master Purchase Order No.: 0275A0116

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It is recommended that you use your Master Purchase Order No. – 0275A0116, in all future correspondence and/or other communications.

**A.1 QUANTITIES:**

It is expressly understood and agreed that the resulting agreement is to supply the City with its complete actual requirement of the materials specified in this agreement for the contract period.

**A.2 F.O.B. POINT:**

All prices quoted must be at a firm price F.O.B. Denver, Colorado, delivered to the primary location listed below, but may also be requested to deliver the items to a jobsite of the City and County of Denver's choosing, depending on the City's current needs. The primary F.O.B. location will be:

**Denver Wastewater Management Division  
2000 West 3<sup>rd</sup> Avenue  
Denver, CO 80223**

**A.3 DELIVERY CONSIDERATIONS:**

Deliveries are to be made as soon as possible after orders are placed and are anticipated within a period of **two (2) business days prior to delivery time**. Contractor shall schedule time in accordance with the City's requirements.

The only exception to this delivery timeline shall be for the **custom fabrication of a 1.5" Manhole Base Riser** (Award Group #5). Any orders placed for this item shall be delivered within **seven (7) business days** from the time the order was placed by the City.

All deliveries shall be made between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays.

**The vendor shall incur all freight costs for any item ordered and shipped through their standard shipping processes. The City and County of Denver and all of its agencies are to pay for the difference/balance between standard and expedited freight charges for any item that is express/ expedited upon the City's request**

**A.4 SAMPLES:**

Upon request, vendors are required to furnish a sample of the goods and/or services to be supplied at no cost to the City and County of Denver, within seven (7) business days from the date of request. Any sample submitted shall create an express warranty that the whole of the goods and/or services shall conform to the sample submitted. All samples become the property of the City.



**A.5 TECHNICAL REQUIREMENTS:**

Covers, Rings, and Risers must be stamped indicating their grade, as well as the country of manufacture. Castings shall not be dipped or painted. Castings shall be clean, free of fused sand, and reasonably smooth. There shall be no prominent blow holes, no cracks or fissures, and no observed incomplete filling of the mold

**A.6 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.7 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.8 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 agreement 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 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.9 PALLET CHARGE:**

All pallets supplied shall be non-returnable, no deposit.

**A.10 VENDOR PERFORMANCE MANAGEMENT:**

The Purchasing Department may administer a vendor performance management program as part of this agreement. The purpose of this program is to create a method for documenting and advising the Purchasing Department of exceptional performance or any problems related to the purchased goods and services.

**A.11 YEARLY PRICING UPDATES:**

**Due Dates for Yearly Pricing Updates on List & Discount Bids ONLY**

YEAR	PRICING UPDATE DUE DATE	PRICING PERIOD
1	Prices fixed for year 1	Awarded Date through April 30, 2017
2	April 1, 2017	May 1, 2017 through April 30, 2018
3	April 1, 2018	May 1, 2018 through April 30, 2019
4	April 1, 2019	May 1, 2019 through April 30, 2020
5	April 1, 2020	May 1, 2020 through April 30, 2021

Pricing updates must be based upon documented manufacturer's price increases and must be verifiable. Discount percentages quoted must remain constant.

