

1 **BY AUTHORITY**

2 RESOLUTION NO. CR16-0005  
3 SERIES OF 2016

COMMITTEE OF REFERENCE:  
BUSINESS DEVELOPMENT

4 **A RESOLUTION**

5 **Approving a proposed Master Purchase Order between the City and County of**  
6 **Denver and MSC Industrial Supply, Inc. for HVAC filters, motors and belts.**  
7

8 **BE IT RESOLVED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER:**

9 **Section 1.** The proposed Master Purchase Order between the City and County of Denver  
10 and MSC Industrial Supply, Inc. (5960S0115) in the words and figures contained and set forth in  
11 that form of Purchase Order available in the office and on the web page of City Council, and to be  
12 filed in the office of the Clerk and Recorder, Ex-Officio of the City and County of Denver, under City  
13 Clerk's Filing No. 20160020 is hereby approved.

14 COMMITTEE APPROVAL DATE: January 7, 2016

15 MAYOR-COUNCIL DATE: January 12, 2016

16 PASSED BY THE COUNCIL: \_\_\_\_\_, 2016

17 \_\_\_\_\_ - PRESIDENT

18 ATTEST: \_\_\_\_\_ - CLERK AND RECORDER,  
19 EX-OFFICIO CLERK OF THE  
20 CITY AND COUNTY OF DENVER

21 PREPARED BY: John M. Redmond, Esq., Assistant City Attorney <sup>DR</sup> DATE: January 14, 2016

22 Pursuant to section 13-12, D.R.M.C., this proposed resolution has been reviewed by the Office of  
23 the City Attorney. We find no irregularity as to form, and have no legal objection to the proposed  
24 resolution. The proposed resolution is submitted to the City Council for approval pursuant to §  
25 3.2.6 of the Charter.

26 D. Scott Martinez, City Attorney

27 BY: \_\_\_\_\_, Assistant City Attorney DATE: January 14, 2016

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29  
30



# Master Purchase Order

<b>DO NOT INVOICE TO THIS ADDRESS</b>		Master Purchase Order No. 5960S0115	
City & County of Denver		Date: 12/09/2015	Revision No.
Purchasing Division		Payment Terms: Net 30	Ordinance (as applicable):
201 West Colfax Avenue, Dept. 304		Freight Terms: DESTINATION	
Denver, CO 80202		Ship Via: Best	
United States		Buyer: CURTIS SUBIA, CPPB	
Phone: 720-913-8100 Fax: 720-913-8101		Phone / Email: 303-342-2113 / curtis.subia@denvergov.org	

Vendor: 0000016855      Phone: 303-935-2022      Fax: 303-937-1228      Email: samuel.adams@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: Sam Adams

**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 shall be held firm for the term of this Master Purchase Order.

**4. Term:**

The term of this Master Purchase Order shall run from date of City Signature to and including 02/28/2017.

**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 45000YYY13P/WSCA CORE# 2015-0000-0000-0143.

**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 Two Million Dollars (\$2,000,000.00). 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/expiration shall so survive. Without limiting the foregoing, Vendor's insurance, warranty and indemnity obligations shall survive for the relevant warranty or statutes of limitation period plus the time necessary to fully resolve any claims, matters or actions begun within that period. Bonds shall survive as long as any warranty period.

**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:

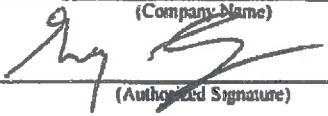
- (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform 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: SID TOOL CO., INC. D/B/A  
MSC INDUSTRIAL SUPPLY CO.  
(Company Name)

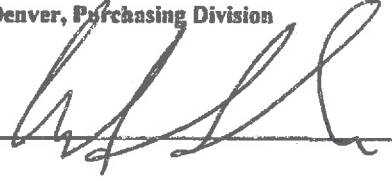
By:   
(Authorized Signature)

Print Name: GREG LEVY

Title: VP of NATIONAL ACCOUNTS &  
GOVERNMENT SALES

Date: 12/24/2015

City & County of Denver, Purchasing Division

By: 

Print Name: Curtis Subia, CPPB

Title: Senior Buyer

Date: 12/28/15

EXHIBIT "A"

Vendor: MSC Industrial Supply, Inc.  
Title: HVAC Filters and Supplies for Denver International Airport  
Master Purchase Order No.: 5960S0115

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**It is recommended that you use your Master Purchase Order No. – 5960S0115, 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 referenced on all invoices.**

All purchases for office products under this MPO are made pursuant to DRMC 20-64.5. Proposal Items and related discounts per State of Colorado price agreement 45000YYY13P/WSCA CORE# 2015-0000-0000-0143.

