

Master Purchase Order

DO NOT INVOICE TO THIS ADDRESS		Workday™ Supplier Contract No.	SC-00010635
City & County of Denver		Date:	10/7/2025
Purchasing Division		Payment Terms	Net 30
201 West Colfax Avenue, Dept. 304		Resolution (as applicable):	
Denver, CO 80202		Freight Terms	FOB DESTINATION
United States		Ship Via	Best Way
Phone: 720-913-8100 Fax: 720-913-8101		Analyst:	Elizabeth Hewes
		Phone:	720-913-8109



Workday Supplier ID: DENVR0000097580

Phone: 719-577-4550

Email: bmyrick@bmc-i.com

B&M Construction

3134 Beacon St

Colorado Springs, CO 80907

Ship To: As Specified By Agency

Bill To: As Specified By Agency

Attn: Barbara Myrick

Colorado Secretary of State ID: 20051020122

U.S. Federal SAM Registry Verification Date: 7/25/2025

1. Goods/Services:

B&M Construction, a Colorado 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 Master Purchase Order 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/Renewal:

The term of this Master Purchase Order shall be from date of City signature to and including 12/31/2027. General Services and the vendor may mutually agree to renew and continue this Master Purchase Order for additional period(s) at the same pricing structure, terms, and conditions. However, no renewal shall surpass 12/31/2031.

5. Non-Exclusive:

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

6. Inspection and Acceptance:

Vendor shall perform any services in accordance with the standard of care exercised by highly competent vendors who perform like or similar services. City may inspect all goods/services prior to acceptance. Payment does not constitute acceptance. Vendor shall bear the cost of any inspection/testing that reveal goods/services that are defective or do not meet specifications. City's failure to accept or reject goods/services shall not relieve Vendor from its responsibility for such goods/services that are defective or do not meet specifications nor impose liability on City for such goods/services. If any part of the goods/services are not acceptable to City, City may, in addition to any other rights it may have at law or in equity: (1) make a warranty claim; (2) repair and/or replace the goods or substitute other services at Vendor's expense; or (3) reject and return the goods at Vendor's cost and/or reject the services at Vendor's expense for full credit. Any rejected goods/services are not to be replaced without written authorization from City, and any such replacement shall be on the same terms and conditions contained in this Purchase Order.

7. Shipping, Taxes and Other Credits and Charges:

All pricing is F.O.B. destination unless otherwise specified. Shipments must be marked with Vendor's name, the Master Purchase Order number, and contain a delivery or packing slip. Vendor shall not impose any charges for boxing, crating, parcel post, insurance, handling, freight, express or other similar charges or fees. Vendor shall notify City in writing of any price decreases immediately, and City shall receive the benefit thereof on all unshipped items. Vendor shall comply with any additional delivery terms specified herein. Vendor shall be responsible for the cleanup and reporting of any contamination (environmental or otherwise) or spillage resulting from the delivery and/or unloading of goods within twenty-four (24) hours of the contamination or spillage or sooner if required by law. Vendor shall procure all permits and licenses; pay all charges, taxes and fees; and give all notices necessary and incidental to the fulfillment of this Master Purchase Order and all cost thereof have been included in the prices contained herein. City shall not be liable for the payment of taxes, late charges, or penalties of any nature, except as required by D.R.M.C. § 20-107, et seq. The

price of all goods/services shall reflect all applicable tax exemptions. City's Federal Registration No. is 84-6000580 and its State Registration No. is 98-02890. Vendor shall pay all sales and use taxes levied by City on any tangible personal property built into the goods/services. Vendor shall obtain a Certificate of Exemption from the State of Colorado Department of Revenue prior to the purchase of any materials to be built into the goods/services and provide a copy of the Certificate to City prior to final payment.

8. Risk of Loss:

Vendor shall bear the risk of loss, injury, or destruction of goods prior to delivery to City. Loss, injury, or destruction shall not release Vendor from any obligation hereunder.

9. Invoice:

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

10. Payment:

Payment shall be subject to City's Prompt Payment Ordinance D.R.M.C. § 20-107, et-seq., after City accepts the goods/services. Any other provision of this Master Purchase Order notwithstanding, in no event shall the City be liable for aggregate payments under this Master Purchase Order in excess of one million dollars (\$1,000,000). Vendor acknowledges that any goods/services provided beyond those specifically described in **Exhibit A** are performed at Vendor's risk and without authorization from the City. City's payment obligations hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Master Purchase Order, encumbered by the City after receipt of Vendor's invoice and paid into the Treasury of City. Vendor acknowledges that: (i) City does not by this Master Purchase Order, irrevocably pledge present cash reserves for payments in future fiscal years; and (ii) this Master Purchase Order is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City. City may setoff against any payments due to Vendor any claims and/or credits it may have against Vendor under this Master Purchase Order.

