

**BY AUTHORITY**

ORDINANCE NO. \_\_\_\_\_

COUNCIL BILL NO. CB 12-0101

SERIES OF 2012

COMMITTEE OF REFERENCE:

BUSINESS, WORKFORCE & SUSTAINABILITY

**A BILL**

**For an ordinance approving a proposed Master Purchase Order between the City and County of Denver and Northern Colorado Paper, Inc. concerning the purchase of automated Towel Dispensers & Roll Towels for Denver International Airport.**

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

**Section 1.** The proposed Master Purchase Order between the City and County of Denver and Northern Colorado Paper, Inc, in the words and figures contained and set forth in that form of Master Purchase Order available in the office and on the web page of City Council, and will be filed in the office of the Clerk and Recorder, Ex-Officio Clerk of the City and County of Denver, under City Clerk's Filing No. 12-099, is hereby approved.

COMMITTEE APPROVAL DATE: February 10, 2012.

MAYOR-COUNCIL DATE: February 14, 2012.

PASSED BY THE COUNCIL \_\_\_\_\_ 2012

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

APPROVED: \_\_\_\_\_ - MAYOR \_\_\_\_\_ 2012

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

NOTICE PUBLISHED IN THE DAILY JOURNAL \_\_\_\_\_ 2012; \_\_\_\_\_ 2012

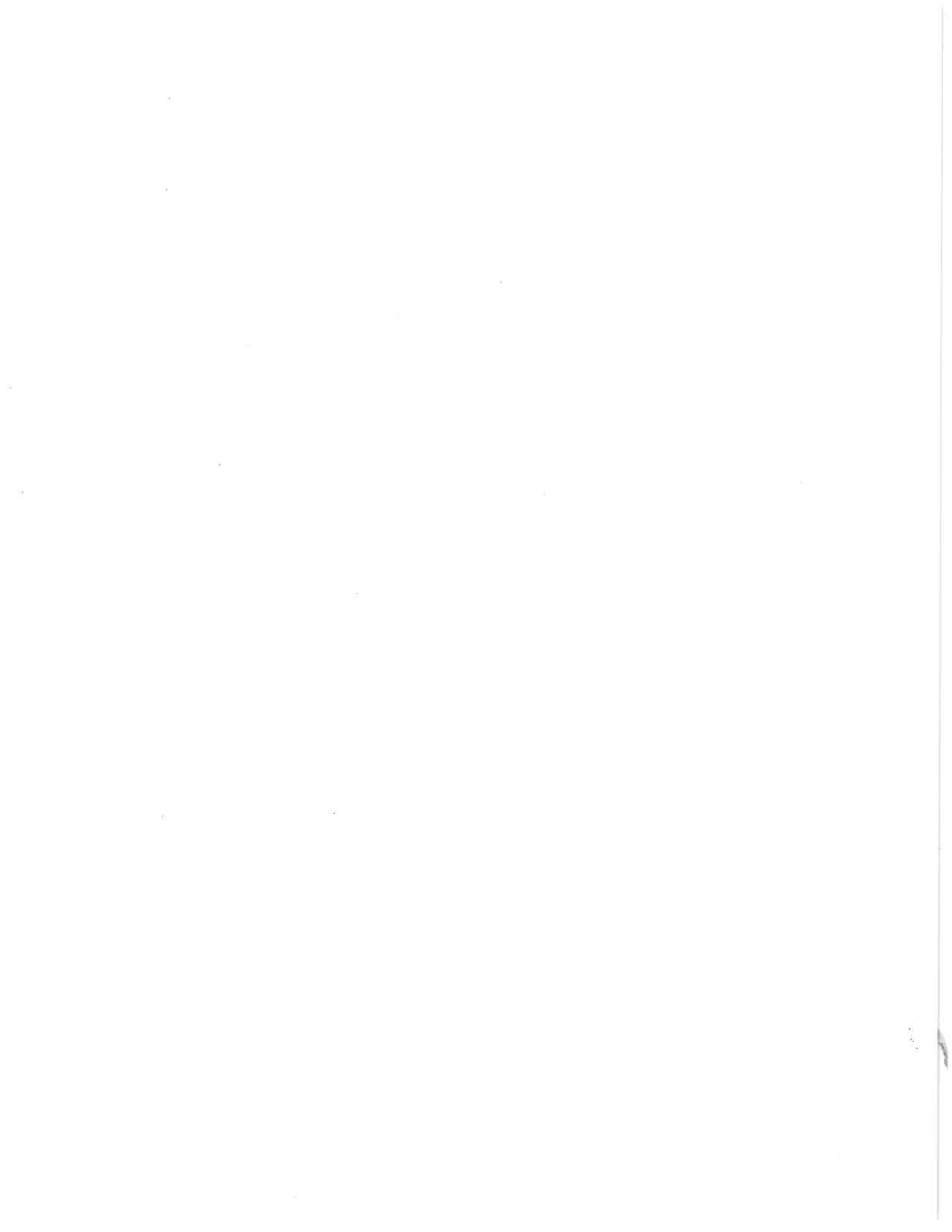
PREPARED BY: John Redmond;  February 16, 2012

