

Master Purchase Order

DO NOT INVOICE TO THIS ADDRESS		Supplier Contract No.	SC-00003095		
City & County of Denver		Date:	March 20, 2020	Revision No.	2
Purchasing Division		Payment Terms	Net 30	Ordinance (as applicable):	
201 West Colfax Avenue, Dept. 304		Freight Terms	DESTINATION		
Denver, CO 80202		Ship Via	Vendor's choice		
United States		Buyer:	Scott Harris		
Phone: 720-913-8100 Fax: 720-913-8101		Phone:	720-913-8114		

Attn: Jesse Bezdek Phone: 303-394-6040 Fax: 303-394-2627 Email: bezdekj@cpsdistributors.com

CPS Distributors
1105 West 122nd Avenue
Westminster, CO 80234

Ship To: Various City Agencies as Directed

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

Colorado Secretary of State ID:19871254828
U.S. Federal SAM Registry Verification Date: 06/08/2018

1. Goods/Services:

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

2. Ordering:

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

3. Pricing:

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

4. Extension or Renewal:

The effective period of this Master Purchase Order shall be from the date of City signature up to and including March 31, 2021. It is also a specific provision of this Master Purchase Order that the City and the vendor may mutually agree to renew and continue 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 two (2) yearly extensions shall be made to the original Master Purchase Order.

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 **One Million Three Hundred Thousand Dollars and Zero Cents (\$1,300,000.00)**. The Vendor acknowledges that any goods/services provided beyond those specifically described in **Exhibit A** are performed at Contractor's risk and without authorization from the City. City's payment obligations hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Master Purchase Order, encumbered by the City after receipt of Vendor's invoice and paid into the Treasury of City. Vendor acknowledges that: (i) City does not by this Master Purchase Order, irrevocably pledge present cash reserves for payments in future fiscal years; and (ii) this Master Purchase Order is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City. City may setoff against any payments due to Vendor any claims and/or credits it may have against Vendor under this Master Purchase Order.

11. Amendments/Changes:

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

12. Warranty:

Vendor warrants and guarantees to City that all goods furnished under this Master Purchase Order are free from defects in workmanship and materials, are merchantable, and fit for the purposes for which they are to be used. For any goods furnished under this Master Purchase Order which become defective within twelve (12) months (unless otherwise specified) after date of receipt by City, Vendor shall either, at City's election and to City's satisfaction, remedy any and all defects or replace the defective goods at no expense to City within seven (7) days of receipt of the defective goods or accept the defective goods for full credit and payment of any return shipping charges. Vendor shall be fully responsible for any and all warranty work, regardless of third party warranty coverage. Vendor shall furnish additional or replacement parts at the same prices, conditions and specifications delineated herein.

13. Indemnification/Limitation of Liability:

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

14. Termination:

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

15. Interference:

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

16. Venue, Choice of Law and Disputes:

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

17. Assignment/No Third Party Beneficiary:

Vendor shall not assign or subcontract any of its rights or obligations under this Master Purchase Order without the written consent of City. In the event City permits an assignment or subcontract, Vendor shall continue to be liable under this Master Purchase

Order and any permitted assignee or subcontractor shall be bound by the terms and conditions contained herein. This Master Purchase Order is intended solely for the benefit of City and Vendor with no third party beneficiaries

18. Notice:

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

19. Compliance With Laws:

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

20. Insurance:

Vendor shall secure, before delivery of any goods/services, the following insurance covering all operations, goods and services provided to City. Vendor shall keep the required insurance coverage in force at all times during the term of the Master Purchase Order, or any extension thereof, during any warranty period, and for three (3) years after termination of this Master Purchase Order. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision 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/expiration shall so survive. Without limiting the foregoing, Vendor's insurance, warranty and indemnity obligations shall survive for the relevant warranty or statutes of limitation period plus the time necessary to fully resolve any claims, matters or actions begun within that period. Bonds shall survive as long as any warranty period.