11. Amendments/Changes:

Only the Executive Director of General Services or his/her delegate is authorized to change or amend this Master Purchase Order by a formal written change order. Any change or amendment that would cause the aggregate payable under this Master Purchase Order to exceed the amount appropriated and encumbered for this Master Purchase Order is expressly prohibited and of no effect. Vendor shall verify with the City that the amount appropriated and encumbered is sufficient to cover any increase in cost due to changes or amendments. Goods/services provided without such verification are provided at Vendor's risk. Vendor has no authority to bind City on any contractual matters.

12. Warranty:

Vendor warrants and guarantees to City that all goods furnished under this Master Purchase Order are free from defects in workmanship and materials, are merchantable, and fit for the purposes for which they are to be used. For any goods furnished under this Master Purchase Order which become defective within twelve (12) months (unless otherwise specified) after date of receipt by City, Vendor shall either, at City's election and to City's satisfaction, remedy any and all defects or replace the defective goods at no expense to City within seven (7) days of receipt of the defective goods or accept the defective goods for full credit and payment of any return shipping charges. Vendor shall be fully responsible for any and all warranty work, regardless of third-party warranty coverage. Vendor shall furnish additional or replacement parts at the same prices, conditions and specifications delineated herein.

13. Indemnification/Limitation of Liability:

Vendor shall indemnify and hold harmless City (including but not limited to its employees, elected and appointed officials, agents and representatives) against any and all losses (including without limitation, loss of use and costs of cover), liability, damage, claims, demands, actions and/or proceedings and all costs and expenses connected therewith (including without limitation attorneys' fees) that arise out of or relate to any claim of infringement of patent, trademark, copyright, trade secret or other intellectual property right related to this Master Purchase Order or that are caused by or the result of any act or omission of Vendor, its agents, suppliers, employees, or representatives. Vendor's obligation shall not apply to any liability or damages which result solely from the negligence of City. City shall not be liable for any consequential, incidental, indirect, special, reliance, or punitive damages or for any lost profits or revenues, regardless of the legal theory under which such liability is asserted. In no event shall City's aggregate liability exceed the agreed upon cost for those goods/services that have been accepted by City under this Master Purchase Order up to the total Master Purchase Order Amount. Notwithstanding anything contained in this Master Purchase Order to the contrary, City in no way limits or waives the rights, immunities and protections provided by C.R.S. § 24-10-101, et seq.

14. Termination:

City may terminate this Master Purchase Order, in whole or in part, at any time and for any reason immediately upon written notice to Vendor. In the event of such a termination, City's sole liability shall be limited to payment of the amount due for the goods/services accepted by City. Vendor acknowledges the risks inherent in this termination for convenience and expressly accepts them. Termination by City shall not constitute a waiver of any claims City may have against Vendor.

15. Interference:

Vendor shall notify the Director of Purchasing immediately of any condition that may interfere with the performance of Vendor's obligations under this Master Purchase Order and confirm such notification in writing within twenty-four (24) hours. City's failure to respond to any such notice shall in no way act as a waiver of any rights or remedies City may possess.

16. Venue, Choice of Law and Disputes:

Venue for all legal actions shall lie in the District Court in and for City and County of Denver, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and Revised Municipal Code, rules, regulations, Executive Orders, and fiscal rules of City. All disputes shall be resolved by administrative hearing, pursuant to the procedure established by D.R.M.C. § 56-106. Director of Purchasing shall render the final determination.

17. Assignment/No Third Party Beneficiary:

Vendor shall not assign or subcontract any of its rights or obligations under this Master Purchase Order without the written consent of the Executive Director of General Services or his/her delegate. In the event City permits an assignment or subcontract, Vendor shall continue to be liable under this Master Purchase Order and any permitted assignee or subcontractor shall be bound by the terms and conditions contained herein. This Master Purchase Order is intended solely for the benefit of City and Vendor with no third-party beneficiaries.

18. Notice:

Notices shall be made by Vendor to the Director of Purchasing and by City to Vendor at the addresses provided herein, in writing sent registered, return receipt requested.