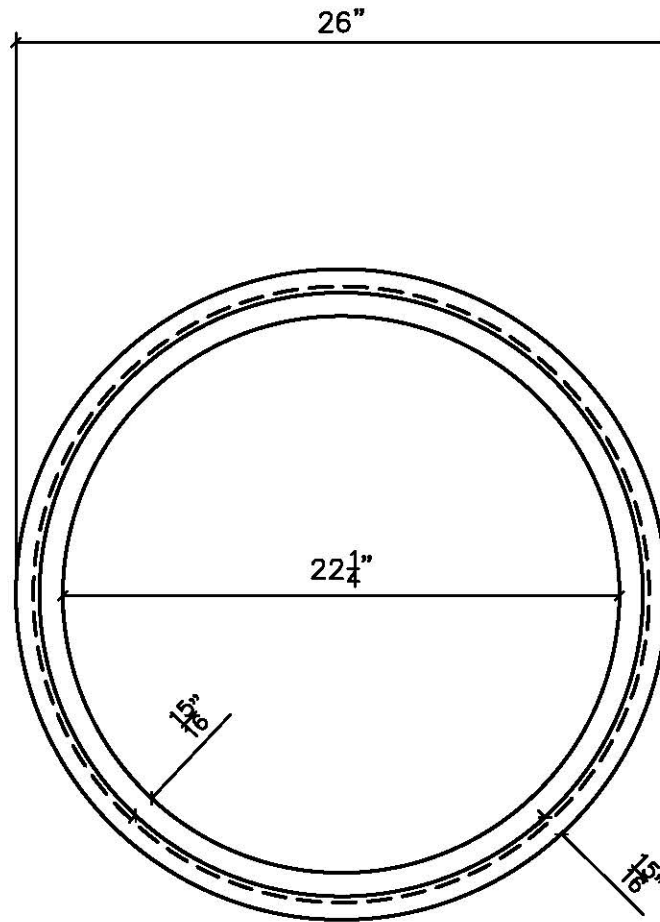
The vendor must provide a complete template that includes both items with price changes as well as items where changes are not requested. Items with price increases must be clearly identified.

If the 1st of the month falls on a Holiday or Weekend, pricing update is due the next business day.

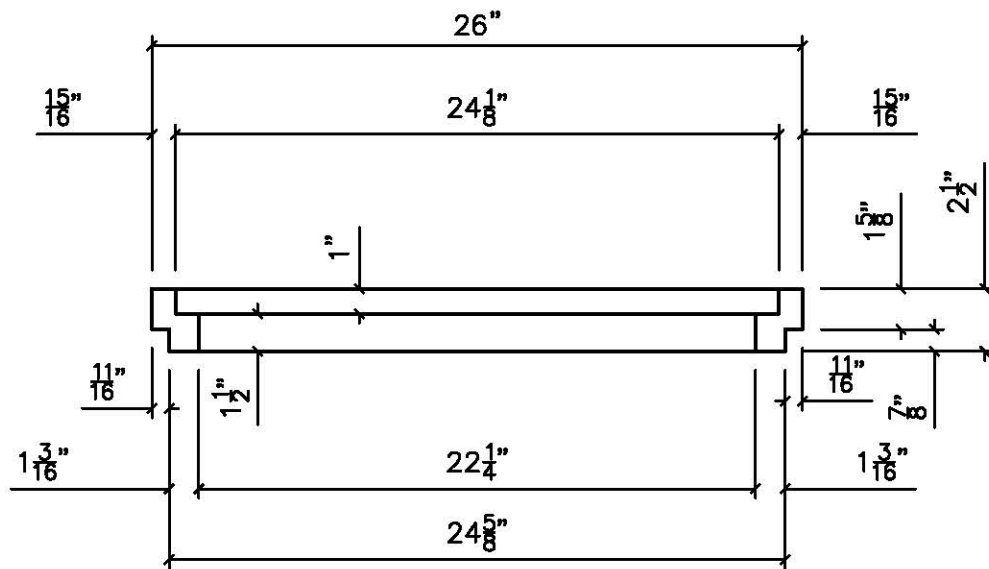
If the pricing update for items in the Item File is not submitted by the 1<sup>st</sup>, pricing will remain unchanged for the following year.



# CCD - EXHIBIT C - MPO # 0275A0116



TOP VIEW



SECTION VIEW

# CCD - EXHIBIT D - MPO # 0275A0116

RETURN TO:  
Department of General Services  
PURCHASING DIVISION  
201 West Colfax Avenue  
Department 304, 11<sup>th</sup> Floor  
Denver, CO 80202  
Phone: (720) 913-8100  
FAX: (720) 913-8101

CITY AND COUNTY OF DENVER



Department of General Services  
PURCHASING DIVISION  
[www.denvergov.org/purchasing](http://www.denvergov.org/purchasing)

Buyer: Andrew Miskell  
[andrew.miskell@denvergov.org](mailto:andrew.miskell@denvergov.org)

## FORMAL PROPOSAL

Formal Proposal No. 0275A

## SEWER COMPONENTS

### SCHEDULE OF EVENTS

• Proposal Issued	April 18, 2016		
• Deadline to Submit Additional Questions	April 27, 2016	12:00 P.M.	Local Time
• Response to Written Questions	April 29, 2016	5:00 P.M.	
• Proposal Due Date	May 4, 2016	3:00 P.M.	Local Time

Vendor offers to furnish to the City and County of Denver the materials, supplies, products or services requested in accordance with the specifications and subject to the Terms and Conditions described herein.