23. No Construction Against Drafting Party:

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

24. Status of Vendor/Ownership of Work Product:

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

25. Records and Audits:

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

26. Remedies/Waiver:

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

27. No Discrimination in Employment:

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

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

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

29. Conflict of Interest:

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

30. 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.

32. FEDERAL PROVISIONS:

Where the source of the funds, directly or indirectly for this Purchase Order is the Federal Government, the Vendor agrees to the applicable provisions set out below. The Vendor shall be responsible for determining which terms are applicable to its products and/or services.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). **DAVIS-BACON ACT COMPLIANCE** Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 3148 to 3148) as supplemented by Department of Labor regulations (29 CFR part 5). **ANTI-KICKBACK ACT COMPLIANCE** Contractor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). **CONTRACT WORK HOURS AND SAFETY STANDARDS** Contractor agrees to comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT** Contractor agrees to comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. **CLEAN AIR AND WATER REQUIREMENTS** Contractor agrees to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et. seq.), and the Clean Water Act (33 U.S.C. 1251 et. seq.). Contractor agrees to report each violation of these requirements to the City and understands and agrees that the City will, in turn, report each violation as required to the appropriate EPA regional office. **ENERGY CONSERVATION REQUIREMENTS** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (42 U.S.C. 6201) **NO SUSPENSION OR DEBARMENT** Contractor certifies that neither it nor its Principals or any of its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency. **BYRD ANTI-LOBBYING.** If the Maximum Contract Amount exceeds \$100,000, the Contractor must complete and submit to the City a required certification form provided by the City certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any Federal contract grant of any other award covered by 31 U.S.C. 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

This Master Purchase Order is acknowledged and agreed to by:

Vendor Name: CPS DISTRIBUTORS INC.
(Company Name)


By: 
(Authorized Signature)

Print Name: JESSIE L. BREIDER

Title: SALES MANAGER

Date: JULY 16, 2018

City & County of Denver, Purchasing Division

By: 

Print Name: Scott Harris

Title: Buyer

Date: JULY 18, 2018

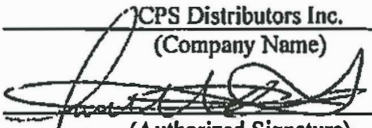
Purchase pursuant to DRMC 20-64.5. The terms and conditions herein supersede and replace all terms and conditions of MAPO Bid #2009-162.

EXTENSION / RENEWALS CONT'D: (OPTIONAL)


Extension No. 1

The contract made and entered into by your company and the City and County of Denver pursuant to the above referenced Supplier Contract No. (SC) expires on March 31, 2019.

Should you desire to extend this contract to and including March 31, 2020, and revise the aggregate amount to \$ N/A, please return this page with your signature.

Vendor Name: CPS Distributors Inc.
(Company Name)
By: 
(Authorized Signature)
Print Name: JESSE L. BEZDEK
Title: SALES MANAGER
Date: MARCH 14, 2019
Note:

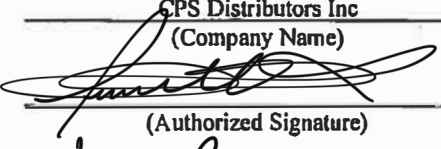
City & County of Denver, Purchasing Division

By: 
Print Name: Scott Harris
Title: Buyer
Date: 03/18/2019

Extension No. X

The contract made and entered into by your company and the City and County of Denver pursuant to the above referenced Supplier Contract No. (SC) expires on March 31, 2020.

Should you desire to extend this contract to and including March 31, 2021 and revise the aggregate amount to \$1,350,000.00, please return this page with your signature.

Vendor Name: CPS Distributors Inc.
(Company Name)
By: 
(Authorized Signature)
Print Name: JESSE BEZDEK
Title: SALES MANAGER
Date: 03/20/2020

City & County of Denver, Purchasing Division

By: Scott Harris
Print Name: Scott Harris
Title: Buyer
Date: 03/20/2020

EXHIBIT "A"

Vendor: CPS Distributors, Inc.
Title: Irrigation Supplies
Supplier Contract No.: SC-00003095

It is recommended that you use your Supplier Contract No. SC-00003095, in all future correspondence, billing, invoicing or other communications.