19. Compliance With Laws:

Vendor shall observe and comply with all federal, state, county, city, and other laws, codes, ordinances, rules, regulations, and executive orders related to its performance under this Master Purchase Order. City may immediately terminate this Master Purchase Order, in whole or in part, if Vendor or an employee is convicted, pleads nolo contendere, or admits culpability to a criminal offense of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature.

20. Insurance:

Vendor agrees to secure, at or before the time of execution of this Master Purchase Order, the following insurance covering all operations, goods or services provided pursuant to this Master Purchase Order. Vendor shall keep the required insurance coverage in force at all times during the term of the Master Purchase Order, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Master Purchase Order. Such notice shall reference the Master Purchase Order listed on the signature page of this Master Purchase Order. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Vendor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's Master Purchase Order. Vendor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Master Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of Vendor. Vendor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Master Purchase Order.

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

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

21. Severability:

If any provision of this Master Purchase Order, except for the provisions requiring appropriation and encumbering of funds and limiting the total amount payable by City, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity of the remaining portions or provisions shall not be affected if the intent of City and Vendor can be fulfilled.

22. Survival:

All terms and conditions of this Master Purchase Order which by their nature must survive termination/expiration shall so survive. Without limiting the foregoing, Vendor's insurance, warranty, and indemnity obligations shall survive for the relevant warranty or statutes of limitation period plus the time necessary to fully resolve any claims, matters or actions begun within that period.

23. No Construction Against Drafting Party:

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

24. Status of Vendor/Ownership of Work Product:

Vendor is an independent contractor retained on a contractual basis to perform services for a limited period of time as described in Section 9.1.1E(x) of the Charter of City. Vendor and its employees are not employees or officers of City under Chapter 18 of the D.R.M.C. for any purpose whatsoever. All goods, deliverables, hardware, plans, drawings, reports, submittals and all other documents or things furnished to City by Vendor shall become and are the property of City, without restriction. Ownership rights shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use materials. Software licenses terms may be incorporated herein by an End User License Agreement signed by the Director of Purchasing. Any 'click-wrap' electronic acceptance or other terms and conditions not agreed to in writing by the Director of Purchasing are of no force and effect.

25. Examination of Records and Audits:

Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Vendor's performance pursuant to this Master Purchase Order, provision of any goods or services to the City, and any other transactions related to this Master Purchase Order. Vendor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Master Purchase Order or expiration of the applicable statute of limitations. When conducting an audit of this Master Purchase Order, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Vendor to make disclosures in violation of state or federal privacy laws. Vendor shall at all times comply with D.R.M.C. 20-276.

26. Remedies/Waiver:

No remedy specified herein shall limit any other rights and remedies of City at law or in equity. No waiver of any breach shall be construed as a waiver of any other breach.

27. No Discrimination in Employment:

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

28. Use, Possession or Sale of Alcohol or Drugs:

Vendor shall cooperate and comply with the provisions of Executive Order 94. Violation may result in City terminating this Master Purchase Order or barring Vendor from City facilities or from participating in City operations.

29. Conflict of Interest:

No employee of City shall have any personal or beneficial interest in the goods/services described in this Master Purchase Order; and Vendor shall not hire or contract for services any employee or officer of City which would be in violation of City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

30. Advertising and Public Disclosure:

Vendor shall not include any reference to the Master Purchase Order or to services performed or goods purchased pursuant to the Master Purchase Order in any of Vendor's advertising or public relations materials without first obtaining the written approval of the Director of Purchasing.

31. Intellectual Property:

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

32. Accessibility and ADA Website Compliance:

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

33. Federal Provisions:

Where the source of the funds, directly or indirectly for this Purchase Order is the Federal Government, Vendor agrees to the applicable provisions set out below. Vendor shall be responsible for determining which terms are applicable to its products and/or services.

DAVIS-BACON ACT COMPLIANCE Vendor agrees to comply with the Davis-Bacon Act (40 U.S.C. 3148 to 3148) as supplemented by Department of Labor regulations (29 CFR part 5). **ANTI-KICKBACK ACT COMPLIANCE** Vendor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). **CONTRACT WORK HOURS AND SAFETY STANDARDS** Vendor agrees to comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT** Vendor agrees to comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. **CLEAN AIR AND WATER REQUIREMENTS** Vendor agrees to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et. seq.), and the Clean Water Act (33 U.S.C. 1251 et. seq.). Vendor agrees to report each violation of these requirements to the City and understands and agrees that the City will, in turn, report each violation as required to the appropriate EPA regional office. **ENERGY CONSERVATION REQUIREMENTS** Vendor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (42 U.S.C. 6201) **NO SUSPENSION OR DEBARMENT** Vendor certifies that neither it nor its Principals or any of its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation

in this Agreement by any Federal department or agency. **BYRD ANTI-LOBBYING.** If the Maximum Contract Amount exceeds \$100,000, Vendor must complete and submit to the City a required certification form provided by the City certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any Federal contract grant of any other award covered by 31 U.S.C. 1352. Vendor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

