


# Master Purchase Order

<b>DO NOT INVOICE TO THIS ADDRESS</b>		Master Purchase Order No. 5953M0113	
<b>City &amp; County of Denver</b>		Date: July 1, 2013	Revision No.
Purchasing Division		Payment Terms	Net 30
201 West Colfax Avenue, Dept. 304		Freight Terms	DESTINATION
Denver, CO 80202		Ship Via	Truck
United States		Buyer:	Curtis Subia
Phone: 720-913-8100 Fax: 720-913-8101		Email:	Curtis.Subia@denvergov.org

Vendor: 0000000215 Phone: 303-388-9265 Fax: 303-388-0881

**Colorado Paint Company**

4747 Holly St.  
Denver CO 80216

Attn: Fred Mader  
Fred.mader@swarco.com

Ship To: Various City of Denver using Agencies

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

**1. Goods/Services:**

Colorado Paint Company, 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 Date of City Signature to and including February 15, 2014. It is also a specific provision of this Master Purchase Order that the City and the vendor may mutually agree to renew and continue the contract or agreement consummated under this Master Purchase Order for additional periods of one year at the same prices, terms and conditions. However, no more than three (3) yearly extensions shall be made to the original Master Purchase Order.

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

**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 **Three Million Dollars** (\$3,000,000.00). 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 Purchase Order, or any extension thereof, during any warranty period, and for three (3) years after termination of this Purchase Order. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision stating "Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the issuing company shall send written notice to the Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202. Such written notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior." Additionally, Vendor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by certified mail, return receipt requested. If any policy is in excess of a deductible or self-insured retention, City must be notified by Vendor. Vendor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of Vendor. Vendor shall provide a copy of this Purchase Order to its insurance agent or broker. Vendor may not commence services or work relating to the Purchase Order prior to placement of coverage. Contractor certifies that the attached certificate of insurance attached to the Purchase Order documents, preferably an ACORD certificate, complies with all insurance requirements of this Purchase Order. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Purchase Order shall not act as a waiver of Vendor's breach of this Purchase Order or any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements. Vendor's insurer shall name as Additional Insured to its Commercial General Liability and Business Auto Liability policies the City and County of Denver, its elected and appointed officials, employees and volunteers. Vendor's insurer shall waive subrogation rights against the City. All sub-contractors and sub-consultants (including independent contractors, suppliers or other entities providing goods/services required by this Purchase Order) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Vendor. Vendor shall include all such entities as insureds under its policies or shall ensure that they all maintain the required coverages. Vendor shall provide proof of insurance for all such entities upon request by City. For Worker's Compensation Insurance, Vendor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 for each bodily injury occurrence claim, \$100,000 for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Vendor expressly represents to City, as a material representation upon which City is relying, that none of the Vendor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Purchase Order, and that any such rejections previously effected, have been revoked. Vendor shall maintain Commercial General Liability coverage with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate. Vendor shall maintain Business Auto Liability coverage with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-hired vehicles used in performing services under this Purchase Order. For Commercial General Liability coverage, the policy must provide the following: (i) That this Purchase Order is an Insured Contract under the policy; (ii) Defense costs in excess of policy limits; (iii) A severability of interests, separation of insureds or cross liability provision; and (iv) A provision that coverage is non-contributory with other coverage or self-insurance provided by City. For claims-made coverage, the retroactive date must be on or before the first date when any goods or services were provided to City. Vendor must advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

**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/expiraton 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.

This Master Purchase Order is acknowledged and agreed to by:

Vendor Name: Colorado Print Co  
(Company Name)

By: Scott Shannon  
(Authorized Signature)

Print Name: Scott Shannon

Title: Vice President

Date: 8/15/2013

City & County of Denver, Purchasing Division

By: [Signature]

Print Name: CURTIS SUBIA

Title: ASSOCIATE BUYER

Date: 8/15/13

EXHIBIT "A"

Vendor: Colorado Paint Company  
 Title: Traffic Marking Paint  
 Master Purchase Order No.: 5953M0113

**In all future correspondence, billing, invoicing or other communications, the Master Purchase Order Number (5953M0112) must be referenced, unless a specific Purchase Order has been issued by Purchasing, in which case that unique number shall be referenced on associated documents. All orders shall be placed via Purchase Order.**