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

**A.1 QUANTITIES:**

The City and County of Denver 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.**

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 20% of the yearly estimated usage. This delivery shall occur no more than 14 calendar days after receipt of order.

Customer will take delivery of all inventory according to a mutually agreed upon delivery schedule, but in no event later than 90 days after receipt by Air Filter Solutions or MSC Branch. If the inventory is not delivered to Customer within such 90 days, MSC may ship any remaining inventory to Customer on the first day after such 90 days and Customer will accept delivery and pay for the inventory according to the payment terms in this Agreement.

Upon termination by either party, MSC will immediately ship and bill all remaining on-hand inventory to customer, and customer will accept delivery and pay for such inventory according to the payment terms in this agreement. Customer will also purchase all inventory on order specifically for customer upon shipment to MSC from the manufacturer. The City may, at its option, have the remaining inventory bought by and shipped to a third party if allowed and/or required by a following agreement.

The City will not be responsible for errors on the part of the vendor(s) in ordering from the manufacturer or if inventory levels exceed 30% of estimated yearly usage. Estimated yearly usage shall be determined by the City using 6 months of actual orders generated from the first year of this purchase order. Under no circumstances will



the City be responsible for, or pay for inventory in excess of 27.5% of the estimated annual usage. Inventory levels shall be determined in consultation with the City.

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

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.

The City prefers that the vendor or partner be a local factory authorized dealer of the brand(s) quoted in this Master Purchase Order.

#### **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, however may be asked of any of the items listed for evaluation or testing.

**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 UPDATES**

The initial agreed-upon list of net priced items is attached as Exhibit B "AIR FILTER SPECIFICATIONS AND PRICING" will be fixed for the first contract year of the Agreement. After the first year, the net prices may be adjusted based on documented manufacturer price changes every six (6) months. Net prices shall not exceed an increase of more than 4% per year. If a specific item identified in Groups A, B or E (Stocked Items) is not ordered at least four (4) times in the first year of the contract, the item may be removed from the list. However, before an item can be removed, the vendor shall notify the City and confirm that the item is no longer needed. Additional items may be added to this agreement by the mutual agreement of the Vendor and the City. All pricing updates will be added as an Exhibit to this agreement with the new pricing and/or items clearly indicated.

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**EXHIBIT "B"**  
**AIR FILTER SPECIFICATIONS AND PRICING**

Vendor: MSC Industrial Supply, Inc.

Title: HVAC Filters and Supplies for Denver International Airport (DEN)

Master Purchase Order No.: 5960S0115

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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 DEN. 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 DEN.

**GROUP A – HIGH-EFFICENCY BAG FILTERS**

**1.0 General**

1.1 - Air filters shall be high efficiency ASHRAE extended surface pocket style filters consisting of high loft air laid micro fine glass media, a reinforced ABS plastic header, ABS plastic pocket retainers, and bonding agents to prevent air bypass and ensure leak free performance.

1.2 - Sizes shall be as noted on drawings or other supporting materials.

**2.0 Construction**

2.1 - Filter media shall consist of high-density air laid lofted micro fine glass media that is chemically bonded to a synthetic micro mesh media support backing forming a lofted filter blanket.

2.2 - Individual pockets shall contain a minimum of 40 stitching support points per square foot of media area. All stitching centers shall be sealed through the use of a foam based sealant that shall remain pliable throughout the life of the filter. The sides and ends of each pocket shall be sewn with a chain-link over lock stitch.