34. Prevailing Wages:

- a. Vendor shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, Sections 20-76 through 20-79, D.R.M.C. including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the date the bid or request for proposal was advertised. In the event a request for bids, or a request for proposal, was not advertised, Vendor shall pay every covered worker no less than the prevailing wages and fringe benefits in effect on the date funds for the contract were encumbered.
- b. Date bid or proposal issuance was advertised 4/22/2025.
 - (1) Sample wages rates can be found at the following link; however, contact the assigned prevailing wage analyst or technician for the wage schedule(s) assigned to your project. <https://www.denverauditor.org/denverlabor/>
 - (2) Increases in prevailing wages subsequent to the date of the contract for a period not to exceed one (1) year shall not be mandatory on either Vendor or subcontractors. Future changes in prevailing wages on contracts whose period of performance exceeds one (1) year shall be mandatory for Vendor and subcontractors only on the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable. Prevailing wage and fringe rates will adjust on the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable. Unless expressly provided for in this Master Purchase Order, Vendor will receive no additional compensation for increases in prevailing wages or fringe benefits.
 - (3) Vendor shall provide the Auditor with a list of all subcontractors providing any services under the contract. Vendor shall provide the Auditor with electronically-certified payroll records for all covered workers employed under the contract.
 - (4) Vendor shall prominently post at the work site the current prevailing wage and fringe benefit rates. The posting must inform workers that any complaints regarding the payment of prevailing wages or fringe benefits may be submitted to the Denver Auditor by calling 720-913-5000 or emailing auditor@denvergov.org.
 - (5) If Vendor fails to pay workers as required by the Prevailing Wage Ordinance, Vendor will not be paid until documentation of payment satisfactory to the Auditor has been provided. The City may, by written notice, suspend or terminate work if Vendor fails to pay required wages and fringe benefits.

35. Compliance with Denver Wage Laws:

To the extent applicable to Vendor's provision of services hereunder, Vendor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Master Purchase Order, Vendor expressly acknowledges that Vendor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by Vendor, or any other individual or entity acting subject to this Master Purchase Order, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein. The services being requested in this solicitation may involve services that are covered pursuant to Division 3.75 of Article IV of Chapter 20 of the Denver Revised Municipal Code ("D.R.M.C."), which is designed to address the issue of wage equity and cost of living affordability in the City & County of Denver. Vendor

agrees that any contract with the City shall include a requirement that Vendor will comply with the provisions of D.R.M.C. §§20-82 through 20-84, including, but not limited to, paying all covered workers no less than the City Minimum Wage for all covered services rendered in connection with the Contract. Additionally, Vendor agrees that the contract shall require compliance with all current and future federal and state laws and City ordinances.

Wages can be found here: <https://www.denverauditor.org/denverlabor/>

https://denverauditor.org/wp-content/uploads/2019/06/MinWage_overview_flier_2019.pdf

