


# Master Purchase Order

<b>DO NOT INVOICE TO THIS ADDRESS</b>	  <b>DENVER</b> <small>THE MILE HIGH CITY</small>	Master Purchase Order No.	5960S0118/SC-0003389		
<b>City &amp; County of Denver</b>		Date:	10/1/2018	Revision No.	
Purchasing Division		Payment Terms	Net 30	Ordinance <small>(as applicable):</small>	
201 West Colfax Avenue, Dept. 304		Freight Terms	DESTINATION		
Denver, CO 80202		Ship Via	Best		
United States		Buyer:	Kenton Janzen		
Phone: 720-913-8100 Fax: 720-913-8101		Phone / Email:	303-342-2183 /Kenton.janzen@denvergov.org		

Vendor: 0000016855      Phone: 303-218-0371      Fax: 303-937-1228      Email: Timothy.woods@mscdirect.com

MSC Industrial Supply, Inc.  
 6100 Stapleton Drive South  
 Unit A  
 Denver, CO 80216

Ship To: Denver International Airport  
 Various Locations

Bill To: Accounts Payable  
 201 West Colfax Department 908  
 Denver, Colorado  
 80202

Attn: Tim Woods

**1. Goods/Services:**

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

**2. Ordering:**

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

**3. Pricing:**

The pricing/rates for the goods/services is contained on **Exhibit A** and may be adjusted quarterly for the term of this Master Purchase Order.

**4. Term:**

The term of this Master Purchase Order shall run from 10/01/2018 to and including 09/30/2020.

**5. Extension or Renewal:**

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 one (1) yearly extension shall be made to the original Master Purchase Order. This renewal is contingent on renewal of State of Colorado price agreement 2019-2004(Contract 111427)/NASPO Value Point (Master Agreement 8499).

**6. Non-Exclusive:**

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

**7. 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.

**8. 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.

**9. 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.

**10. 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.

**11. 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 Five Million Dollars (\$5,000,000.00). 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.

**12. 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.

**13. 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.

**14. 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 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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

**19. 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.

**20. 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.

**21. 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 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 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 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.

**22. 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.

**23. Survival:**

All terms and conditions of this Master Purchase Order which by their nature must survive termination/expiracion 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.

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

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

**25. 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.

**26. 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.

**27. 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.

**28. 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.

**29. 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.

**30. 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.

**31. No Employment of Illegal Aliens to Perform Work Under The Agreement:**

a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").

b. The Contractor certifies that:

- (1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
- (2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

c. The Contractor also agrees and represents that:

- (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.
- (4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Contractor to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
- (5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop

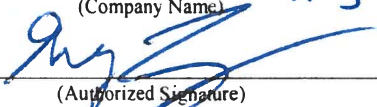
employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

- (6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S, or the City Auditor, under authority of D.R.M.C. 20-90.3.

d. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

This Master Purchase Order is acknowledged and agreed to by:

Vendor Name: MSC Industrial Supply  
(Company Name)

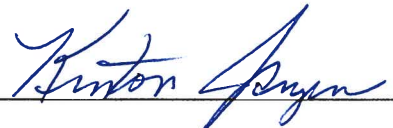
By:   
(Authorized Signature)

Print Name: Greg Levy

Title: VP of Sales

Date: 10/10/18

City & County of Denver, Purchasing Division

By: 

Print Name: Kenton Janzen

Title: Senior Buyer

Date: 10/10/18



EXHIBIT "A"

Vendor: MSC Industrial Supply, Inc.  
Title: HVAC Filters and Supplies for Denver International Airport  
Master Purchase Order No.: 5960S0118/SC-00003389

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**It is recommended that you use your Master Purchase Order No. – 5960S0118/SC-00003389, in all future correspondence or other communications. A specific purchase order number will be issued for each transaction. The specific purchase order number must be references on all invoices.**

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

**A.1 QUANTITIES:**

The City and County of Denver's does not obligate the Buyer to order or accept more than City and County of Denver's actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that this contract is to supply the City with its complete actual requirement of the materials specified in this proposal for the contract period.

