

# Master Purchase Order

<b>DO NOT INVOICE TO THIS ADDRESS</b>		Workday™ Supplier Contract No.	SC-00010127	
City & County of Denver		Date:	3/3/2025	
Purchasing Division		Payment Terms	Net 30	Resolution (as applicable):
201 West Colfax Avenue, Dept. 304		Freight Terms	FOB DESTINATION	
Denver, CO 80202		Ship Via	Included – Vendor Best Way	
United States		Analyst:	Leann Rush	
Phone: 720-913-8100 Fax: 720-913-8101		Phone / Email:	303-342-2298 / leann.rush@flydenver.com	

Workday Supplier ID: SUP-00011095

Phone: 720-323-2532

Email: [rheil@batteriesplus.com](mailto:rheil@batteriesplus.com)

BPB Holding Corp  
 dba Batteries Plus, LLC  
 1325 Walnut Ridge Drive  
 Hartland, WI 53029  
 Attn: Rob Heil

Ship To: Denver International Airport  
 Maintenance. Facility (MATMAN)  
 27500 E 80th Ave., Unit A  
 Denver, CO 80249

Bill To: As Specified By Agency

Colorado Secretary of State ID:20041348840  
 U.S. Federal SAM Registry Verification Date: 02/24/2025

**1. Goods/Services:**

BPB Holding Corp, dba Batteries Plus, LLC, an entity registered under the state of Wisconsin (“Vendor”) shall provide the goods, and any services related thereto, identified and described on attached **Exhibit A and B**, 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 Master Purchase Order for purposes of such Order only.

**3. Pricing:**

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

**4. Term/Renewal:**

The term of this Master Purchase Order shall be from date of City signature to and including 02/28/2027. General Services and the vendor may mutually agree to renew and continue this Master Purchase Order for additional periods at the same pricing structure, terms, and conditions. However, no renewal shall surpass 02/28/2030.

**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:**

Vendor shall perform any services in accordance with the standard of care exercised by highly competent vendors who perform like or similar services. 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 Purchase Order.

**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 Master Purchase Order notwithstanding, in no event shall the City be liable for aggregate payments under this Master Purchase Order in excess of one million two hundred thousand dollars \$1,200,000.00. Vendor acknowledges that any goods/services provided beyond those specifically described in **Exhibit A and B** are performed at Vendor'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 Executive Director of General Services or his/her 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 with the City 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. 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 up to the total Master

Purchase Order Amount. 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 the Executive Director of General Services or his/her delegate. 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, pleads 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 agrees to secure, at or before the time of execution of this Master Purchase Order, the following insurance covering all operations, goods or services provided pursuant to this Master Purchase Order. Vendor shall keep the required insurance coverage in force at all times during the term of the Master Purchase Order, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require 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 Master Purchase Order. Such notice shall reference the Master Purchase Order listed on the signature page of this Master Purchase Order. 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, Vendor 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 Master Purchase Order. 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. Vendor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Master Purchase Order.

Vendor may not commence services or work relating to this Master Purchase Order prior to placement of coverages required under this Master Purchase Order. The City requests that the City's contract number be referenced on the

certificate of insurance. 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 of any of the City's rights or remedies under this Master Purchase Order. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements. For Commercial General Liability, Auto Liability, and Excess Liability/Umbrella (if required), Vendor and sub-contractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured. For all coverages required under this Master Purchase Order, Vendor's insurer shall waive subrogation rights against the City. Vendor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Master Purchase Order) procure and maintain coverage as approved by Vendor and appropriate to their respective primary business risks considering the nature and scope of services provided. 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 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Vendor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate. Vendor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Master Purchase Order.

**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.

**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, 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. Ownership rights shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use materials. Software licenses terms may be incorporated herein by an End User License Agreement signed by the Director of Purchasing. Any 'click-wrap' electronic acceptance or other terms and conditions not agreed to in writing by the Director of Purchasing are of no force and effect.