2.3 - Pockets shall be formed into tapered pleats, supported by controlled media space stitching, to promote uniform airflow across the surface of the media. At any point, the sizes of the upstream and downstream passages shall be proportional to the volume of filtered air. The pockets shall also have a conical configuration to minimize contact with HVAC system components.

2.4 - Support members shall include an ABS plastic header and ABS plastic pocket retainers. The header shall be joined to the media to prevent air bypass. Individual pocket retainers shall be attached to the header frame with anchor ports allowing for visual confirmation. Bypass between pockets shall be eliminated through a snap-to-seal pocket retainer that shall be an integral part of the two-piece header design. The frame shall form a rigid and durable support assembly.

2.5 - The air exiting side of the air tunnels include a pocket flange to ensure pocket integrity throughout the life of the filter. A downstream pocket-to-pocket partition shall provide additional pocket separation to ensure full flow through the entire media area.

2.6 - A filter-to-filter sealing gasket shall be installed on one of the vertical members of the filter header.

**3.0 Performance**

3.1 - The filter shall have a Minimum Efficiency Reporting Value of (MERV 13) when evaluated in accordance with ASHRAE Standard 52.2. It shall have a MERV-A of (13,)\* when tested per appendix J

of that standard.

3.2 - Initial resistance to airflow as listed by the manufacturer on a 22" depth 10-pocket bag shall be (0.40")\* w.g at an airflow of 500 fpm. Additional information shall be as noted on drawings or other supporting materials.

3.2 - The filter shall be classified by Underwriters Laboratories as UL 900.

**\*Supporting Data** - Provide ASHRAE product test report per ASHRAE Standard 52.2, including testing per appendix J.

**All items in this group are priced individually, but are sold in a package of two (2) units.**

GROUP	ITEM	DESCRIPTION	PACKAGING	PRICING
A	A1	24X24X22 10P MERV 13 HI-FLO-ES AIR FILTER QIA	2 PACK	\$123.08/ EACH 31886286
A	A2	24X12X22 5P MERV 13 HI FLO ES FILTER QIA	2 PACK	\$62.45/ EACH 69699973
A	A3	24X20X22 8P MERV 13 HI-FLO ES BAG 2PACK QIA	2 PACK	\$91.35/ EACH 61357042
A	A4	24X24X12 10P MERV 13 HI-FLO ES BAG 2PACK QIA	2 PACK	\$102.02/ EACH 61353215
A	A5	24X20X12 8P MERV 13 HI-FLO ES BAG 2 PACK QIA	2 PACK	\$84.25/ EACH 61353256
A	A6	24X12X12 5P MERV 13 HI FLO ES BAG QIA	2 PACK	\$53.59/ EACH 36419554

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**GROUP B – HIGH-CAPACITY 30/30 ONE, TWO, & FOUR INCH PLEATED PANEL FILTERS**

Medium efficiency pleated filters

**1.0 General**

1.1 - Air filters shall be medium efficiency ASHRAE pleated panels consisting of cotton and synthetic media, welded wire media support grid, and beverage board enclosing frame.

1.2 - Sizes shall be noted on drawings or other supporting materials.

**2.0 Construction**

2.1 - Filter media shall be a cotton and synthetic blend, lofted to a uniform depth of 0.15”, and formed into a uniform radial pleat.

2.2 - A welded wire grid, spot-welded on one-inch centers and treated for corrosion resistance shall be bonded to the downstream side of the media to maintain radial pleats and prevent media oscillation.

2.3 - An enclosing frame of no less than 28-point high wet-strength beverage board shall provide a rigid and durable enclosure. The frame shall be bonded to the media on all sides to prevent air bypass. Integral diagonal support members on the air entering and air exiting side shall be bonded to the apex of each pleat to maintain uniform pleat spacing in varying airflows.

**3.0 Performance**

3.1 - The filter shall have a Minimum Efficiency Reporting Value of MERV 8 when evaluated under the guidelines of ASHRAE Standard 52.2. It shall also have a MERV-A of 8 when tested per Appendix J of the same standard. The media shall maintain or increase in efficiency over the life of the filter.

3.2 - Initial resistance to airflow shall not exceed 0.23”, 0.31” or 0.27” w.g. at an airflow of 350, 500 or 500 fpm on 1”, 2” or 4” deep models respectively.