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

**F.O.B. Denver, Colorado, delivered to Airport Maintenance Center, 27500 East 80th Ave., Denver CO 80249 or to other areas as specified by the City.**

**A.3 DELIVERY CONSIDERATIONS:**

**Deliveries are to be made as soon as possible after orders are placed and are anticipated within a 14 calendar day period. Vendors proposing products not carried in stock (or have available for delivery within 14 calendar days) or as a policy for 14 calendar day delivery should not submit proposal on such items.** Specialized or custom filters may require a longer lead time for delivery.

Vendor will be required to have available for delivery (either local stock or available from the manufacturer immediately), a minimum of 25% of the yearly estimated usage. This delivery shall occur no more than 14 calendar days after receipt of order.

Vendor shall offer a local location to stock commonly used product for pick-up as needed by the City.

All deliveries shall be made between the hours of 7:00 A.M. and 10:00 A.M., Wednesdays, excluding holidays or as directed by ordering personnel. Vendor must contact agency seventy two (72) hours prior to delivery. Agency contact is DIA receiving @ 303-342-2145.

**All deliveries (of sufficient size) must be palletized and shrink-wrapped. If the order is part of a work order, the vendor must palletize according to the work order requirements and clearly label the pallet with the work order number.**

The City anticipates that deliveries may be required to be made in the secure areas, these deliveries will be subject to increased security requirements.

**A.4 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.

#### **A.5 LAWS, REGULATIONS, TAXES AND PERMITS**

The Vendor shall procure all permits and licenses, pay all charges, taxes and fees and give all notices necessary and incidental to the due and lawful prosecution of the work. All costs thereof shall be deemed to be included in the prices proposed for the work.

The Vendor, at all times, shall observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules and regulations in any manner affecting the conduct of the work.

Without limiting the foregoing, the Vendor shall establish appropriate procedures and controls so that services under this Contract will not be performed by using any alien who is not legally eligible for such employment under United States Immigration laws. Failure to comply with this condition satisfactorily may cause the City to terminate this Contract.

#### **A.6 EMERGENCY PURCHASES:**

The City and County of Denver reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the vendor.

#### **A.7 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.

**A.8 PALLET CHARGE:**

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

**A.9 SAMPLES:**

The City reserves the right to request sufficient free samples for testing from any vendor to determine quality. This is primarily for new product that may be developed during the term of the resulting contract.

**A.10 REPORTING:**

The City and County of Denver requires the vendor to submit usage reports on a quarterly basis to the buyer of record and any additional personnel that are identified. The structure of these reports must at minimum show the quantity of each type of filter and equipment purchased under this contract. The report must also show the pricing and overall delivery charges.

**A.11 TECHNICAL ASSISTANCE:**

MSC (and subcontractors) shall provide technical assistance with the development of Denver International Airport's HVAC replacement programs at no charge.



**A.12 PRICING:**

<b>Commodity</b>	<b>Discount/Comments</b>
Free Overnight Freight up to 50 lbs non hazardous, free ground freight from all main warehouses via common carrier.	To Materials Management Warehouse
HVAC air filters, belts, and non Emerson motors in current catalog MSC 2018-2019.	-12%
Top 100 items from NASPO	Fixed pricing per the NASPO contract
Emerson Motors	-28%
Maxess Heaters and Fans	-25%
Locally stocked and delivered items delivery charge to gate is not free and will be quoted per load value due to truck cost and insurance.	Free pickup of air filters and belts when available at Air Filter Solutions 2500 West 8th Avenue, Suite B Denver, CO 80204-3752

**EXHIBIT “B”  
AIR FILTER SPECIFICATIONS**

Vendor: MSC Industrial Supply, Inc.