**25. Examination of Records and Audits:**

Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Vendor's performance pursuant to this Master Purchase Order, provision of any goods or services to the City, and any other transactions related to this Master Purchase Order. Vendor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Master Purchase Order or expiration of the applicable statute of limitations. When conducting an audit of this Master Purchase Order, 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 paragraph shall require Vendor to make disclosures in violation of state or federal privacy laws. Vendor shall at all times comply with D.R.M.C. 20-276.

**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:**

In connection with the performance of work under the Master Purchase Order, the Vendor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. Vendor shall insert the foregoing provision in all subcontracts.

**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:**

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 Vendor's advertising or public relations materials without first obtaining the written approval of the Director of Purchasing.

**31. Intellectual Property:**

Any research, reports, studies, data, photographs, negatives or other documents, drawings or materials (collectively "materials") delivered by Vendor in performance of its obligations under this Master Purchase Order shall be the exclusive property of City. Ownership rights shall include, but not be limited to the right to copy, publish, display, transfer, prepare derivative works, or otherwise use materials. Software license terms may be incorporated herein by an End User License Agreement signed by the Director of Purchasing. Any 'click-wrap' agreement, terms of use, electronic acceptance or other terms and conditions not agreed to in writing by the Director of Purchasing are of no force and effect.

**32. Accessibility and ADA Website Compliance:**

Vendor shall comply with, and the products and services provided under this Agreement shall be in compliance with, all applicable provisions of §§ 24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established pursuant to Section § 24-85-103 (2.5), C.R.S. (collectively, the "Guidelines"), to the extent required by law. Vendor shall also comply with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

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

This Master Purchase Order is acknowledged and agreed to by:

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

**Vendor Name:**

\_\_\_\_\_  
(Company Name)

By:

Rob A Heil  
\_\_\_\_\_  
(Authorized Signature)

By:

Leann Rush  
\_\_\_\_\_

Print Name:

\_\_\_\_\_

Print Name:

Leann Rush  
\_\_\_\_\_

Title:

\_\_\_\_\_

Title:

Senior Procurement Analyst  
\_\_\_\_\_

Date:

3/4/2025  
\_\_\_\_\_

Date:

3/4/2025  
\_\_\_\_\_

Procurement Manager: Susan Charise Glass

**RENEWALS/REVISIONS:**

Upon renewal, City procurements shall be made via Purchase Order (PO) under the pricing, terms and conditions of this MPO except as specifically noted as a revision (as applicable).

**Renewal/Revision No. 1** \_\_\_\_\_

This Master Purchase Order (MPO) expires on \_\_\_\_\_.

Should Vendor desire to renew this contract to and including \_\_\_\_\_ and revise the aggregate amount to \$ \_\_\_\_\_, please return this page with an authorized Vendor signature.

Note(s)/revisions(s):

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

**Vendor Name:**

\_\_\_\_\_  
(Company Name)

By:

\_\_\_\_\_  
(Authorized Signature)

By:

\_\_\_\_\_

Print Name:

\_\_\_\_\_

Print Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

Date:

\_\_\_\_\_

Federal SAMs re-verification date:

**Renewal/Revision No. 2** \_\_\_\_\_

This Master Purchase Order (MPO) expires on \_\_\_\_\_.

Should Vendor desire to renewal this contract to and including \_\_\_\_\_ and revise the aggregate amount to \$ \_\_\_\_\_, please return this page with an authorized Vendor signature.

Note(s)/ revisions(s):

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

**Vendor Name:**

\_\_\_\_\_  
(Company Name)

By:

\_\_\_\_\_  
(Authorized Signature)

By:

\_\_\_\_\_

Print Name:

\_\_\_\_\_

Print Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

Date:

\_\_\_\_\_

Federal SAMs re-verification date:

**Renewal/Revision No. 3** \_\_\_\_\_

This Master Purchase Order (MPO) expires on \_\_\_\_\_.