Description of the goods being purchased and pricing: Assorted irrigation supplies through a cooperative purchase with MAPO pricing agreement number 2009-162

VENDOR PERFORMANCE MANAGEMENT:

CPS Distributors, Inc is required to furnish a performance report to the buyer on an annual basis, no later than the anniversary date of the applicable Master Purchase Order or City Contract, providing at a minimum the following information:

FOR GOODS

- Total dollar value of purchases per City Agency
- Total number of transactions per City Agency
- Percentage of items shipped from local stock
- Percentage of items backordered
- Average delivery time for stock material
- Average delivery time for backorders

BID/SIGNATURE PAGES

The undersigned Bidder, having examined these documents, and having full knowledge of the condition under which the work described herein must be performed, hereby proposes that the Bidder will fulfill the obligations contained herein in accordance with all terms, conditions, and specifications set forth; and that he will furnish all required products and pay all incidental costs in strict conformity with these documents, for the stated prices as payment in full.

Submitting Bidder: CPS DISTRIBUTORS INC.

Address: 1105 W. 122ND AVE

Telephone Number: (303) 394-6040

Name of Agent (print/type): JESSE L. BEZDEK Title SALES MANAGER

Authorized Signature: [Signature]

Date: MARCH 22, 2018

Attest: [Signature] My Commission Expires: Oct 5, 2018
3-21-18
CORPORATE SEAL

ANDREA R V HOPP
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19944000114
MY COMMISSION EXPIRES OCTOBER 5, 2018



Jim Mueller
Territory Sales

Cell: 720.318.5749
Phone: 303.394.6040

1105 W. 122nd Ave.
Westminster, CO 80234
muellerj@cpsdistributors.com



Jesse Bezdek
Sales Manager

Mobile: 303.994.2614
Phone: 303.394.6040
bezdekj@cpsdistributors.com

1105 W. 122nd Ave
Westminster, CO 80234

BID/SIGNATURE PAGES

ITEM DESCRIPTION	% DISCOUNT OFF MANUFACTURER'S LIST PRICE
Category I – Irrigation Pipe (All Types of PVC Pipe)	
Schedule 40# PVC Pipe Plain or Slip Ends	70
Schedule 80# PVC Pipe Plain or Slip Ends With Fittings	65
Class 160# PVC Pipe D2241, SDR26 W/Bell Ends	70
Class 200# PVC Pipe D2241, SDR21 W/Bell Ends	70
Class 200# PVC Pipe D2241, SDR21 W/Bell Ends (must be purple)	70
Class 250#, D2241, SDR W/Bell Ends	N/B
NSF Rated Poly 80 psi	70
NSF Rated Poly 100 psi	70
Poly-Pipe 100# SDR 11.5, PE2306	70
Category II – Irrigation PVC Fittings (All Styles of PVC Fittings)	
Schedule 40#	70
Schedule 80#	75
Insert Fittings PVC & Nylon	70
Nipples, Schedule 80#	80
Nipples, Polyethylene	50
Category III – Rubber Gasketed Deep Ductile Iron Fittings	
Harco Products	41
Leemco Products	41
Ductile Fittings (specify brand)	N/B
Category IV – Irrigation Automatic Controllers	
Altec	30
Hunter Products	62
Irri-Trol Products	56
Motorola Central Control Products	N/B

BID/SIGNATURE PAGES

ITEM DESCRIPTION	% DISCOUNT OFF MANUFACTURER'S LIST PRICE
Motorola Control Port Controller Communication Products	N/B
Rain Bird Products	57
Rainmaster Eagle Plus Controllers	35
Rainmaster iCentral Communications Products& Surge Protection for Rainmaster Controller Products	N/B
Tucor - RKW+ Base 25 Zone Wireless Valve Controller Plastic Cabinet	N/B
Tucor – RKW-EXTP 25 Zone Extension Panel For RKW	N/B
Tucor – RKS-Z Rks Controller Zone	N/B
Tucor – WLAN-200 WiFi Device Server w/ RPSMA Antenna	N/B
WeatherTrac Products	32
Weathermatic	50
Category V– Irrigation Heads, Valves, Couplers, Repair Parts	
Arco	30
Buckner Storm	50
Hays	N/B
Hunter Products	62
Rain Bird Products	57
Superior	40
Toro Products	56
Toro Golf Products	N/B
Weathermatic	50
Category VI– Xerigation Emittors, Bubblers, Regulators, Drip, Etc.	
Agrifim Products	40
Hunter Products	62
Netafim Products	55
Rain Bird Products	53