Title: HVAC Filters and Supplies for Denver International Airport

**Master Purchase Order No.:** 5960S0118

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**The City reserves the right to request ASHRAE reports for this contract. The ASHRAE test reports called for in the filter group specification must be for a 24 x 24 size filter representative of that group. All ASHRAE test reports must indicate that the filter was purchased on the open market by the independent testing agency. All filter testing shall be per ASHRAE Standard 52.2.2007 and filter reports submitted shall indicate testing was performed after November, 2007. Venders must submit, along with the ASHRAE test reports, a letter from the filter manufacturer stating that the filters being bid have not been changed since the ASHRAE test reports were issued. Failure to submit this letter may cause the bid to be deemed non-responsive.**

**These specifications represent the minimum required filter. The types and quantities listed below are currently in use at DIA. As the HVAC program matures it is expected that filters will be updated, replaced, or removed from this list. Vendor is to supply filters as needed by DIA.**

**A.12.a GROUP A – RING PANEL FILTERS**

**Description:** Filters shall be a medium efficiency 3 (three) ply progressively structured synthetic organic fiber ring panel. Nominal sizes shall be created to provide an airtight seal when installed in holding frames.

**Construction:** Filters shall consist of multi-graduated laminates of variable denier, permanently bonded, pre-crimped fibers in laminates, each graduated smaller in diameter. First ply shall consist of 40 denier open weave fibers and shall be laminated to the second ply consisting of spiral crimped 15 denier coated with paraffin based tackifier on the downstream side. The third stage shall consist of a dense layer of fine fibers, air-laid to resist stretching in both directions and designed to prevent unloading of agglomerated particles. The support frame shall consist of a steel wire sealed between second and third ply, providing 100% utilization of the filter face while providing an integral gasketed salvage edge.

**Performance and Ratings:** The filter shall be tested in accordance with ASHRAE Standard 52.2-2007 and shall indicate the following:

- Initial Pressure Drop – not greater than 0.48 inches of water at 492 fpm face velocity
- Final Pressure Drop- minimum of 1.0 inch of water
- Minimum Efficiency Reporting Value- MERV 8
- Weight Gain- minimum of 165 grams at 1.0 inch of water

**Additional Requirements:** Bidder shall submit a complete ASHRAE Standard 52.2-2007 independent open market test report verifying the performance ratings called for on a 24 X 24 X 1 inch ring panel filter, to be included with bid proposal.

Filters shall be rated UL 900 Class II by Underwriters Laboratories. Upon request sample filter will be furnished.

**Filters must be of the same manufacturer, product name and model as indicated by the ASHRAE test reports submitted.**

Grp	Proposal Number	Description	Anticipated Yearly Order Quantity
A	1	FILTER, AIR, RING, PANEL, 3 PLY, 24" X24"	150
A	2	FILTER, AIR, RING, PANEL, 3 PLY, 20" X24"	12
A	3	FILTER, AIR, RING, PANEL, 3 PLY, 12" X24"	12

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**A.12.b GROUP B – STANDARD CAPACITY ONE, TWO, & FOUR INCH PLEATED PANEL FILTERS**

**Description:** Filters shall be a disposable panel type design, consisting of a full synthetic or synthetic reinforced non-woven cotton media supported in an enclosed frame. Media without a wire support grid is acceptable. Face dimensions as required at a nominal thickness.

**Construction:** The media pack shall be enclosed and bonded to a high wet strength, beverage board, die cut frame with diagonal or horizontal support members bonded to the media pack to insure pleat stability.

**Performance and Ratings:** The filter shall be tested in accordance with ASHRAE Standard 52.2-2007 and shall indicate the following:

- Initial Pressure Drop – not greater than 0.33 inches of water at 492 fpm face velocity
- Final Pressure Drop- minimum of 1.0 inch of water
- Minimum Efficiency Reporting Value- MERV 7 Weight Gain- minimum of 90 grams at 1.0 inch of water

**Additional Requirements:** Bidder shall submit a complete ASHRAE Standard 52.2-2007 independent open market test report verifying the performance ratings called for on a 24 X 24 X 2 inch filter, to be included with bid proposal. The test reports will be representative of the line of filters for all of GROUP B. Fractional sizes are exact. All sizes in GROUP B shall be available in one product line only.

Filters shall be rated UL 900 Class II by Underwriters Laboratories. Upon request sample filter will be furnished.