Should Vendor desire to renew this contract to and including \_\_\_\_\_ and revise the aggregate amount to \$ \_\_\_\_\_, please return this page with an authorized Vendor signature.

Note(s)/ revisions(s):

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

**Vendor Name:**

\_\_\_\_\_  
(Company Name)

By:

\_\_\_\_\_  
(Authorized Signature)

By:

\_\_\_\_\_

Print Name:

\_\_\_\_\_

Print Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

Date:

\_\_\_\_\_

Federal SAMs re-verification date:



## EXHIBIT "A"

Vendor: BPB Holding Corp  
dba Batteries Plus, LLC

Solicitation/ Award Title: UPS Batteries For Denver International Airport  
Solicitation No. /Internal File Reference Location: 10908

**It is recommended that you use your Supplier Contract No. SC-00010127, in all future correspondence and/or other communications.**

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

## SCOPE OF WORK AND TECHNICAL REQUIREMENTS:

BPB Holding Corp dba Batteries Plus, LLC to provide the City and County of Denver, hereinafter referred to as the City and the Denver International Airport, hereinafter referred to as DEN. Uninterruptable Power Supply (UPS) Batteries with approved UPS Batteries and Battery Core recycling with delivery requirements as described here in.

- 1) Quoted pricing reflects all variables listed as well as any discounts offered including any recycle credits or refunds for used batteries as referenced in Exhibit B.
- 2) All batteries shall meet the current required listed specifications by manufacture and part number.
- 3) The City and DEN may purchase additional Approved Brand model numbers and Accessories not listed on Exhibit B" at the same discount pricing as agreed upon at the time of purchase throughout the term of this Master Purchase Order.
- 4) Battery list may be modified to reflect the changing needs for UPS systems required at DEN. Batteries not specifically listed may be purchased at the same discount rate as the batteries listed in the pricing chart.
- 5) Vendor will be required to support and consult DEN Life Safety personnel providing expertise to determine additional battery types as needed and to give insight concerning various types of UPS or lighting inverter units when questions arise.
- 6) Vendor will be required to be badged at DEN, as there will be occasions when access will be required. Vendor will be escorted on all airside deliveries and will be required to maintain required insurance to operate an escorted vehicle on airside.
- 7) Vendor will be responsible for the removal of used Battery Cores from DEN and properly recycle. Vendor will be required to pick up Cores within 7 working days of notification.
- 8) Vendor will deliver batteries as determined and scheduled by DEN personnel. Airside deliveries may require rescheduling due to in-climate weather or airfield conditions.
- 9) Vendor will place orders with manufacturer within 48 hours of PO receipt to reduce lead-time.

Quantities listed are the City's best estimate and do not obligate the City to order or accept more than City's actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds.

## F.O.B. POINT:

F.O.B. Destination and delivered to The Denver International Airport, Materials Management, 27500 E. 80th Ave., Denver, CO 80249 or City specified locations.

**WARRANTY GUARANTEE:**

Vendor shall be fully responsible for any and all warranty work, regardless of whether or not manufacturers of equipment, and/or its component parts, provide the actual warranty coverage. In addition, vendor shall have or establish a single, local source that will accomplish or coordinate any necessary warranty work. Vendor shall respond to requests for warranty assistance within twenty-four (24) hours.

Vendor or dealership location where warranty service will be completed:

Vendor: Batteries Plus, LLC

Address: 3508 Peoria St. STE 101

City, State and Zip Code: Aurora, CO 80010

**AIRPORT SECURITY:**

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

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

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

The Vendor shall return to the City at the expiration or termination of this Contract, or upon demand by the City, all access keys or access badges issued to it for any area of the Airport, whether or not restricted. If the Vendor fails to do so, the Consultant shall be liable to reimburse the City for all the City's costs for work required to prevent compromise of the Airport security system. The City may withhold funds in the amount of such costs from any amounts due and payable to the Vendor under this Contract.