### VENDOR SIGN HERE

Company Name: EJ USA, Inc.

By: Fay Keane  
(Printed or Typed Name)

Signature:   
Signature constitutes acceptance of all Terms and Conditions listed on this form and all documents attached.

Email: us.bids@ejco.com

Phone: 1-800-874-4100


***THIS PROPOSAL MUST BE RETURNED ELECTRONICALLY THROUGH THE ROCKY MOUNTAIN E-PURCHASING SYSTEM (BIDNET®).***

# CCD - EXHIBIT D - MPO # 0275A0116 cont'd

Proposal No. 0275A  
SEWER COMPONENTS

Table 3 – Cast Iron Manhole Castings


Proposal Items 39-60

- CAST IRON MANHOLE CASTINGS – VARIOUS SIZES IN DEPTH & WIDTH
- INDICATE:
  - i. MANUFACTURER: EJ USA, Inc.
  - ii. LIST SHEET: N/A
  - iii. LIST SHEET PUBLISH DATE: N/A
  - iv. PRICE COLUMN: N/A
  - v. PERCENTAGE PRICE ADJUSTMENT (-) FOR DISCOUNT OR  
(+) FOR PREMIUM: ~~N/A~~ Net / 0% %
  - vi. SUPPLEMENTAL PRICING SUBMITTAL REQUIRED: **Yes. Fill in required information and pricing in the Excel Workbook Worksheet that correlates with these items. Failure to do so may result in a bid to be considered non-responsive.**
  - vii. AGENCY PROCUREMENT METHODOLOGY: P-CARD, BLANKET PO, PO, ITEM FILE (as required)
- COMPANY NAME: EJ USA, Inc.
- CONTACT NAME: Fay Keane
- CONTACT SIGNATURE: 

*Prices are to be firm and fixed for no less than one (1) year*

Table 4 – Cast Iron Inlet Castings and Accessories


Proposal Items 61-66

- CAST IRON INLET CASTINGS and ACCESSORIES – VARIOUS SIZES IN DEPTH
- INDICATE:
  - i. MANUFACTURER: EJ USA, Inc.
  - ii. LIST SHEET: N/A
  - iii. LIST SHEET PUBLISH DATE: N/A
  - iv. PRICE COLUMN: N/A
  - v. PERCENTAGE PRICE ADJUSTMENT (-) FOR DISCOUNT OR (+) FOR PREMIUM: ~~N/A~~ Net / 0% %
  - vi. SUPPLEMENTAL PRICING SUBMITTAL REQUIRED: **Yes. Fill in required information and pricing in the Excel Workbook Worksheet that correlates with these items. Failure to do so may result in a bid to be considered non-responsive.**
  - vii. AGENCY PROCUREMENT METHODOLOGY: P-CARD, BLANKET PO, PO, ITEM FILE (as required)
- COMPANY NAME: EJ USA, Inc.
- CONTACT NAME: Fay Keane
- CONTACT SIGNATURE: 

*Prices are to be firm and fixed for no less than one (1) year*

Table 5 – 1 ½” Manhole Base Riser – Custom Fabrication

Proposal Item 67

- 1 ½” MANHOLE BASE RISER – CUSTOM FABRICATION – SEE ADDITIONAL SPEC.
- INDICATE:
  - i. MANUFACTURER: EJ USA, Inc.
  - ii. LIST SHEET: N/A
  - iii. LIST SHEET PUBLISH DATE: N/A
  - iv. PRICE COLUMN: N/A
  - v. PERCENTAGE PRICE ADJUSTMENT (-) FOR DISCOUNT OR (+) FOR PREMIUM: ~~N/A~~ **Net / 0%** %
  - vi. SUPPLEMENTAL PRICING SUBMITTAL REQUIRED: **Yes. Fill in required information and pricing in the Excel Workbook Worksheet that correlates with these items. Failure to do so may result in a bid to be considered non-responsive.**
  - vii. AGENCY PROCUREMENT METHODOLOGY: P-CARD, BLANKET PO, PO, ITEM FILE (as required)
- COMPANY NAME: EJ USA, Inc.
- CONTACT NAME: Fay Keane
- CONTACT SIGNATURE: 