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

Douglas J. Friednash, City Attorney

BY: \_\_\_\_\_, \_\_\_\_\_ City Attorney

DATE: February 16, 2012





**DENVER**  
THE MILE HIGH CITY

# CITY AND COUNTY OF DENVER

DEPARTMENT OF GENERAL SERVICES  
PURCHASING DIVISION  
www.denvergov.org/purchasing

WILLINGTON E. WEISS  
MUNICIPAL OFFICE BUILDING  
281 WEST COLFAX AVE., DEPT. 304  
DENVER, CO 80202  
PHONE: (720) 913-8100  
FAX: (720) 913-8101

Date: February 7, 2011

TO: Glenn Dupper Aviation  
Ron Patterson Aviation

FROM: Shannon E. Sprague, Associate Buyer

**SUBJECT:**

Master Purchase Order Number 0238A0111 *jed*

Title: Automated Towel Dispensers & Roll Towels for Denver International Airport

Term: February 2, 2011 to September 20, 2012

Please note the below Master Purchase Order Number; it may be up to 10 characters long and is unique for each vendor. You must use the Master Purchase Order Number in the "Purchasing Auth" field on your Payment Requests.

Master Purchase Order(s) have been issued to the following vendors:

Item No.:	EPP Attributes	Contract Reference ID Number	Vendor ID Number	Successful Bidder's Name and Address
ALL See MPO for details	EE, RC	0238A0111	0000000300	Northern Colorado Paper, Inc. 295 71 <sup>st</sup> Avenue Greely, CO 80634 Attn: Kevin Conley P: 800-530-2428 F: 970-304-1625

/jlw

**Environmentally Preferred Purchasing Positive Attributes that apply to this proposal.**

AQ	Indoor Air Quality	LH	Less Harmful Content	RC	Recycled Content
AQ-M	Indoor Air Quality - Manufacturer	LV	Low Volatile Organic Compounds	RR	Reconditioned / Remanufactured
AQ-V	Indoor Air Quality - Vendor	LV-M	Low VOC - Manufacturer	RU	Reusability
BB	Bio-Based	LV-V	Low VOC - Vendor	RY	Recyclability
BD	Bio-Degradable	NA	No Attributes	TB	Take-Back
DY	Durability	OA	Other Attributes	WE	Water Efficiency
EE	Energy Efficient	OA-M	Other Attributes - Manufacturer	3-M	Third party certifications - Mfr
EE-M	Energy Efficiency - Manufacturer	OA-V	Other Attributes - Vendor	3-V	Third party certifications - Vendor
EE-V	Energy Efficiency - Vendor	PD	Product Disassembly Potential		