3.3 – The filter shall have an Energy Cost Index (ECI) value of five stars.

3.4 - The filter shall be listed by Underwriters Laboratories as UL Class 900.

3.5 - Manufacturer shall provide evidence of facility certification to ISO 9001:2008.

3.6 - Manufacturer shall guarantee the integrity of the filter pack to 2.0” w.g.

**Supporting Data** - Provide product test report including all details as prescribed in ASHRAE Standards 52.2, including Appendix J.

GROUP	ITEM	DESCRIPTION	PRICING
B	B1	FILTER, AIR, HIGH CAPACITY, PLEATED PANEL, 20" X30" X1"	\$20.44 69694339
B	B2	FILTER, AIR, HIGH CAPACITY, PLEATED PANEL, 20" X25" X2"	\$13.20 36469419
B	B3	FILTER, AIR, HIGH CAPACITY, PLEATED PANEL, 16" X20" X2"	\$9.69 47036405
B	B4	FILTER, AIR, HIGH CAPACITY, PLEATED PANEL, 16" X25" X2"	\$22.71 36499101

GROUP	ITEM	DESCRIPTION	PRICING
B	B5	FILTER, AIR, HIGH CAPACITY, PLEATED PANEL, 20" X20" X2"	\$10.80 68485705
B	B6	FILTER, AIR, HIGH CAPACITY, PLEATED PANEL, 18" X24" X2"	\$12.16 36498798
B	B7	FILTER, AIR, HIGH CAPACITY, PLEATED PANEL, 24" X24" X2"	\$16.98 61340568
B	B8	FILTER, AIR, HIGH CAPACITY, PLEATED PANEL, 20" X24" X2"	\$14.26 61340642
B	B9	FILTER, AIR, HIGH CAPACITY, PLEATED PANEL, 12" X24" X2"	\$10.39 61340675
B	B10	FILTER, AIR, HIGH CAPACITY, PLEATED PANEL, 20" X20" X4"	\$20.18 36498889
B	B11	FILTER, AIR, HIGH CAPACITY, PLEATED PANEL, 16" X25" X4"	\$11.59 39142815
B	B12	FILTER, AIR, HIGH CAPACITY, PLEATED PANEL, 20" X25" X4"	\$27.19 36499150
B	B13	FILTER, AIR, HIGH CAPACITY, PLEATED PANEL, 20" X24" X4"	\$26.45 36498954
B	B14	FILTER, AIR, HIGH CAPACITY, PLEATED PANEL, 24" X24" X4"	\$24.26 47018957
B	B15	FILTER, AIR, HIGH CAPACITY, PLEATED PANEL, 12" X24" X4"	\$17.26 36469450
B	B16	FILTER, AIR, HIGH CAPACITY, PLEATED PANEL, 25" X29" X4"	\$35.53 36499184

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## GROUP C – HIGH-CAPACITY 30/30 ONE, TWO, & FOUR INCH CUSTOM PLEATED PANEL FILTERS

Custom size medium efficiency pleated filters

### 1.0 General

1.1 - Air filters shall be medium efficiency ASHRAE pleated panels consisting of cotton and synthetic media, welded wire media support grid, and beverage board enclosing frame.

1.2 - Sizes shall be noted on drawings or other supporting materials.

### 2.0 Construction

2.1 - Filter media shall be a cotton and synthetic blend, lofted to a uniform depth of 0.15", and formed into a uniform radial pleat.

2.2 - A welded wire grid, spot-welded on one-inch centers and treated for corrosion resistance shall be bonded to the downstream side of the media to maintain radial pleats and prevent media oscillation.

2.3 - An enclosing frame of no less than 28-point high wet-strength beverage board shall provide a rigid and durable enclosure. The frame shall be bonded to the media on all sides to prevent air bypass. Integral diagonal support members on the air entering and air exiting side shall be bonded to the apex of each pleat to maintain uniform pleat spacing in varying airflows.