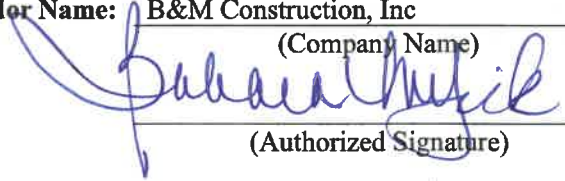
36. MWBE Participation Goal

- a. This Master Purchase Order is subject to Article V of Chapter 28, Denver Revised Municipal Code (“D.R.M.C.”), designated as §§ 28-117 to 28-199 D.R.M.C. (the “Goods and Services Ordinance”) and any Rules or Regulations promulgated pursuant thereto. The Contractor’s Goal Commitment to MWBE participation for this Agreement is 5% as stipulated in the Division of Small Business Opportunity’s (“DSBO”) Commitment to MWBE Participation Form submitted by the Contractor.
- b. Under § 28-132, D.R.M.C., Vendor has an ongoing, affirmative obligation to maintain for the duration of this Master Purchase Order, at a minimum, compliance with its originally achieved level of MWBE participation upon which this Master Purchase Order was awarded, unless there is a change in the work by the City, or as otherwise as described in § 28-133, D.R.M.C. Vendor acknowledges that:
 - (1) It must maintain records and submit regular reports, as required under the Goods and Services Ordinance and as directed by DSBO, which will allow the City to assess progress in complying with the MWBE participation goal.
 - (2) If modifications are issued under the Master Purchase Order, whether by amendment or otherwise, Vendor shall have a continuing obligation to immediately inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases discussed in § 28-133, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification to the City.
 - (3) If there are changes in the work that include an increase in scope of work under this Master Purchase Order, whether by amendment or otherwise, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such change or modification shall be immediately submitted to DSBO for notification purposes.
 - (4) Those amendments or other modifications that involve a changed scope of work that cannot be performed by existing subcontractors shall be subject to the original goal on the Master Purchase Order. Vendor shall satisfy such goal with respect to the changed scope of work by soliciting new MWBEs in accordance with §§ 28-133, D.R.M.C. Vendor must also satisfy the requirements under §§ 28-128 and 28-136, D.R.M.C., with regard to changes in MWBE scope or participation. Vendor shall supply to DSBO all required documentation described in §§ 28-128, 28-133, and 28-136, D.R.M.C. with respect to the modified dollar value or work under the Master Purchase Order.
 - (5) For contracts of one million dollars (\$1,000,000.00) and over, Vendor is required to comply with § 28-135, D.R.M.C., as applicable, regarding prompt payment to MWBEs. Payment to MWBE subcontractors shall be made by no later than thirty-five (35) days after receipt of an MWBE subcontractor invoice.
 - (6) Termination or substitution of an MWBE subcontractor requires compliance with § 28-136, D.R.M.C.
 - (7) Failure to comply with these provisions may subject Vendor to sanctions set forth in § 28-139 of the Goods and Services Ordinance.
 - (8) Should any questions arise regarding DSBO requirements, Vendor should consult the Goods and Services Ordinance or may contact the designated DSBO representative at (720) 913-1999.

This Master Purchase Order is acknowledged and agreed to by:

Vendor Name: B&M Construction, Inc
(Company Name)

City & County of Denver, Purchasing Division

By: 
(Authorized Signature)

By: _____

Print Name: BARBARA MYRICK

Print Name: Elizabeth Hewes

Title: President

Title: Senior Procurement Analyst

Date: 10/13/2025

Date: 10/23/2025

Procurement Manager: Bruski, Ruth - GS Purchasing Manager -
Digitally signed by Bruski, Ruth - GS Purchasing Manager -
Date: 2025.10.07 07:16:48 -0600

This Master Purchase Order is pursuant to DRMC § 20-64.5. The terms and conditions herein supersede and replace all terms and conditions of GSA Contract GS-28F-0049W, TIPS 240101, Omnia R221002, TIPS 230301, GSA GS-03F-084DA, TIPS 240301.

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

RENEWALS/REVISIONS:

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

Renewal/Revision No. 1 _____

This Master Purchase Order (MPO) expires on _____.

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

Note(s)/revisions(s):

Vendor Name: _____
B&M Construction, Inc
(Company Name)

City & County of Denver, Purchasing Division

By: _____
(Authorized Signature)

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Federal SAMs re-verification date (save to renewal file):

Renewal/Revision No. 2

This Master Purchase Order (MPO) expires on _____.

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

Note(s)/ revisions(s):

Vendor Name: B&M Construction, Inc
(Company Name)

City & County of Denver, Purchasing Division

By: _____
(Authorized Signature)

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Federal SAMs re-verification date (save to renewal file):

Renewal/Revision No. 3 ____

This Master Purchase Order (MPO) expires on _____.

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

Note(s)/ revisions(s):

Vendor Name: _____
B&M Construction, Inc
(Company Name)

City & County of Denver, Purchasing Division

By: _____
(Authorized Signature)

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Federal SAMs re-verification date (save to renewal file):

Renewal/Revision No. 4

This Master Purchase Order (MPO) expires on _____.

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

Note(s)/ revisions(s):

Vendor Name: B&M Construction, Inc
(Company Name)

City & County of Denver, Purchasing Division

By: _____
(Authorized Signature)

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Federal SAMs re-verification date (save to renewal file):

EXHIBIT "A"

Vendor: B&M Construction, Inc

Solicitation/ Award Title: Furniture, Installation, and Related Products and Services

Solicitation No. /Internal File Reference Location: 11193A

It is recommended that you use your Supplier Contract No. SC-00010635, in all future correspondence and/or other communications.