**Filters in one group must be of the same manufacturer, product name and model as indicated by the ASHRAE test reports submitted.**

GROUP	ITEM	DESCRIPTION	EST YEARLY QTY
B	4	FILTER, AIR, STANDARD CAPACITY, PLEATED PANEL, 8" X25" X1"	12
B	5	FILTER, AIR, STANDARD CAPACITY, PLEATED PANEL, 16" X25" X1"	24
B	6	FILTER, AIR, STANDARD CAPACITY, PLEATED PANEL, 20" X25" X1"	12
B	7	FILTER, AIR, STANDARD CAPACITY, PLEATED PANEL, 20" X30" X1"	12
B	8	FILTER, AIR, STANDARD, PLEATED PANEL, 8" X24" X1"	12
B	9	FILTER, AIR, STANDARD CAPACITY, PLEATED PANEL, 20" X24" X1"	12
B	10	FILTER, AIR, STANDARD CAPACITY, PLEATED PANEL, 9" X27" X1"	12
B	11	FILTER, AIR, STANDARD CAPACITY, PLEATED PANEL, 12" x20" x1"	12

GROUP	ITEM	DESCRIPTION	EST YEARLY QTY
B	12	FILTER, AIR, STANDARD CAPACITY, PLEATED PANEL, 17" X30" X1"	12
B	13	FILTER, AIR, STANDARD CAPACITY, PLEATED PANEL, 15" X25" X1"	12
B	14	FILTER, AIR, STANDARD CAPACITY, PLEATED PANEL, 15" x20" x1"	12
B	15	FILTER, AIR, STANDARD CAPACITY, PLEATED PANEL, 20" X20" X1"	12
B	16	FILTER, AIR, STANDARD CAPACITY, PLEATED PANEL, 16" X30" X1"	24
B	17	FILTER, AIR, STANDARD CAPACITY, PLEATED PANEL, 25" X29" X1"	12
B	18	FILTER, AIR, STANDARD CAPACITY, PLEATED PANEL, 10" X60" X1"	48
B	19	FILTER, AIR, STANDARD CAPACITY, PLEATED PANEL, 8" X33 3/4" X1"	12
B	20	FILTER, AIR, STANDARD CAPACITY, PLEATED PANEL, 20" X22" X1"	12
B	21	FILTER, AIR, STANDARD CAPACITY, PLEATED PANEL, 11" X44" X1"	12
B	22	FILTER, AIR, STANDARD CAPACITY, PLEATED PANEL, 12"X33" X1"	12
B	23	FILTER, AIR, STANDARD CAPACITY, PLEATED PANEL, 12" x25" x1"	12
B	24	FILTER, AIR, STANDARD CAPACITY, PLEATED PANEL, 16" X32" X2"	12
B	25	FILTER, AIR, STANDARD CAPACITY, PLEATED PANEL, 18" X35 1/2" X2"	12
B	26	FILTER, AIR, STANDARD CAPACITY, PLEATED PANEL, 17" X30" X2"	12
B	27	FILTER, AIR, STANDARD CAPACITY, PLEATED PANEL, 16" X30" X2"	12
B	28	FILTER, AIR, STANDARD CAPACITY, PLEATED PANEL, 20" X30" X2"	12
B	29	FILTER, AIR, STANDARD CAPACITY, PLEATED PANEL, 20" X36" X2"	12
B	30	FILTER, AIR, STANDARD CAPACITY, PLEATED PANEL, 16" X24" X2"	12
B	31	FILTER, AIR, STANDARD CAPACITY, PLEATED PANEL, 18" X32" X2"	12
B	32	FILTER, AIR, STANDARD CAPACITY, PLEATED PANEL, 18" X48" X2"	12
B	33	FILTER, AIR, STANDARD CAPACITY, PLEATED PANEL, 16" X24" X4"	12