### 3.0 Performance

3.1 - The filter shall have a Minimum Efficiency Reporting Value of MERV 8 when evaluated under the guidelines of ASHRAE Standard 52.2. It shall also have a MERV-A of 8 when tested per Appendix J of the same standard. The media shall maintain or increase in efficiency over the life of the filter.

3.2 - Initial resistance to airflow shall not exceed 0.23", 0.31" or 0.27" w.g. at an airflow of 350, 500 or 500 fpm on 1", 2" or 4" deep models respectively.

3.3 - The filter shall have an Energy Cost Index (ECI) value of five stars.

3.4 - The filter shall be listed by Underwriters Laboratories as UL Class 900.

3.5 - Manufacturer shall provide evidence of facility certification to ISO 9001:2008.

3.6 - Manufacturer shall guarantee the integrity of the filter pack to 2.0" w.g.

**Supporting Data** - Provide product test report including all details as prescribed in ASHRAE Standards 52.2, including Appendix J.

1" FARR 30/30 CUSTOM SIZES				
GROUP	ITEM	PART NUMBER	DESCRIPTION/ SQ "	PRICE PER FILTER
C	C1	100-199-301	100-199	\$ 13.30
C	C2	200-299-301	200-299	\$ 15.06
C	C3	300-399-301	300-399	\$ 16.99
C	C4	400-499-301	400-499	\$ 19.25
C	C5	500-599-301	500-599	\$ 22.51
C	C6	600-699-301	600-699	\$ 30.92
C	C7	700-799-301	700-799	\$ 32.76
C	C8	800-899-301	800-899	\$ 34.83
C	C9	900-999-301	900-999	\$ 36.86
C	C10	1000-1099-301	1000-1099	\$ 38.72



C	C11	1100-1199-301	1100-1199	\$ 40.51
C	C12	1200-1299-301	1200-1299	\$ 46.48
C	C13	1300-1399-301	1300-1399	\$ 52.18

<b>2" FARR 30/30 CUSTOM SIZES</b>				
GROUP	ITEM	PART NUMBER	DESCRIPTION/ SQ "	PRICE PER FILTER
C	C14	100-199-302	100-199	\$ 16.35
C	C15	200-299-302	200-299	\$ 19.11
C	C16	300-399-302	300-399	\$ 21.70
C	C17	400-499-302	400-499	\$ 24.54
C	C18	500-599-302	500-599	\$ 27.85
C	C19	600-699-302	600-699	\$ 40.07
C	C20	700-799-302	700-799	\$ 43.02
C	C21	800-899-302	800-899	\$ 46.06
C	C22	900-999-302	900-999	\$ 48.94
C	C23	1000-1099-302	1000-1099	\$ 52.01
C	C24	1100-1199-302	1100-1199	\$ 54.87
C	C25	1200-1299-302	1200-1299	\$ 64.88
C	C26	1300-1399-302	1300-1399	\$ 68.79
C	C27	1400-1499-302	1400-1499	\$ 81.38

<b>4" FARR 30/30 CUSTOM SIZES</b>				
GROUP	ITEM	PART NUMBER	DESCRIPTION/ SQ "	PRICE PER FILTER
C	C28	100-199-304	100-199	\$ 19.18
C	C29	200-299-304	200-299	\$ 23.98
C	C30	300-399-304	300-399	\$ 29.03
C	C31	400-499-304	400-499	\$ 33.82
C	C32	500-599-304	500-599	\$ 38.95
C	C33	600-699-304	600-699	\$ 58.29
C	C34	700-799-304	700-799	\$ 63.54
C	C35	800-899-304	800-899	\$ 68.92
C	C36	900-999-304	900-999	\$ 74.34
C	C37	1000-1099-304	1000-1099	\$ 80.23
C	C38	1100-1199-304	1100-1199	\$ 97.73

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**GROUP D – RESERVED FOR LATER USE**

**GROUP E – MINI-PLEAT FINAL FILTER MERV 13**

**1.0 General**

- 1.1 Filters shall be mini-pleat air filter design.
- 1.2 Underwriters Laboratories classified to UL 900.
- 1.3 Filters shall be available in a nominal depth of 2".
- 1.4 Filters are manufactured by an ISO 9001 registered company.