A.1 SCOPE OF WORK/REQUIREMENTS

The City is requesting the broadest selection of commercial grade office and miscellaneous furniture, installation and related products and services offered. The products and services include by not limited to the following:

- **Systems Furniture:** A complete and comprehensive catalog of all systems furniture, lines, and accessories available from the Vendor.
- **Freestanding Furniture:** A complete and comprehensive catalog of all case goods, furniture, (including folding and mobile) desks, tables, and accessories available from the Vendor.
- **Seating/Chairs:** A complete and comprehensive catalog of office and break room chairs, tandem seating, and other general seating available from the Vendor.
- **Soft Seating:** A complete and comprehensive catalog selection of soft seating for areas such as common, waiting areas, and open learning spaces. Products include, but not limited to, lounge seating, modular linear seating, tables, and accessories.
- **Filing Systems, Storage, and Equipment:** A complete and comprehensive catalog of filing systems including vertical and lateral files, freestanding file cabinets, bookcases, and equipment and accessories available from the Vendor.
- **Technology Support Furniture:** A complete and comprehensive catalog selection of technology support furniture to support technology-based learning environments.
- **Breakroom Furniture:** A complete and comprehensive catalog selection of breakroom furniture.
- **Audio/Visual Furniture:** A complete and comprehensive catalog selection of audio/visual furniture.
- **Related Products, Support Services and Solutions:** Related office interior products and design, "Quick Ship", design and layout, fabric and color design services, installation, systems furniture reconfiguration, assessment tools, and any other related products and services or solutions offered by the Vendor.

Manufacturer's Name	Core Products Sold
Humanscale	Freestanding Furniture Seating/Chairs Technology Support Furniture Breakroom Furniture Related Products, Support Services, and Solutions
Krug	Freestanding Furniture Seating/Chairs Soft Seating Filing Systems, Storage & Equipment Technology Support Furniture Breakroom Furniture Related Products, Support Services & Solutions Custom Furniture Healthcare and Behavioral Health Furniture
Tayco Office Furniture	System Furniture Freestanding Furniture Seating/Chairs Filing Systems, Storage & Equipment Technology Support Furniture Breakroom Furniture Related Products, Support Services, and Solutions

A.1.a Product Standards and Guidelines

All products must be manufactured in compliance with all standards including warning labels and safety devices, guard and equipment required to meet the safety standards recognized by industry safety, councils or organizations to establish safety standards such as Occupational Safety and Health Administration (OSHA), National Fire Protection Association (NFPA), National Institute of Occupational Safety and Health (NIOSH), American National Standards Institute (ANSI), Underwriters Laboratories, Inc. (UL), Environmental Protection Agency (EPA), Business Institutional Furniture Manufacturers Association (BIFMA), etc. If a product proposed requires a Material Safety Data Sheet (MSDS) it must accompany each shipment. Additionally, applicable products must meet the following specific standards:

- ANSI/HFES and/or BSR/HFES (Human Factors Engineering of Computer Workstations)
- CPSIA 1303 or 16 C.F.R 1303 (Ban of Lead-Containing Paint)
- ANSI/BIFMA X5.1 (Office Seating), X5.4 (Lounge and Public Seating), X5.5 (Desk Products) and e3 (Furniture Sustainability Standard)
- California Air Resources Board (CARB) (Formaldehyde Emissions)
- California Proposition 65 (Lead and Other Toxic Substances)
- California Bureau of Electronic and Appliance Repair, Home Furnishings, and Thermal Insulation (BHFTI) (Technical Bulletin 117)

All Products offered must be new, unused, latest design and technology unless otherwise specified.

A.1.b Warranty

See Attached.

A.1.c Project Information

Vendor will meet the following deadlines for projects

- Design Phase
 - One week to start the design phase of a new project

- For Small projects (1-5 workstations, conference rooms, receptions, misc. areas) 1 – 2 weeks to provide design drawings
- For Medium projects (5-8 workstations, 1,500 sq feet to 2,500 sq feet, misc. areas) 2-3 weeks to provide design drawings
- For Large projects (projects larger than small and medium projects) 3+ weeks, depending on the size of the project, to provide design drawings
- Delivery Phase
 - Humanscale
 - approximately 20-23 days for stock products
 - 4-6 weeks for custom products
 - Krug
 - approximately 4-6 weeks plus 1 week for shipping for stock products
 - 6-8 week plus 1 week for custom products
 - Tyco
 - 4-6 weeks for stock products
 - 6-8 weeks for custom products
- Installation Phase
 - Depending on size of project, 1-2 week for installation of products. If additional time is needed, it will be stated at time of quote.