12-099

**Master Purchase Order**

<b>DO NOT INVOICE TO THIS ADDRESS</b>	 <b>DENVER</b> <small>THE MILE HIGH CITY</small>	Master Purchase Order No. <b>0238A0111</b>	
City & County of Denver		Date: <b>January 4, 2011</b>	Revision No. <b>n/a</b>
Purchasing Division		Payment Terms <b>Net 30</b>	Freight Terms <b>DESTINATION</b>
201 West Colfax Avenue, Dept. 304		Ship Via <b>Best</b>	Buyer: <b>Shannon E. Sprague</b>
Denver, CO 80202		Phone: <b>303-342-2184</b>	
United States			
Phone: 720-913-8100 Fax: 303-342-2117			

Vendor: Northern Colorado Paper, Inc. Phone: (800) 530-2428 Fax: (970) 304-1625

Northern Colorado Paper, Inc.  
 295 71<sup>st</sup> Ave.  
 Greeley, CO 80634  
 Attn: Kevin Conely  
 Email: [kevin@ncpaper.com](mailto:kevin@ncpaper.com)

Ship To: Denver International Airport  
 Maintenance Center  
 27500 East 80<sup>th</sup> Avenue,  
 Denver, CO 80249

Bill To: Denver International Airport  
 8500 Pena Boulevard  
 Attn: AOB, Finance  
 Denver, CO 80249

**A.1.a Goods/Services:**

Northern Colorado Paper, Inc., 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.

**A.1.b 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.

**A.1.c Pricing:**

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

**A.1.d Extension or Renewal:**

The effective period of the annual contract or agreement resulting from this Master Purchase Order shall be from the date of City Signature through September 20, 2012. 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, and/or at the approved increase pricing approved in writing by the City. However, no more than two (2) yearly extensions shall be made to the original agreement.

**A.1.e Non-Exclusive:**

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

**A.1.f 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.

**A.1.g 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.

**A.1.h 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.

**A.1.i Invoice:**

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

**A.1.j Payment:**

Payment shall be subject to City's Prompt Payment Ordinance D.R.M.C. § 20-107, et seq. after City accepts the goods/services. Any other provision of this Agreement notwithstanding, in no event shall the City be liable for aggregate payments under this Master Purchase Order in excess of Three Hundred and Fifty Thousand Dollars (\$350,000.00). 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.

**A.1.k 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.

**A.1.l 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.

**A.1.m Indemnification/Limitation of Liability:**

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

**A.1.n 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.

**A.1.o 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.

**A.1.p 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.

**A.1.q 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.

**A.1.r Notices:**

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.

**A.1.s 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.

**A.1.1 Insurance:**

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

**A.1.1.1 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.

**A.1.v 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.

**A.1.w No Construction Against Drafting Party:**

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

**A.1.x 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.

**A.1.y 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.

**A.1.z 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.

**A.1.aa 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.

**A.1.bb 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.

**A.1.cc 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.

**A.1.dd Advertising and Public Disclosure:**

Vendor shall not reference the goods/services provided hereunder in any of its advertising or public relations materials without first obtaining the written approval of the Manager of General Services.

**A.1.aa Prohibition of Employment of Illegal Immigrants to Perform Work Under This Master Purchase Order:**

This Master Purchase Order is subject to Article 17.5 of Title 8, Colorado Revised Statutes, as now existing or hereafter amended, (the "Certification Statute"). Compliance by the Contractor and its subcontractors with the Certification Statute is expressly made a contractual condition of this Master Purchase Order. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Master Purchase Order. The Contractor shall not enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien or that fails to certify to the Contractor that it does not knowingly employ or contract with an illegal alien to perform work under this Master Purchase Order. The Contractor represents, warrants, and agrees that: (a) It has verified or attempted to verify that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the U.S. Social Security Administration and U.S. Department of Homeland Security ("Basic Pilot Program" or "BPP"), as defined in § 8-17.5-101(1), C.R.S., or that if it is not accepted into the BPP prior to entering into this Master Purchase Order, it shall apply to participate in the BPP every three months until either it is accepted into the BPP or it has completed its obligations under this Master Purchase Order, whichever occurs first; (b) It will not use the BPP to undertake pre-employment screening of job applicants while performing its obligations under this Master Purchase Order; (c) If it obtains actual knowledge that a subcontractor performing work under this Master Purchase Order knowingly employs or contracts with an illegal alien, it will notify such subcontractor and the City within three