**2.0 Filter Materials of Construction**

- 2.1 Media shall be 100% synthetic, gradient dual density media that does not support microbial growth.
- 2.2 Frame shall be constructed with high-impact plastic and impervious to moisture and high humidity.
- 2.3 Media pack shall be adhered to plastic frame on all sides to prevent air by-pass.
- 2.3 Filter shall have a hot melt bead separator to maintain pleat pack stability and ensure consistent pleat spacing for optimum air flow.

**3.0 Filter Performance**

- 3.1 Filters shall be MERV 13 efficiency when tested in accordance with ASHRAE 52.2-2007.
- 3.2 Initial resistance of filters shall not exceed the following:  
Initial Resistance  
Filter Depth Flow Rate (fpm) MERV 13 2" 500 0.45" w.g.
- 3.3 Filter shall be rated to withstand a continuous operating temperature up to 150°F.
- 3.4 Filter shall have a final resistance not to exceed 1.5" w.g.

**Supporting Data -** Provide product test report including all details as prescribed in ASHRAE Standards 52.2.

GROUP	ITEM	DESCRIPTION	NXFIL (30 Day ARO)
E	E1	FILTER, AIR, MINI PLEAT, MERV 13, 12" X24" X2"	\$64.49 81312242
E	E2	FILTER, AIR, MINI PLEAT, MERV 13, 20" X24" X2"	\$66.39 81320242
E	E3	FILTER, AIR, MINI PLEAT, MERV 13, 24" X24" X2"	\$69.50 81324242
E	E4	FILTER, AIR, MINI PLEAT, MERV 13, 20" X25" X2"	\$67.68 81320252
E	E5	FILTER, AIR, MINI PLEAT, MERV 13, 16" X20" X2"	\$60.81 8136202
E	E6	FILTER, AIR, MINI PLEAT, MERV 13, 16" X25" X2"	\$66.37 81316252
E	E7	FILTER, AIR, MINI PLEAT, MERV 13, 20" X20" X2"	\$60.68 81320202

**GROUP F – FILTER FRAMES**

Air filter framing system

**1.0 Holding frame no clips or fasteners required**

1.1 - Air filter holding frames shall be 16-gauge galvanized steel with filter sealing flange, corrosion resistant compression tabs for application of header final filter and/or prefilter and replaceable sealing gasket.

1.2 - Sizes shall be noted on drawings or other supporting materials.

**2.0 Construction**

2.1 - Filter holding frame shall be constructed of 16-gauge galvanized steel. The frame shall be assembled from two corner sections and welded to assure a rigid and durable frame assembly for built-up bank HVAC level application. Centering dimples shall be an integral part of the frame to assist in aligning final filter and prefilter if applied.

2.2 - Frame-to-frame installation holes shall be an integral part of the frame, two holes on each vertical and three holes on top and bottom. The top of the frame shall be identified with etching.

2.3 - The frame shall include eight integral corrosion resistant compression tabs, four on each horizontal member, to facilitate filter installation without the use of tools or other clips or fasteners.

2.4 - A 3/4" filter sealing flange shall be an integral component of the holding frame. All corners shall be flush mitered.

2.5 - A replaceable filter-to-frame sealing gasket shall be installed on the flange to prevent air bypass and ensure that the filter seats securely against the sealing flange. The gasket shall include an overlapping configuration at each corner to prevent air bypass at each of the corners of the frame.

**3.0 Performance**

3.2 - Manufacturer shall provide evidence of facility certification to ISO 9001:2008.

GROUP	ITEM	DESCRIPTION	PRICING
F	F1	24 X 24 FAST FRAME QIA Manufacturer: Camfil Farr	\$61.78 61260592
F	F2	24 x 20 FAST FRAME QIA Manufacturer: Camfil Farr	\$64.71 36417952
F	F3	24 x 12 FAST FRAME QIA Manufacturer: Camfil Farr	\$53.59 36419778

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**GROUP G – MISC FILTERS, BELTS, MOTORS, ECT.**

<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 2015-2016.	-12%
Top 100 items from WSCA	Fixed pricing per the WSCA 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

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