BID/SIGNATURE PAGES

ITEM DESCRIPTION	% DISCOUNT OFF MANUFACTURER'S LIST PRICE
Weathermatic	50
Category VII-Irrigation Control Valves	
Buckner Products	50
Griswold Products	N/B
Hays	N/B
Hunter Products	62
Irritrol Products	56
Rain Bird Products	57
Superior	40
Toro	56
Toro Golf Products	N/B
Weathermatic Products	50
Category VIII Irrigation Control Valve Boxes	
Rainbird	50
Pantek Products (must have various color lids)	52
Carson	52
Category IX- Back Flow Devices	
Febco Products Including Backflow Repair Parts	WG-63 / PRTS - 30
Category X – Remote Control Hydrometer Valves w/Pulse Output	
1½ Netafim BM/BMA Series UBM Series	55
2” Netafim BM/BMA Series UBM Series	55
3” Netafim BM/BMA Series UBM Series	55
4” Netafim BM/BMA Series UBM Series	55
6” Netafim BM/BMA Series UBM Series	55
8” Netafim BM/BMA Series UBM Series	55
WeatherTrak Products	32

BID/SIGNATURE PAGES

ITEM DESCRIPTION	% DISCOUNT OFF MANUFACTURER'S LIST PRICE
Category XI – Irrigation Wire	
12 GA, Type UF	79
14 GA, Type UF	79
14 GA, 2 Conductor(for 2 wire central control systems – Paige Electric)	79
16 GA, Type UF	N/B
18 GA, Multi Strand	79
Wire Splices with Waterproof Sealant (3M Brand, DBR and DBY)	40
Wire Splices DS 400	50
Category XII– PVC Cements, Primers, Thinners	
All Products	64
Category XIII – Gate Valves and Ball Valves	
ABK Products	N/B
American Flow Control	N/B
Leemco Products	10
Matco Products	65
Spears PVC	30
True Union 2000 Ball valve with EPDM O-Ring	30
Waterman Products	50
Schedule 80# Valves	30
Febco Ball Valves	30
Category XIV– Mechanical Joints	
Cast Iron	N/B
Harco	N/B
Romac Fittings	N/B
Category XV – Controller & Backflow Preventer Enclosures	

BID/SIGNATURE PAGES

Exhibit A

ITEM DESCRIPTION	% DISCOUNT OFF MANUFACTURER'S LIST PRICE
All Spec Brand BFE Backflow Enclosures	20
All Spec Brand Vandal Buster Series Backflow	20
Strongbox Stainless Steel Controller Enclosures VIT	10
Strongbox Stainless Steel Backflow Enclosures	10
Strongbox Aluminum Backflow Preventer Enclosures	10
Strongbox Powder Coated Backflow Prevention Enclosures	10
Guard Shack Expanded Metal Backflow Preventer Enclosures	20
Guard Shack Expanded Metal Controller Enclosures	20
Category XVI – Repair Clamps & Saddles	
Matco	65
Smith & Blair	N/B
Category XVII– Flow Sensors	
Bronze Flow Sensor Products, 1", 1¼", 1½"	10
Brass Flow Sensor Products 2", insert 0.5 to 30.0 fps	10
CST Products	30
PVC Flow Sensor Products 1½", 2", 3", 4"	10
Flow Sensor Cable Products	N/B
Category XVIII– Miscellaneous Category	
Teflon Tape	50
Electrical Tape	50
Locate Flags	50
Brass Fittings	60
All Promax Remote Control Products	35
Liquid Filled Pressure Gauges	55
Corona Hand Tools	25
Tucor – SMP-12 12" Soil Moisture Probe	N/B