*Prices are to be firm and fixed for no less than one (1) year*



CCD - EXHIBIT D - MPO # 0275A0116 cont'd

C.4 PROPOSAL ITEMS - 2016 - 0275A  
 GROUP: CAST IRON MANHOLE CASTINGS

Group award will be determined by combined Extended Delivered Pricing

NOTE: All items within this group must be bid on for the bid on these items to be considered responsive

Item #	Description	Size (Depth - inches)	Estimated Annual Quantities	Indicate the Unit Cost Delivered (INITIAL)	Price Percentage Adjustment Enter (-) for a discount or a (+) for a premium (cost plus) Applies to all items for this group	Net Unit Cost Delivered (After Price Percentage Adjustment) (Auto Calculated)	Extended Price (Auto Calculated)	Manufacturer	Indicate Part Number
39	24-inch Diameter Cast Iron Denver Standard Manhole Cover.	24"	50	\$ 66.50	0%	\$ 66.50	\$ 3,325.00	EJ USA, Inc.	00240023
40	4-inch High x 24-inch Diameter Cast Iron Denver Standard Manhole Ring (Frame).	24" x 4"	50	\$ 66.96	0%	\$ 66.96	\$ 3,348.00	EJ USA, Inc.	00242511
41	8-inch high x 24-inch Diameter Cast Iron Denver Standard Manhole Ring (Frame).	24" x 8"	50	\$ 97.65	0%	\$ 97.65	\$ 4,882.50	EJ USA, Inc.	00242011
42	24-inch x 1.25-inch Diameter Cast Iron Denver Standard Manhole Adapter Ring (Riser)	24" x 1.25"	50	\$ 24.25	0%	\$ 24.25	\$ 1,212.50	EJ USA, Inc.	00249092
43	24-inch x 1.5-inch Diameter Cast Iron Denver Standard Manhole Adapter Ring (Riser)	24" x 1.5"	50	\$ 26.12	0%	\$ 26.12	\$ 1,306.00	EJ USA, Inc.	00249093
44	24-inch x 2.0-inch Diameter Cast Iron Denver Standard Manhole Adapter Ring (Riser)	24" x 2"	50	\$ 28.62	0%	\$ 28.62	\$ 1,431.00	EJ USA, Inc.	00249094
45	24-inch x 2.5-inch Diameter Cast Iron Denver Standard Manhole Adapter Ring (Riser)	24" x 2.5"	50	\$ 33.39	0%	\$ 33.39	\$ 1,669.50	EJ USA, Inc.	00249095
46	24-inch x 3.0-inch Diameter Cast Iron Denver Standard Manhole Adapter Ring (Riser)	24" x 3"	50	\$ 34.26	0%	\$ 34.26	\$ 1,713.00	EJ USA, Inc.	00249096
47	30-inch Diameter Cast Iron Denver Standard Manhole Cover	30"	50	\$ 136.89	0%	\$ 136.89	\$ 6,844.50	EJ USA, Inc.	00250823
48	4-inch High x 30-inch Diameter Cast Iron Denver Standard Manhole Ring (Frame).	30" x 4"	50	\$ 114.01	0%	\$ 114.01	\$ 5,700.50	EJ USA, Inc.	00251011
49	8-inch high x 30-inch Diameter Cast Iron Denver Standard Manhole Ring (Frame).	30" x 8"	50	\$ 145.46	0%	\$ 145.46	\$ 7,273.00	EJ USA, Inc.	00250811
50	30-inch x 1.5-inch Diameter Cast Iron Denver Standard Manhole Adapter Ring (Riser)	30" x 1.5"	50	\$ 45.87	0%	\$ 45.87	\$ 2,293.50	EJ USA, Inc.	00259091
51	30-inch x 2.0-inch Diameter Cast Iron Denver Standard Manhole Adapter Ring (Riser)	30" x 2"	50	\$ 52.68	0%	\$ 52.68	\$ 2,634.00	EJ USA, Inc.	00259092
52	6-inch high x 36-inch Diameter Cast Iron Denver Standard Manhole Ring (Frame) and 30-inch Diameter Cover wit 24-inch Diameter center opening.	36" x 6" x 24"	50	\$ 365.10	0%	\$ 365.10	\$ 18,255.00	EJ USA, Inc.	245511 / 002455
<b>TOTAL FOR GROUP</b>							<b>\$ 61,888.00</b>		