**Pricing**

*All pricing herein shall be F.O.B. Destination.*

**Waterborne Traffic and Airfield Marking Paint**

*(in accordance with Fed. Spec. TT-P-1952E, Type II)*

Items	Unit of Measure	Delivered Price Per Gallon
1.) White rapid setting traffic marking paint	5 gallon containers	\$8.99
	250 gallon poly with cage bulk containers	\$8.96
2.) Yellow rapid setting traffic marking paint	5 gallon containers	\$8.99
	250 gallon poly with cage bulk containers	\$8.96
3.) Black rapid setting traffic marking paint	5 gallon containers	\$8.99
	250 gallon poly with cage bulk containers	\$8.96
4.) Blue rapid setting traffic marking paint	5 gallon containers	\$8.99
	250 gallon poly with cage bulk containers	\$8.96
5.) Purple rapid setting traffic marking paint	5 gallon containers	\$16.66
	250 gallon poly with cage bulk containers	\$16.63
6.) Orange rapid setting traffic marking paint	5 gallon containers	\$16.66
	55 gallon drums	\$16.63
7.) Green rapid setting traffic marking paint	5 gallon containers	\$9.50
	250 gallon poly with cage bulk containers	\$9.47
7.) Red rapid setting traffic marking paint	5 gallon containers	\$10.99
	250 gallon poly with cage bulk containers	\$10.96
7.) Pink rapid setting traffic marking paint	5 gallon containers	\$10.99
	250 gallon poly with cage bulk containers	\$10.96

*-- All deliveries shall be made within 7 days of receipt of order --*

**Plural-Components Marking Binders**

*(in accordance with FAA Requirements in Airport Markings)*

<b>Items</b>	<b>Unit of Measure</b>	<b>Delivered Price Per Gallon</b>
1.) Yellow, Epoxy System 2:1 Part A (Product Code 1180 – Meets State of Colorado Specs)	5 gallon containers	\$20.25
	250 gallon poly with cage bulk containers	\$20.00
2.) White, Epoxy System 2:1 Part A (Product Code 1186 – Meets State of Colorado Specs)	5 gallon containers	\$20.25
	250 gallon poly with cage bulk containers	\$20.00
3.) Catalyst 2:1 Part B (Product Code 1185 – Meets State of Colorado Specs)	5 gallon containers	\$20.25
	250 gallon poly with cage bulk containers	\$20.00

**Fast dry, High-Build Waterborne Traffic Marking Paint**

*(in accordance with Fed. Spec. TT-P-1952E, Type III)*

<b>Items</b>	<b>Unit of Measure</b>	<b>Delivered Price Per Gallon</b>
1.) Yellow, Formulation I 100%	5 gallon containers	\$10.25
	250 gallon poly with cage bulk containers	\$10.00
2.) White, Formulation 1 100%	5 gallon containers	\$10.25
	250 gallon poly with cage bulk containers	\$10.00
2.) Red, Formulation 1 100%	5 gallon containers	\$13.25
	250 gallon poly with cage bulk containers	\$13.00

*-- All deliveries shall be made within 7 days of receipt of order --*

**PAINT SPECIFICATIONS:**

**A. Composition**

**A.1 Materials**

The non-volatile portion of the vehicle for all types shall be composed of a 100% acrylic polymer as determined by infrared spectral analysis.

*For Fast-Dry, High-Build Waterborne Paint:*

The acrylic resin used for Type III shall be a 100% cross-linking acrylic as evidenced by infrared peaks at wavelengths 1568, 1624, and 1672 cm-1 with intensities equal to those produced by an acrylic resin known to be 100% cross-linking.

## **A.2 Prohibited Material**

The manufacturer shall certify that the product does not contain mercury, lead, hexavalent chromium, toluene, chlorinated solvents, hydrolysable chlorine derivatives, ethylene-based glycol ethers and their acetates, nor any carcinogen, as defined in 29 CFR 1910.1200. When tested as specified in Section 4.3.1 of Federal Specification TTP-1952E, the lead content shall not exceed 0.06 percent by weight of the dry film and the test for chromium content shall be negative.

## **B. Qualitative Requirements**

### **B.1 Condition in the Container**

When tested, as specified in Section 4.3.2 of Federal Specification TTP-1952E, the paint, as received, shall show no evidence of biological growth, corrosion of the container, livering, or hard settling. The paint shall be dispersible by hand stirring for 5 minutes to a smooth and homogenous consistency, exempt of gel structures, persistent foam or air bubbles.

### **B.2 Appearance**

When tested as specified in Section 4.3.3 of Federal Specification TTP-1952E, the paint shall produce a film which is smooth, uniform, and free from grit, undispersed particles, craters, and pinholes.

### **B.3 Accelerated Package Stability**

After storage as specified in Section 4.3.4 of Federal Specification TTP-1952E, the sample shall conform to the requirements of B.1.b.1 and B.1.b.2. The sample shall show no change in consistency greater than 5 KU (Krebs Unit) from the value in Table 1.

### **B.4 Flexibility**

When tested as specified in Section 4.3.6 of Federal Specification TTP-1952E, the paint film shall not crack, chip or flake after the test panel is bent 180 degrees over a 13 mm (1/2 in) mandrel.

### **B.5 Water Resistance**

When tested as specified in Section 4.3.5 of Federal Specification TTP-1952E, the paint film shall not soften, blister, wrinkle, lose adhesion, change color, or show other evidence of deterioration.