BID/SIGNATURE PAGES

ITEM DESCRIPTION	% DISCOUNT OFF MANUFACTURER'S LIST PRICE
Structron Tools	53
Category XIX City & County of Denver	
BID ITEM NO. 1: RAIN BIRD Group A: Lawn and Garden Manufacturer's Price List Name _____ Manufacturer's Price List Number _____ Effective date of List _____ Price/Product category offered _____	57
Group B: Turf Parts and Supplies Manufacturer's Price List Name _____ Manufacturer's Price List Number _____ Effective date of List _____ Price/Product category offered _____	30
Group C: Golf Course Parts and Supplies Manufacturer's Price List Name _____ Manufacturer's Price List Number _____ Effective date of List _____ Price/Product category offered _____	23
BID ITEM NO. 2: TORO Group A: Lawn and Garden Manufacturer's Price List Name _____ Manufacturer's Price List Number _____ Effective date of List _____ Price/Product category offered _____	56
Group B: Turf Parts and Supplies Manufacturer's Price List Name _____ Manufacturer's Price List Number _____ Effective date of List _____ Price/Product category offered _____	20
Group C: Golf Course Parts and Supplies Manufacturer's Price List Name _____ Manufacturer's Price List Number _____ Effective date of List _____ Price/Product category offered _____	N/B
BID ITEM NO. 3: BUCKNER/STORM Group A: Lawn and Garden Manufacturer's Price List Name _____ Manufacturer's Price List Number _____ Effective date of List _____ Price/Product category offered _____	50
Group B: Turf Parts and Supplies Manufacturer's Price List Name _____ Manufacturer's Price List Number _____ Effective date of List _____ Price/Product category offered _____	50
Group C: Repair Parts & Manuals Manufacturer's Price List Name _____	50

BID/SIGNATURE PAGES

ITEM DESCRIPTION	% DISCOUNT OFF MANUFACTURER'S LIST PRICE
Manufacturer's Price List Number _____ Effective date of List _____ Price/Product category offered _____	
BID ITEM NO. 4: WEATHERMATIC Group A:Lawn and Garden Manufacturer's Price List Name _____ Manufacturer's Price List Number _____ Effective date of List _____ Price/Product category offered _____	50
Group B: Turf Parts and Supplies Manufacturer's Price List Name _____ Manufacturer's Price List Number _____ Effective date of List _____ Price/Product category offered _____	20
BID ITEM NO. 5: GRISWOLD Group A: Lawn and Garden Manufacturer's Price List Name _____ Manufacturer's Price List Number _____ Effective date of List _____ Price/Product category offered _____	N/B
Group B: Turf Parts and Supplies Manufacturer's Price List Name _____ Manufacturer's Price List Number _____ Effective date of List _____ Price/Product category offered _____	N/B
BID ITEM NO. 6: R-CO Group A: Lawn and Garden Manufacturer's Price List Name _____ Manufacturer's Price List Number _____ Effective date of List _____ Price/Product category offered _____	30
Group B: Turf Parts and Supplies Manufacturer's Price List Name _____ Manufacturer's Price List Number _____ Effective date of List _____ Price/Product category offered _____	30
BID ITEM NO. 7: FEBCO Group A: Small Devices _____ Manufacturer's Price List Name _____ Manufacturer's Price List Number _____ Effective date of List _____ Price/Product category offered _____	63
Group B Medium Devices Manufacturer's Price List Name _____ Manufacturer's Price List Number _____ Effective date of List _____ Price/Product category offered _____	63
Group C Parts Manufacturer's Price List Name _____	30