**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.

**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.

**PALLET CHARGE:**

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

**SPILLAGE:**

Vendor will be responsible for the cleanup of any contamination or spillage resulting from the delivery and unloading within twenty-four (24) hours of such spillage.

**PATENTS:**

Vendor agrees to defend the City at vendor's own expense, in all suits, actions or proceedings in which the City is made a defendant for actual or alleged infringement of any United States of America or foreign letters patent resulting from the City's use of the goods purchased as a result of this contract. Vendor further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceeding against the City.

Vendor agrees to indemnify and hold harmless the City from any and all license, royalty and proprietary fees or costs, including legal costs, which may arise out of the City's purchase and use of goods supplied by the vendor.

It is expressly agreed by vendor that these covenants are irrevocable and perpetual.

**VENDOR PERFORMANCE MANAGEMENT:**

The Purchasing Department may administer a vendor performance management program as part this Master Purchase Order. 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 purchased goods and/or related services.

**FOR GOODS AND RELATED SERVICES (if applicable)**

- 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

Vendor may also be required to provide additional specific reporting/data as required.

**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.

Vendor(s) must contract directly with any interested governmental agency concerning the matters within this Master Purchase Order (MPO).

**ENVIRONMENTAL MANAGEMENT SYSTEM, ENVIRONMENTAL POLICY, AWARENESS, AND COMPLIANCE:**

Some City operations can pose risks to human health and the environment. Proactive environmental management can reduce risk and prevent harm. The Denver Environmental Performance Program (DEPP) is the City’s ISO 14001 Environmental Management System (EMS). The DEPP ensures all aspects of City operations with the potential to cause environmental impacts are proactively managed. The DEPP reinforces the City’s position that the City’s business partners are aware of the City’s Environmental Policy, and are responsible for supplying goods and services in a manner consistent with this policy. The DEPP also requires business partners ensure the competency of their staff with respect to the environmental impacts of their duties.

The Environmental Policy of the City & County of Denver, may be found at:

<https://denvergov.org/files/assets/public/v/2/public-health-and-environment/documents/eq/2024-denver-environmental-policy.pdf>

All City business partners are required to comply with federal, state, and local environmental regulations. The DEPP requires all City business partners to be aware of the impacts their products and services have on the environment and implement practices to minimize impacts, prevent pollution, and align outcomes with the City’s environmental performance goals.

The Contractor shall provide products and services under this agreement consistent with the City’s Environmental Policy and any environmental performance goals identified by the agency for whom the contractor is performing work.

**Environmentally Preferable Purchasing (EPP) Guidance:**

The City defines Environmentally Preferable products and services as those having a lesser or reduced effect on human health and the environment when compared with competing products and services serving the same purpose. The City’s EPP evaluation may extend to materials of manufacture, packaging, transport, recycled content, energy consumption, local recyclability, waste disposal, and other factors.

**PRICING:**

All prices quoted shall be firm and fixed for the initial 12 months of the agreement as referenced in Exhibit B.

**Due Dates for Yearly Pricing Updates:**

PRICING UPDATE REQUEST DUE DATE	UPDATED PRICING PERIOD FOLLOWING DUE DATE
January 15 <sup>th</sup>	March 1 <sup>st</sup> through February 28 <sup>th</sup>

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. Pricing is adjustable at twelve (12) months after the date of award and thereafter annually for the life of the contract, in an amount not to exceed the average of the Consumer Price Index (CPI) or up to 3%, whichever is less, for all Urban Consumers, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior.

Pricing updates must be based upon documented manufacturer’s price increases and must be verifiable (e.g., letter from the manufacturer(s), market indexes, and etcetera).

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.

Vendors shall have the capability of accepting the City's authorized Procurement Card as a method of payment. No price changes or additional fee(s) may be assessed when accepting the Procurement Card as a form of payment.