### **B.6 Freeze-Thaw Stability**

When tested as specified in Section 4.3.8 of Federal Specification TTP-1952E, the paint shall show no coagulation or flocculation, change in consistency greater than 10 KU from the value in Table 1 (Section B.1.c), or a decrease in scrub resistance by more than 10 percent of the requirement in B.1.b.12.

### **B.7 Color Requirements**

- A. Color match. For all colors except white and yellow, when tested as specified in Section 4.3.9.3 of Federal Specification TTP-1952E, the paint shall match the specified Federal Standard 595 color number within a  $\Delta E$  or 6.0 CIELAB units.
- B. Daylight directional reflectance. When tested as specified in Section 4.3.9.2 of Federal Specification TTP-1952E, the white paint shall have the daylight directional reflectance specified in Table 1 (Section B.1.c).
- C. Yellow color match. The yellow traffic paint shall be an appropriate color match to Federal Standard 595 color number 33538 when tested in accordance with Section 4.3.9.4 of Federal Specification TTP-1952E.

### **B.8 Heat-Shear Stability**

When tested as specified in Section 4.3.13 of Federal Specification TTP-1952E, the sample shall not show signs of gelling or other instability. The consistency shall be in compliance with Table 1 (Section B.1.c).

### **B.9 Skinning**

The paint shall not skin when tested as specified in Section 4.3.14 of Federal Specification TTP-1952E.

**B.10 Abrasion Resistance**

When tested as specified in Section 4.3.7 of Federal Specification TTP-1952E, both baked and weathered paint films shall require not less than 150 liters of sand to abrade the paint film through to the substrate.

**B.11 Accelerated Weathering**

When tested as specified in Section 4.3.10 of Federal Specification TTP-1952E, the colored samples after weathering shall be in conformance with B.1.b.7. The directional reflectance of white paint shall meet the requirement in Table 1 (Section B.1.c). After performing the scrub resistance test in accordance with Section 4.3.12 of Federal Specification TTP-1952E, the paint shall be in conformance with B.1.b.12.

**B.12 Scrub Resistance**

When tested as specified in Section 4.3.12 of Federal Specification TTP-1952E, it shall not take less than 500 cycles to remove the paint film.

**B.13 Titanium Dioxide Content**

When tested in accordance with Section 4.3.16 of Federal Specification TTP-1952E, the yellow, green, and blue colored paint shall contain a maximum of 23.7 g/L (0.2 lb/gal) rutile titanium dioxide. The white paint shall contain a minimum of 120 g/L (1 lb/gal) rutile titanium dioxide.

**C. Quantitative Requirements.**

The paint shall meet the quantitative requirements specified in Table 1.

**Table I. Quantitative Requirements.**

<b>Characteristics</b>	<b>Min</b>	<b>Max</b>
Consistency	80	90
Volatile Organic Content (VOC), grams/liter	---	150
Solids by volume (Yellow or White)	60	---
Pigment, percent by weight	60	62
Dry Opacity (White and Colors)	0.92	---
Directional Reflectance of white paint	85%	---
Drying time for no pick up, min.	---	10
Fineness of dispersion, Hegman	3.0	---
Heat-Shear Stability, consistency, KU	68	105
Bleeding Ratio	0.95	---

**RETURNABLE BULK CONTAINER/TOTES:**

Vendor shall furnish, *at no cost to City*, returnable poly (with cage) containers. The containers shall be new or reconditioned, poly with cage containers, and should conform to federal DOT specifications and all other appropriate rules and regulations.

**MATERIAL SAFETY DATA SHEET:**

Vendor shall supply OSHA form 20, Material Safety Data Sheet, for the paint to be supplied to the City and County of Denver, in accordance with FED-STD-313. Any updates of these data sheets shall be immediately forwarded to the ordering Agency.



**SHELF LIFE LABELING:**

Vendor shall affix a label to each individual carton and/or container to indicate the "Mixture/Batch Date" and the "Use Before" date by month/year to be determined from the manufactured date based upon product shelf life at room temperature.

**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.

**COOPERATIVE PURCHASING:**

The City and County of Denver encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions, pursuant to Denver Revised Municipal Code Sec. 20-64.5. To the extent other governmental jurisdictions are legally able to participate in cooperative purchasing endeavors, the City and County of Denver supports such cooperative activities. Further, it is a specific requirement of this proposal or Request for Proposal that pricing offered herein to the City and County of Denver may be offered by the vendor to any other governmental jurisdiction purchasing the same products.

The vendor(s) must deal directly with any governmental agency concerning the placement of purchase orders, freight charges for destinations outside of the Denver Metro area, contractual disputes, invoicing, and payment. The City and County of Denver shall not be liable for any costs, damages incurred by any other entity.

**LABORATORY TESTING:**

In the event materials shipped to the City as outlined herein indicate substandard specifications in a qualitative or quantitative manner, the City reserves the right to have a laboratory test made. If material is found to be deficient, the vendor shall be required to pay all costs of testing. If found to meet specifications, the City shall pay all costs.

**SPILLAGE:**

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

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