A.2 POINT OF CONTACT

Account Representative and Customer Service Representative: Barbara Myrick | 719-577-4550 | bmyrick@bmc-i.com

A.3 F.O.B. POINT:

All prices quoted must be quoted at a firm price F.O.B. Destination, Denver, Colorado, delivered to any City location.

A.4 DELIVERY/SERVICE CONSIDERATIONS:

Unless otherwise stated on the order or the project, all deliveries/ services shall be made between the hours of 7:00 AM and 3:00 PM, Monday through Friday, excluding holidays.

A.5 BACKGROUND CHECKS AND DISQUALIFICATION

Because of the nature of the scope and requirements herein for the City, Contractor, at its expense, must conduct, or have previously conducted a background check for each of its employees, as well as for the employees of its subcontractors, who will provide services to the City. Background checks are to be conducted through an independent background check third-party and must include the following:

- Social Security Number Trace;
- Federal Criminal Records (includes wants, warrants, arrests, convictions, and incarcerations);
- Colorado Criminal Records (includes wants, warrants, arrests, convictions, and incarcerations);
- Criminal Records from other States if the employee disclosed, or the background check identifies, that the employee lived in another state in the last seven years (includes wants, warrants, arrests, convictions, and incarcerations); and
- National Sexual Offender Registry Search.

The background check shall include all convictions for the last seven years and may include additional convictions beyond seven years when permitted and/or required by law.

Because of the sensitive nature of the work proposed within this solicitation, the City shall automatically disqualify from employment under this contract persons with felony convictions. Alternatively, the City may require that a fidelity bond, or such other assurance in such amount as deemed appropriate, be provided to the City as a condition precedent to grant permission where an employee's prior conviction would otherwise preclude their participation under the contract.

All Contractor employees are required to self-disclose to the Contractor any criminal charges and convictions and nolo contendere pleas (not contest pleas) that occur while providing services to the City within three business days of the conviction, charge, or plea. Contractor is required to inform the City of any criminal charges or convictions or nolo contendere pleas (no contest pleas) that arise while an employee is on assignment with the City. Contractor must inform the City within one business day of the Contractor having knowledge of the charge, conviction, or plea. The City will determine, in its sole discretion, whether the employee will remain on a City assignment.

Contracts for work at the following locations require NCIC background checks:

- Police Academy
- Denver Animal Shelter
- Traffic Operations
- DPD Police Precincts
- DPD Crime Lab
- Medical Examiner
- Sheriff's Department locations

Other City locations may also require a NCIC background check. These background checks will be administered by the City and will be at no cost to the Contractor. Contractor employees will be required to provide their social security numbers to the City. Contractors will be provided entrance cards for each facility. Contractors are not allowed to share cards to provide services. The background check(s) must be conducted successfully prior to initial access and/or involvement by employees. Employees who separate from the Contractor's employment must undergo another background check prior to renewed access and/or involvement in providing services to the City. The City also has the ability to audit the Contractor's background check process, to ensure compliance with City standards, at any time.

Failure by the Contractor to comply with the terms of this Section may result in the termination of its contract with the City.

A.6 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.6.a 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.7 VENDOR PERFORMANCE MANAGEMENT:

The Purchasing Department may administer a vendor performance management program as part this proposal and resulting contract. The purpose of this program is to create a method for documenting and advising the Purchasing Department of exceptional performance or any problems related to the purchased goods and services.

Propose as part of your response specific performance measures that may be used to develop a vendor performance management report card. Also provide any other data, criterion or methods that would be effective in measuring vendor performance over the life of this contract.

Awarded vendors are required to furnish a performance report to the analyst on an annual basis, no later than the anniversary date of the applicable Master Purchase Order or City Contract, providing at a minimum the following information:

FOR SERVICES

- Total dollar value of purchases per City Agency
- Total number of transactions per City Agency
- Average response time after receipt of call from the City
- Average time for job completion

A.8 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.

For use of the cooperative contract, interested governmental agencies must first reach out to the City for a participating letter. Vendor(s) must contract directly with any interested governmental agency concerning the matters within this RFP.