GROUP	ITEM	DESCRIPTION	EST YEARLY QTY
B	34	FILTER, AIR, STANDARD CAPACITY, PLEATED PANEL, 9" X20" X1"	12
B	35	FILTER, AIR, STANDARD CAPACITY, PLEATED PANEL, 18 1/2" X32" X2"	12
B	36	FILTER, AIR, STANDARD CAPACITY, PLEATED PANEL, 18 1/2" X48" X2"	12
B	37	FILTER, AIR, STANDARD CAPACITY, PLEATED PANEL, 36" X36" X1",	12
B	38	FILTER, AIR, STANDARD CAPACITY, PLEATED PANEL, 36" X36" X4"	12

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## GROUP C – HIGH CAPACITY TWO and FOUR INCH PLEATED PANEL FILTERS

**Description:** Filters shall be a disposable panel type design, consisting of a full synthetic or synthetic reinforced non-woven cotton media supported in an enclosed frame. Media without a wire support grid is acceptable. Face dimensions as required at a nominal thickness.

**Construction:** The media pack shall be enclosed and bonded to a high wet strength, beverage board, die cut frame with diagonal or horizontal support members bonded to the media pack to insure pleat stability.

**Performance and Ratings:** The filter shall be tested in accordance with ASHRAE Standard 52.2-2007 and shall indicate the following:

- Initial Pressure Drop – not greater than 0.33 inches of water at 492 fpm face velocity
- Final Pressure Drop- minimum of 1.0 inch of water
- Minimum Efficiency Reporting Value- MERV 7
- Weight Gain- minimum of 108 grams at 1.0 inch of water

**Additional Requirements:** Bidder shall submit a complete ASHRAE Standard 52.2-2007 independent open market test report verifying the performance ratings called for on a 24 X 24 X 2 inch filter, to be included with bid proposal. The reports will be representative of the line of filters for all of GROUP C. All sizes in GROUP C shall be available in one product line only.

Filters shall be rated UL 900 Class II by Underwriters Laboratories. Upon request sample filter will be furnished.

**Filters in one group must be of the same manufacturer, product name and model as indicated by the ASHRAE test reports submitted.**

GROUP	ITEM	DESCRIPTION	EST YEARLY QTY
C	42	FILTER, AIR, HIGH CAPACITY, PLEATED PANEL, 20" X25" X2"	1008
C	43	FILTER, AIR, HIGH CAPACITY, PLEATED PANEL, 16" X20" X2"	264
C	44	FILTER, AIR, HIGH CAPACITY, PLEATED PANEL, 16" X25" X2"	60
C	45	FILTER, AIR, HIGH CAPACITY, PLEATED PANEL, 20" X20" X2"	300
C	46	FILTER, AIR, HIGH CAPACITY, PLEATED PANEL, 18" X24" X2"	24
C	47	FILTER, AIR, HIGH CAPACITY, PLEATED PANEL, 20" X20" X4"	12
C	48	FILTER, AIR, HIGH CAPACITY, PLEATED PANEL, 16" X25" X4"	12
C	49	FILTER, AIR, HIGH CAPACITY, PLEATED PANEL, 20" X25" X4"	12
C	50	FILTER, AIR, HIGH CAPACITY, PLEATED PANEL, 20" X24" X4"	132

GROUP	ITEM	DESCRIPTION	EST YEARLY QTY
C	51	FILTER, AIR, HIGH CAPACITY, PLEATED PANEL, 24" X24" X4"	504
C	52	FILTER, AIR, HIGH CAPACITY, PLEATED PANEL, 12" X24" X4"	12
C	53	FILTER, AIR, HIGH CAPACITY, PLEATED PANEL, 25" X29" X4"	36

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## GROUP D V-BANK MINI PLEAT FINAL FILTERS

**Description:** Filters shall be a high efficiency, extended surface configuration, rigid construction cell, with face dimensions as required with a nominal depth between (11) and (12) inches. Filter element shall be mini pleat design. Filters shall have dual header option available. Headers shall be one inch nominal to facilitate installation.

**Construction:** They shall be constructed of a non-shedding microglass fiber paper or 100% synthetic fiber media pleated and sealed into an all metal, plastic or metal and plastic frame. Cardboard, chipboard or beverage board is not acceptable. Pleats shall be sealed to frames on all sides with a fluid adhesive to prevent leakage and promote media stability.