**CCD - EXHIBIT D - MPO # 0275A0116 cont'd**

**C.4 PROPOSAL ITEMS - 2016 - 0275A**

**GROUP: CAST IRON INLET CASTINGS and ACCESSORIES**

Group award will be determined by combined Extended Delivered Pricing

**NOTE: All items within this group must be bid on for the bid on these items to be considered responsive**

Item #	Description	Size (Depth)	Estimated Annual Quantities	Indicate the Unit Cost Delivered (INITIAL)	Price Percentage Adjustment Enter (-) for a discount or a (+) for a premium (cost plus) Applies to all items for this group	Net Unit Cost Delivered (After Price Percentage Adjustment) (Auto Calculated)	Extended Price (Auto Calculated)	Manufacturer	Indicate Part Number
61	Single Denver Standard Number 16 Combination Curb Inlet Vane Grate, Frame, and Adjustable Curb Open Throat.	Single #16	30	\$ 366.85	0%	\$ 366.85	\$ 11,005.50	EJ USA, Inc.	0CO756800006
62	Double Denver Standard Number 16 Combination Curb Inlet Vane Grate, Frame, and Adjustable Curb Open Throat.	Double #16	10	\$ 765.44	0%	\$ 765.44	\$ 7,654.40	EJ USA, Inc.	0CO756800007
63	Triple Denver Standard Number 16 Combination Curb Inlet Vane Grate, Frame, and Adjustable Curb Open Throat.	Triple #16	1	\$ 1,175.67	0%	\$ 1,175.67	\$ 1,175.67	EJ USA, Inc.	0CO756800008
64	Single Denver Standard Number 16 Valley Inlet Vane Grate, and Frame.	Single #16 Valley	15	\$ 248.77	0%	\$ 248.77	\$ 3,731.55	EJ USA, Inc.	0CO756800009
65	Single Denver Standard Number 16 Inlet Vane Grate (Grate Only).	Single #16 Vane Grate	20	\$ 129.33	0%	\$ 129.33	\$ 2,586.60	EJ USA, Inc.	00756731
66	Single Denver Standard Number 16 Combination Curb Inlet Adjustable Curb Open Throat Box, (Adjustable Curb Box Only).	Single #16 Curb Box	25	\$ 109.45	0%	\$ 109.45	\$ 2,736.25	EJ USA, Inc.	00756861 / 00756821
<b>TOTAL FOR CAST IRON INLET CASTINGS GROUP</b>							<b>\$ 28,889.97</b>		

**CCD - EXHIBIT D - MPO # 0275A0116 cont'd**

**C.4 PROPOSAL ITEMS - 2016 - 0275A**

**GROUP: 1 1/2" BASE RISER - CUSTOM FABRICATION**

**Group award will be determined by combined Extended Delivered Pricing**

**NOTE: All items within this group must be bid on for the bid on these items to be considered responsive**

Item #	Description	Size (Depth)	Estimated Annual Quantities	Indicate the Unit Cost Delivered (INITIAL)	Price Percentage Adjustment Enter (-) for a discount or a (+) for a premium (cost plus) <small>Apply to all</small>	Net Unit Cost Delivered (After Price Percentage Adjustment) (Auto Calculated)	Extended Price (Auto Calculated)	Manufacturer	Indicate Part Number
67	1.5" Base Riser - Model B	1.5"	200	\$ 98.00	0%	\$ 98.00	\$ 19,600.00	EJ USA, Inc.	TBD
<b>TOTAL FOR CAST IRON INLET CASTINGS GROUP</b>							<b>\$ 19,600.00</b>		