## EXHIBIT "B"

IFB No. 10908A2025 EXHIBIT A - BID ITEMS									
UPS BATTERIES FOR DENVER INTERNATIONAL AIRPORT									
Bid Item	DEN Master P/N	Manufacture P/N	Full Description	Average Yearly Usage	Proposed Brand & P/N	Standard Lead-Time	Bid Item Mfg. List Price	Proposed Percentage Off Mfg. List Discount %	Delivered Cost Per Unit Including ALL Freight and Handling
SAMPLE ITEM					M & K Battery	7 Days	\$100.00	-20%	\$80.00
1	42026	UPS6-620MR	BATTERY FOR UPS SYSTEM 6V, 660WPC, L-12.5" x W-6.8" x H-7.9" LBS-82		Alpine Power UPS6-625PLP	7-days	\$ 649.99	23%	\$ 500.49
2	42027	ES5AH-12V	BATTERY FOR UPS SYSTEM 12V, 5AH, L-3.5" x W-2.7" x H-4" LBS-4		Duracell DURA12-5F2	4-5 days	\$ 37.99	75%	\$ 9.50
3	42028	ES7AH-12V	BATTERY FOR UPS SYSTEM 12V, 7AH, L-5.9" x W-2.5" x H-3.7" LBS-5.5	800	Duracell DURA12-7F2	4-5 days	\$ 39.99	76%	\$ 9.60
4	42029	ES8AH-12V	BATTERY FOR UPS SYSTEM 12V, 9AH, L-5.9" x W-2.5" x H-3.7" LBS-6	150	Duracell DURA12-9F2	4-5 days	\$ 48.99	75%	\$ 12.25
5	42030	ES12AH-12V	BATTERY FOR UPS SYSTEM 12V, L-5.9" x W- 3.8" x H-3.6" LBS-9	10	Duracell DURA12-12F2	4-5 days	\$ 53.99	57%	\$ 23.22
6	42031	ES18AH-12V	BATTERY FOR UPS SYSTEM 12V, 18AH, L-7.1" x W-2.9" x H-6.5" LBS-13	75	Duracell DURA12-18NB	4-5 days	\$ 72.99	56%	\$ 32.12
7	42032	ES20AH-12V	BATTERY FOR UPS SYSTEM 12V, 20AH, L-7.1"xW-2.9" x H-6.5" LBS-13.5		Duracell DURDC12-20NB	4-5 days	\$ 99.99	62%	\$ 38.00
8	42033	HX205-12FR	BATTERY FOR UPS SYSTEM 12V, 210WPC, L-8.9" x W-5.5" x H-8.1" LBS-40	36	Duracell DURHR12-225	4-5 days	\$ 194.99	46%	\$ 105.29
9	42034	HX300-12FR	BATTERY FOR UPS SYSTEM 12V, 300WPC, L-7.7" x W-5.1" x H-6.2" LBS-59	28	Duracell DURHR12-325	4-5 days	\$ 249.99	34%	\$ 164.99
10	42035	HX330-12FR	BATTERY FOR UPS SYSTEM 12V, 350WPC, L-11.8" x W-6.8 x H-8.4" LBS-68	300	Duracell DURHR12-370	4-5 days	\$ 324.99	55%	\$ 146.25