A.9 ENVIRONMENTAL MANAGEMENT SYSTEM, ENVIRONMENTAL POLICY, AWARENESS, AND COMPLIANCE

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

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

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

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

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

A.9.a Environmentally Preferable Purchasing (EPP) Guidance

The City defines Environmentally Preferable products and services as those having a lesser or reduced effect on human health and the environment when compared with competing products and services serving the same

purpose. The City's EPP evaluation may extend to materials of manufacture, packaging, transport, recycled content, energy consumption, local recyclability, waste disposal, and other factors.

Vendors are encouraged to describe any EPP attributes of the goods or services they offer to the City. Applicable EPP considerations may factor in product and service evaluations.

A.10 PRICING

Furniture Category	Verifiable Manufacturer's List Price Number/Date	Drop Ship % Discount from MSRP
System Furniture	Tayco All Tayco products Jan 2025 No extra Fees for tariffs or surcharges	70%
Freestanding Furniture	All Krug products Jan 2025 List price no extra fees on tariffs or surcharges	50%
Seating/Chair	Krug Jan 2025 List	50%
Soft Seating	Krug Jan 2025 List	50%
Filing System, Storage, and Equipment	Tayco All Tayco products Jan 2025 No extra Fees for tariffs or surcharges	70%
Technology Support Furniture	Humanscale's U.S. Price Guide - May 2024	See attached "Humanscale OMNIA Partners Contract Discounts 2023-27" by category
Breakroom Furniture	Humanscale's U.S. Price Guide - May 2024	See attached "Humanscale OMNIA Partners Contract Discounts 2023-27" by category
Audio/Visual Furniture	Humanscale's U.S. Price Guide - May 2024	See attached "Humanscale OMNIA Partners Contract Discounts 2023-27" by category

Other Related Services and Products Description	Verifiable Manufacturer's List Price Number/Date	Drop Ship % Discount from MSRP
Ergonomic Task Chairs, Conference Chairs, Stools & Guest Seating: Freedom, Liberty, Smart, Diffrient World, Path, Saddle/Pony/ActivePony, Liberty Side, & Occasional Chairs	Humanscale's U.S. Price Guide - May 2024	55%
Multipurpose & Side Seating: World LM, Trea, Cinto, Sedeo, and Ballo Executive Boardroom Seating: Summa and Smart Conference	Humanscale's U.S. Price Guide - May 2024	49%
Ergonomic Workstation Tools: Keyboard Tray Systems & Accessories, Monitor Arms, Technology (Docking/Power Stations) and CPU Holders	Humanscale's U.S. Price Guide - May 2024	62%
Lighting & Ergonomic Accessories: Task Lighting, Personal LED Desk Lamps, and Ergonomic Accessories	Humanscale's U.S. Price Guide - May 2024	61%
Cable Management: Neat Suite Collection - NeatLinks, NeatLinks Slim, NeatTech, NeatUp, NeatCharge (Wireless Charging) & NeatHub (Power Modules)	Humanscale's U.S. Price Guide - May 2024	59%
Height Adjustable Worktables (Counterbalance): Float Table, Float Mini, Micro & Gather, all QuickStand Products (Desktop Converters), Monarch Mat Worksurface Tops: for All Table Bases	Humanscale's U.S. Price Guide - May 2024	52%
Height Adjustable Worktable (Electric): eFloat Lite and eFloat Flex Table Bases	Humanscale's U.S. Price Guide - May 2024	61%
Height Adjustable Worktable (Electric): eFloat Next Table Bases	Humanscale's U.S. Price Guide - May 2024	59%
Height Adjustable Worktable (Electric): eFloat GO 2.0 Table Bases	Humanscale's U.S. Price Guide - May 2024	52%
Desk Shields / Separation Panels: Screens & Modesty Panels	Humanscale's U.S. Price Guide - May 2024	40%

Prevailing Wage Services	Fixed Hourly Rate Above Prevailing Wage	Notes
Installation	\$48.49	based on millwork and burden fees (travel, delivery, insurance etc.) \$80 hour
After Hours Installation	\$47.27	Based on millwork and burden fees (travel, delivery, insurance etc.) \$120 hour
Refurbishment/Repair	\$48.51	based on millwork and burden fees (travel, delivery, insurance etc.) \$95.hour

Additional Services & Solutions	Hourly Rate
Design	\$114.48
Project Management	\$145.47
Storage (monthly rate)	\$5.10 per sq ft per month