BID/SIGNATURE PAGES

ITEM DESCRIPTION	% DISCOUNT OFF MANUFACTURER'S LIST PRICE
Manufacturer's Price List Number _____ Effective date of List _____ Price/Product category offered _____	
BID ITEM NO. 8: FLOW CONTROL Group A: Lawn and Garden Manufacturer's Price List Name _____ Manufacturer's Price List Number _____ Effective date of List _____ Price/Product category offered _____	50
Group B: Turf Parts and Supplies__ Manufacturer's Price List Name _____ Manufacturer's Price List Number _____ Effective date of List _____ Price/Product category offered _____	50
BID ITEM NO. 9: SUPERIOR Group A: Lawn and Garden Manufacturer's Price List Name _____ Manufacturer's Price List Number _____ Effective date of List _____ Price/Product category offered _____	40
Group B: Turf Parts and Supplies Manufacturer's Price List Name _____ Manufacturer's Price List Number _____ Effective date of List _____ Price/Product category offered _____	40
Group C: Golf Course Parts and Supplies__ Manufacturer's Price List Name _____ Manufacturer's Price List Number _____ Effective date of List _____ Price/Product category offered _____	N/B
BID ITEM NO. 10: IRRITROL SYSTEMS Group A: Lawn and Garden Manufacturer's Price List Name _____ Manufacturer's Price List Number _____ Effective date of List _____ Price/Product category offered _____	56
Group B: Turf Parts and Supplies Manufacturer's Price List Name _____ Manufacturer's Price List Number _____ Effective date of List _____ Price/Product category offered _____	20
Group C: Golf Course Parts and Supplies Manufacturer's Price List Name _____ Manufacturer's Price List Number _____ Effective date of List _____ Price/Product category offered _____	N/B
BID ITEM NO. 11: SPEARS Group A: Lawn and Garden Manufacturer's Price List Name _____ Manufacturer's Price List Number _____	70

BID/SIGNATURE PAGES

ITEM DESCRIPTION	% DISCOUNT OFF MANUFACTURER'S LIST PRICE
Effective date of List _____ Price/Product category offered _____	
Group B: Turf Parts and Supplies Manufacturer's Price List Name _____ Manufacturer's Price List Number _____ Effective date of List _____ Price/Product category offered _____	70
Group C: Golf Course Parts and Supplies Manufacturer's Price List Name _____ Manufacturer's Price List Number _____ Effective date of List _____ Price/Product category offered _____	N/B
BID ITEM NO. 12: N.D.S. Group A: Lawn and Garden Manufacturer's Price List Name _____ Manufacturer's Price List Number _____ Effective date of List _____ Price/Product category offered _____	50
Group B: Turf Parts and Supplies Manufacturer's Price List Name _____ Manufacturer's Price List Number _____ Effective date of List _____ Price/Product category offered _____	50
Group C: Golf Course Parts and Supplies Manufacturer's Price List Name _____ Manufacturer's Price List Number _____ Effective date of List _____ Price/Product category offered _____	50
BID ITEM NO. 13: CARSON/BOORKS Group A: All Products Manufacturer's Price List Name _____ Manufacturer's Price List Number _____ Effective date of List _____ Price/Product category offered _____	52
BID ITEM NO. 14: KING DRAINS Group A: All Products Manufacturer's Price List Name _____ Manufacturer's Price List Number _____ Effective date of List _____ Price/Product category offered _____	55
BID ITEM NO. 15 STRONG BOX Group A: All Products Manufacturer's Price List Name _____ Manufacturer's Price List Number _____ Effective date of List _____ Price/Product category offered _____	10
BID ITEM NO. 16 MATCO Group A: Lawn and Garden Manufacturer's Price List Name _____	65