Continued

11	42036	HX400-12FR	BATTERY FOR UPS SYSTEM 12V, 400WPC, L-13.3" x W-6.8" x H-8.3" LBS-76		Duracell DURHR12-430	4-5 days	\$ 354.99	48%	\$ 184.59
12	42037	HX505-12FR	BATTERY FOR UPS SYSTEM 12V, 490WPC, L-13.3" x W-6.8" x H-10.7" LBS-83		Duracell DURHR12-540	4-5 days	\$ 479.99	44%	\$ 268.79
13	42038	HX540-12FR	BATTERY FOR UPS SYSTEM 12V, 500WPC, L-13.3" x W-6.8" x 10.7" LBS-103		Duracell DURHR12-540	4-5 days	\$ 479.99	44%	\$ 268.79
14	42039	ES26-12V	BATTERY FOR UPS SYSTEM 12V, 26AH, L-6.5" x W-6.8" x H-4.9" LBS- 20		Duracell DURA12-26NB	4-5 days	\$ 109.99	47%	\$ 58.29
15	42040	ES33AH-12V	BATTERY FOR UPS SYSTEM 12VOLT, 33AH, L-7.7" x W-5.1" x H-6.2" LBS-24		Duracell DURA12-35C	4-5 days	\$ 99.99	37%	\$ 62.99
16	42041	ES40AH-12V	BATTERY FOR UPS SYSTEM 12V, 40AH, L-7.7" x W-6.5" x H-6.7" LBS-32		Duracell DURA12-44C/FR	4-5 days	\$ 169.99	54%	\$ 78.20
17	42042	ES50AH-12V	BATTERY FOR UPS SYSTEM 12V, 50AH, L-7.7" x W-6.5" x H-6.7" LBS- 32		Duracell DURA12-55C/FR	4-5 days	\$ 181.99	42%	\$ 105.55
18	42043	HX100-12FR	BATTERY FOR UPS SYSTEM 12V, 100WPC, L-6.5" x W-4.9" x H-6.9" LBS-24	50	Duracell DURHR12-100	4-5 days	\$ 134.99	43%	\$ 76.94
19	49362	UPS-12- 150MR	BATTERY FOR UPS SYSTEM 12V, 150WPC, L-7.8" x W-6.5" x 6.7" LBS- 28	8	Duracell DURHR12-150	4-5 days	\$ 154.99	57%	\$ 66.65
20	50476	12V101F-FT	BATTERY FOR UPS SYSTEM 12V, 101WPC, L-20.01" x W-4.33" x H- 9.44" LBS-75		DEKA Battery 12AVR100ET	1-2 weeks	\$ 589.99	27%	\$ 430.10
21	50482	12V155FT	BATTERY FOR UPS SYSTEM 12V, 155WPC, L-22.01" x W-4.86" x H- 11.14" LBS-115		Eternity Battery QSR155FT	1-2 weeks	\$ 534.00	23%	\$ 411.18

<b>Bid Total</b>								\$	3,053.79
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Quoted pricing should reflect all variables outlined in B.1 SCOPE OF WORK/ REQUIREMENTS as well as any discounts offered including recycle credits or refunds for used batteries.

VENDOR NAME:

VENDOR CONTACT:

**Department of General Services  
PURCHASING DIVISION**  
[www.denvergov.org/purchasing](http://www.denvergov.org/purchasing)  
Phone: 720.913.8100



**City and County of Denver**  
Purchasing Division  
201 W. Colfax Ave.  
Department 304, 11<sup>th</sup> Floor  
Denver, CO 80202

Procurement Analyst Name: Leann Rush  
Procurement Analyst Email: [leann.rush@flydenver.com](mailto:leann.rush@flydenver.com)

**Invitation for Bid**  
For Master Purchase Order Agreement

IFB No. 10908A2025

**UPS BATTERIES FOR DENVER INTERNATIONAL AIRPORT**

SCHEDULE OF EVENTS

• IFB Issued	January 15, 2025		
• Deadline to Submit Additional Questions	January 21, 2025	5:00 P.M.	Local Time
• Response to Written Questions	January 23, 2025		
• Bid Due Date	January 30, 2025	5:00 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: Batteries Plus, LLC, d/b/a Batteries Plus

By: Rob Heil  
(Printed or Typed Name)

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

Email: [rheil@batteriesplus.com](mailto:rheil@batteriesplus.com)

Phone: 720-323-2532

The City contracts with Rocky Mountain E-purchasing System (BidNet®) in the advertisement and facilitation of solicitations administered by the City's General Services Purchasing Division; therefore, respondents must ONLY rely on documents provided on the Rocky Mountain E-purchasing System (BidNet®) website or as communicated directly from the analyst. Only rely on this web address: <https://www.bidnetdirect.com/colorado>

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