

DO NOT INVOICE THIS ADDRESS

City and County of Denver
 Purchasing Division
 201 W. Colfax Ave Dept. 304
 Denver, CO 80202
 United States of America
 Ph: 720-913-8100 Fax: 720-913-8101



Purchase Order Number	PO-00134251
Purchase Order Date	Jun 23, 2023
Contract ID	
Payment Terms	Net 30
Payment Type	Check
Buyer	Brenda Hannu (720) 913-8118 Brenda.Hannu@denvergov.org

Supplier
MECHANICAL PRODUCTS NSW LLC 8250 SOUTH 700 WEST ATTN SHANNAH DENNIS MIDVALE, UT 84047 United States of America Ph: (801) 3529003

Ship-To
Parks and Recreation Maintenance Building 4495 Jason St Denver, CO 80211 United States of America Jimmy Trujillo

Bill To
Bill To Same As Ship To Denver, CO 80202 United States of America Jolene Cabazos

Currency	Total Lines Amount	Tax Exempt	Total PO Amount
USD	\$731,478.00	98-02890-0000	\$731,478.00
Shipping Terms	Shipping Method	Shipping Instructions	
FOB Destination	Common Carrier		

Service Lines				
Line Number	Item Name	Description	Due Date	Line Amount
1		Air Cleansing Equipment	12/31/2023	\$731,478.00

Agency Contact Name, Phone, Email: Jolene Cabazos (Jimmy Trujillo), 720-865-0360 jolene.cabazos@denvergov.org
Supplier Contact Name, Phone, Email: MECHANICAL PRODUCTS

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

BLANKET PURCHASE ORDER (BPO) NOT TO EXCEED THE TOTAL PO AMOUNT WITHOUT PRIOR APPROVAL FROM PURCHASING

This Blanket Purchase Order provides for the purchase from the vendor stated above. It is effective from the issue date of this Purchase Order through and including 12/31/2023 or for the duration of encumbered funds. The City does not guarantee that all monies appropriated will be spent. Orders will be placed on an as needed basis.

Purchase Order price listed herein includes all shipping and handling.

ALL INVOICING MUST MATCH THE PURCHASE ORDER EXACTLY AND CONTAIN THE PURCHASE ORDER NUMBER. ALL INVOICES MUST BE SENT DIRECTLY TO THE BILL TO ADDRESS LISTED ON THE PURCHASE ORDER, THIS ADDRESS MAY BE DIFFERENT THAN THE SHIP TO ADDRESS.

CHANGES TO THIS PURCHASE ARE NOT VALID WITHOUT PRIOR APPROVAL FROM PURCHASING.

PRICING SHALL BE COMMUNICATED WITH AGENCY PRIOR TO ORDER FULFILLMENT.



Authorized By

By accepting this Purchase Order you agree to the Terms and Conditions of the General Services Purchasing Division.
Follow the URL provided to the Purchase Order Terms and Conditions –
<http://www.denvergov.org/content/denvergov/en/purchasing-main-page/POterms.html>

Additional Terms and Conditions for ARPA Grant Funds

The Contractor agrees and acknowledges that some or all of the funds encumbered by the City to pay for the services described herein have been provided in accordance with Section 603(b) of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act, Public Law No. 117-2 (March 11, 2021) (along with all rules and regulations promulgated thereunder, "ARPA"). The Parties acknowledge that all funding from ARPA (collectively, "ARPA Funds") may only be used to cover those eligible costs incurred by the City during the period that begins on March 3, 2021 and ends on December 31, 2024:

- a. To respond to the public health emergency with respect to the Coronavirus Disease 2019 ("COVID-19") or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or to aid impacted industries such as tourism, travel and hospitality;
- b. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the City that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
- c. For the provision of government services to the extent of the reduction in revenue of the City due to the COVID-19 public health emergency relative to the revenues collected in the most recent full fiscal year of the City prior to the emergency; or
- d. To make necessary investments in water, sewer, or broadband infrastructure.

The Contractor shall only utilize ARPA Funds for the purposes described in the attached purchase order. The Contractor agrees and acknowledges that, as a condition to receiving the ARPA Funds, it shall strictly follow the Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions attached hereto and incorporated herein as **Exhibit A**. All invoices submitted by the Contractor to the City pursuant to this Agreement shall use "COVID-19" or "Coronavirus" as a descriptor for those costs that are paid by ARPA Funds to facilitate the tracking of Agreement-related spending related to COVID-19. The Contractor shall segregate and specifically identify the time and expenditures billed to the City on each invoice to allow for future review and analysis of COVID-19 related expenses. To avoid an unlawful duplication of federal benefits, the Parties agree and acknowledge that the services and/or goods provided by the Contractor for which ARPA Funds are used shall not, to the extent that ARPA Funds are used, also be paid for or reimbursed by monies provided under any other federal program.

The City agrees and acknowledges that it shall obligate the use of ARPA funds for the services performed and/or good provided by the Contractor under this Agreement no later than December 31, 2024. The Contractor agrees and acknowledges that all services performed and/or goods provided by the Contractor using ARPA Funds must be performed and/or provided, respectively, by the Contractor no later than December 31, 2026. Further, the Contractor agrees and acknowledges that payment for all services performed and/or goods provided by the Contractor using ARPA Funds must be provided by the City to the Contractor no later than December 31, 2026. As such, the Contractor shall invoice the City not later than November 1, 2026 for all work performed pursuant to this Agreement for which ARPA Funds will be used to enable sufficient time for the City to review, process, and pay such invoice no later than the performance deadline prescribed in ARPA (the "Invoice Deadline Date"). Any invoice submitted by the Contractor after the Invoice Deadline Date for services performed and/or goods provided on or prior to December 31, 2026 may not be eligible to be paid by ARPA Funds, and, to the extent that ARPA Funds are not available to pay such invoice, partially or in total, such invoice shall only be paid subject to funds

appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of this Agreement.

To the extent that the Contractor's services hereunder contemplate the spending of ARPA Funds, the Contractor shall provide to the City information responsive to mandatory performance measures, including programmatic data sufficient to conduct oversight as well as understand aggregate program outcomes. Further, in providing the ARPA-required information to the City, to the extent possible, Contractor shall provide this programmatic data related to such services disaggregated by race, ethnicity, gender, income, and other relevant demographic factors as may be determined by the City. The Contractor shall insert the foregoing requirement into all subcontracts related to this Agreement, thereby obligating all subcontractors to the same reporting requirement as the Contractor.

The following paragraph replaces "21. Records and Audits" of the online Purchase Order Terms and Conditions.

The Contractor shall maintain records of the documentation supporting the use of ARPA Funds in an auditable format, for the later of five (5) years after final payment on this Agreement or the expiration of the applicable statute of limitations. Any authorized agent of the City, including the City Auditor or his or her representative, and for ARPA Funds any authorized agent of the Federal government, including the Special Inspector General for Pandemic Recovery ("Inspector General") have the right to access, and the right to examine, copy and retain copies, at the official's election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor's use of ARPA Funds pursuant to this Agreement. The Contractor shall cooperate with Federal and City representatives and such representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of five (5) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of the use of ARPA Funds, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this section shall require the Contractor to make disclosures in violation of state or federal privacy laws. The Contractor shall at all times comply with D.R.M.C. 20-276.