**Performance and Ratings:** The filter shall be tested in accordance with ASHRAE Standard 52.2-2007 and shall indicate the following:

- Initial Pressure Drop – not greater than 0.50 inches of water at 492 fpm face velocity
- Final Pressure Drop- minimum of 1.50 inches of water
- Minimum Efficiency Reporting Value- MERV 15
- Weight Gain- minimum of 195 grams at 1.5 inches of water

**Additional Requirements:** Bidder shall submit a complete ASHRAE Standard 52.2-2007 independent open market test report verifying the performance ratings called for on a 24 X 24 X 12 inch filter, to be included with bid proposal.

Filters shall be rated UL 900 Class II by Underwriters Laboratories. Upon request sample filter will be furnished.

GROUP	ITEM	DESCRIPTION	EST YEARLY QTY
D	54	FILTER, AIR, V-BANK MINI PLEAT , 12" X24" X6"	12
D	55	FILTER, AIR, V-BANK MINI PLEAT , 20" X24" X6"	12
D	56	FILTER, AIR, V-BANK MINI PLEAT , 24" X24" X6"	108

**GROUP E. MINI-PLEAT FINAL FILTER MERV 14**

**Description:** Filters shall be a disposable mini-pleat with integral gasket design. Available sizes shall be noted on supporting documentation.

**Construction:** HVAC filter shall have 1 7/8" deep mini-pleat design. HVAC filter shall have filter media that is electrostatically charged with a precise pleat structure and continuous pleat spacing glue beads. Filter media shall be fully bonded to frame of filter. The frame of the HVAC filter shall be moisture and humidity resistant, 100% synthetic and 100% metal free to eliminate risk of corrosion. HVAC filter shall have integral gaskets built within the frame of filter to prevent air bypass.

**Performance and Ratings:** HVAC filter shall have a Minimum Efficiency Reporting Value of MERV 14 when evaluated under the guidelines of ASHRAE Standard 52.2-2007 and a MERV A13 when evaluated under the guidelines of ASHRAE Standard 52.2-2007 Appendix J. The HVAC filter shall have an average initial resistance equal to or lower than 0.39" w.g. at 492 fpm when evaluated under the guidelines of ASHRAE Standard 52.2-2007. The HVAC filter shall have an average dust holding capacity equal to or greater than 195 g (@1.4 inches of water). The HVAC filter shall be classified as UL 900 Class 1 (US). Manufacturer shall warrant that HVAC filter will maintain a pressure drop below 1.4" water gauge when normalized to 492 ft/min air velocity for a period of 3400 operating hours. Manufacturer shall provide evidence of manufacturing operation certification to ISO 9001 – 2008.

**Additional Requirements:** Bidder shall submit a complete ASHRAE Standard 52.2-2007 Appendix J independent open market test report verifying the performance ratings called for on a 24 X 24 X 2 inch filter, to be included with bid proposal. The reports will be representative of the line of filters for all of GROUP E. All sizes in GROUP E shall be available in one product line only.

Filters shall be rated UL 900 Class I by Underwriters Laboratories. Upon request sample filter will be furnished.

**The following information shall be provided as it appears on ASHRAE Test Report submitted.**

GROUP	ITEM	DESCRIPTION	EST YEARLY QTY
E	57	FILTER, AIR, MINI PLEAT, MERV 14, 12" X24" X2"	825
E	58	FILTER, AIR, MINI PLEAT, MERV 14, 20" X24" X2"	60
E	59	FILTER, AIR, MINI PLEAT, MERV 14, 24" X24" X2"	3500
E	60	FILTER, AIR, MINI PLEAT, MERV 14, 20" X25" X2"	504
E	61	FILTER, AIR, MINI PLEAT, MERV 14, 16" X20" X2"	900
E	62	FILTER, AIR, MINI PLEAT, MERV 14, 16" X25" X2"	150
E	63	FILTER, AIR, MINI PLEAT, MERV 14, 20" X20" X2"	650