BID/SIGNATURE PAGES

ITEM DESCRIPTION	% DISCOUNT OFF MANUFACTURER'S LIST PRICE
Manufacturer's Price List Number _____ Effective date of List _____ Price/Product category offered _____	
Group B: Turf Parts and Supplies Manufacturer's Price List Name _____ Manufacturer's Price List Number _____ Effective date of List _____ Price/Product category offered _____	65
Group C: Golf Course Parts and Supplies Manufacturer's Price List Name _____ Manufacturer's Price List Number _____ Effective date of List _____ Price/Product category offered _____	65
BID ITEM NO. 17 IMPERIAL Group A: Lawn and Garden Manufacturer's Price List Name _____ Manufacturer's Price List Number _____ Effective date of List _____ Price/Product category offered _____	N/B
Group B: Turf Parts and Supplies Manufacturer's Price List Name _____ Manufacturer's Price List Number _____ Effective date of List _____ Price/Product category offered _____	N/B
BID ITEM NO. 18: HUNTER Group A: Lawn and Garden Manufacturer's Price List Name _____ Manufacturer's Price List Number _____ Effective date of List _____ Price/Product category offered _____	62
Group B: Turf Parts and Supplies Manufacturer's Price List Name _____ Manufacturer's Price List Number _____ Effective date of List _____ Price/Product category offered _____	50
Group C: Golf Course Parts and Supplies Manufacturer's Price List Name _____ Manufacturer's Price List Number _____ Effective date of List _____ Price/Product category offered _____	N/B
BID ITEM NO. 19: ALTEC Group A: Lawn and Garden Manufacturer's Price List Name _____ Manufacturer's Price List Number _____ Effective date of List _____ Price/Product category offered _____	30
Group B: Turf Parts and Supplies Manufacturer's Price List Name _____ Manufacturer's Price List Number _____	30

BID/SIGNATURE PAGES

ITEM DESCRIPTION	% DISCOUNT OFF MANUFACTURER'S LIST PRICE
Effective date of List _____ Price/Product category offered _____	
BID ITEM NO. 20: NELSON Group A: Lawn and Garden Manufacturer's Price List Name _____ Manufacturer's Price List Number _____ Effective date of List _____ Price/Product category offered _____	N/B
Group B: Turf Parts and Supplies Manufacturer's Price List Name _____ Manufacturer's Price List Number _____ Effective date of List _____ Price/Product category offered _____	N/B
BID ITEM NO. 21: RAINMASTER Group A: Lawn and Garden Manufacturer's Price List Name _____ Manufacturer's Price List Number _____ Effective date of List _____ Price/Product category offered _____	35
Group B: Turf Parts and Supplies Manufacturer's Price List Name _____ Manufacturer's Price List Number _____ Effective date of List _____ Price/Product category offered _____	10
BID ITEM NO. 22 CHAMPION Group A: Lawn and Garden Manufacturer's Price List Name _____ Manufacturer's Price List Number _____ Effective date of List _____ Price/Product category offered _____	35
Group B: Turf Parts and Supplies Manufacturer's Price List Name _____ Manufacturer's Price List Number _____ Effective date of List _____ Price/Product category offered _____	35
Group C: Golf Course Parts and Supplies Manufacturer's Price List Name _____ Manufacturer's Price List Number _____ Effective date of List _____ Price/Product category offered _____	35
BID ITEM NO. 23 WELD-ON Group A: All Products Manufacturer's Price List Name _____ Manufacturer's Price List Number _____ Effective date of List _____ Price/Product category offered _____	64

BID/SIGNATURE PAGES

ITEM DESCRIPTION	% DISCOUNT OFF MANUFACTURER'S LIST PRICE
BID ITEM NO. 24 AMTEK Group A: All Products Manufacturer's Price List Name _____ Manufacturer's Price List Number _____ Effective date of List _____ Price/Product category offered _____	52
BID ITEM NO. 25 MOTOROLA Group A: All Products Manufacturer's Price List Name _____ Manufacturer's Price List Number _____ Effective date of List _____ Price/Product category offered _____	N/B
BID ITEM NO. 26: EICON Group A: Universal Plus Controllers _____ Manufacturer's Price List Name _____ Manufacturer's Price List Number _____ Effective date of List _____ Price/Product category offered _____	30
Group B: Ceres Controllers Manufacturer's Price List Name _____ Manufacturer's Price List Number _____ Effective date of List _____ Price/Product category offered _____	30
Group C: Miscellaneous Irrigation Components Manufacturer's Price List Name _____ Manufacturer's Price List Number _____ Effective date of List _____ Price/Product category offered _____	30