days, and terminate such subcontractor if within three days after such notice the subcontractor does not stop employing or contracting with the illegal alien, unless during such three day period the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien; (d) It shall comply with all reasonable requests 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. If the Contractor fails to comply with any provision of this Section 35, the City may terminate this Master Purchase Order for breach and the Contractor shall be liable for actual and consequential damages to the City. Contractor shall certify the above by signing the certification attached to this Master Purchase Order.

This Master Purchase Order is acknowledged and agreed to by:

Vendor Name:	<u>Northern Colorado Paper, Inc.</u>	City & County of Denver, Purchasing Division
	(Company Name)	
By:	<u>Timothy Awaade</u>	By: <u>Sharon Edman</u>
	(Authorized Signature)	
Print Name:	<u>TIMOTHY AWAADE</u>	Print Name: <u>Shannon E. Sprague</u>
Title:	<u>President</u>	Title: <u>Associate Buyer</u>
Date:	<u>02/02/11</u>	Date: <u>2/2/11</u>

EXHIBIT "A"

Vendor: Northern Colorado Paper, Inc.  
Title: PAPER\_TOWEL\_DIS0238A  
Master Purchase Order No.: 0238A0111

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It is recommended that you use your Master Purchase Order No. - 0238A0111 shall be stated in all future correspondence, billing, invoicing or other communications.

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

The Vendor shall supply, install and provide on-going full service maintenance (scheduled and unscheduled) of approximately 300 each of the SCA TORK# 309605 Stainless Steel Battery Operated Automated Towel Dispenser System and shall provide the SCA #290088 Natural EPA Compliant Roll Towel 6 x700' at a unit cost of \$26.47 per case. The Vendor shall provide a quantity of 25 SCA #309605 Automated Towel Dispensers for on-site DIA stocking. The SCA TORK #290088 Natural EPA Compliant Roll Towel unit cost shall include the cost of the following: dispensers, installation, and ongoing maintenance of the SCA TORK #309605 Stainless Steel Battery Operated Automated Towel Dispensers. Vendor shall retain ownership of the towel dispensers.

Additionally, the Vendor shall supply a quantity of 25 cassettes and doors for on-site DIA stocking/replacement. The Vendor shall supply a quantity of 100 SCA Tork spare keys.

The towel dispensers are located in restrooms at Denver International Airport in the Main Terminal, on Concourses A, B and C, Adjacent Trailers at the South Campus, and in the Maintenance Center. All SCA #309605 Automated Paper Towel Dispensers shall be pre-set with dispensing paper towel lengths, hang mode, as determined by the City upon installation. Any and all adjustment keys/pins shall be removed from the SCA #309605 and given to the Contract Compliance Supervisor during and prior to completion of product installation.

Upon award if a new product is selected, the existing Vendor shall be responsible for the removal of existing SCA TORK #309605 Stainless Steel Battery Operated Automatic Towel Dispensers. The Vendor shall pre-approve an installation schedule with the DIA Contract Compliance Supervisor.

The Vendor shall provide product instruction/use training within one (1) week from completed product installation scheduling shall be in-conjunction with DIA Contract Compliance Group.

**De-Installation:**

The Existing Vendor will be responsible for de-installing the dispensers at the end of the term of this contract. If the City is forced to remove the existing equipment it will be disposed of at the existing Vendor's expense.

**A.2 Dispenser Maintenance Requirements:**

The Vendor shall provide quarterly scheduled paper towel dispenser maintenance that shall occur every 2<sup>nd</sup> Wednesday at 8:00PM beginning with Concourse "C". The Vendor shall contact the DIA Contract Compliance Supervisor prior to work performance and shall notify the DIA Contract Compliance Supervisor upon work completion. The Vendor shall submit via email the Quarterly Paper Towel Maintenance Report to the DIA Contract Compliance Supervisor upon the last day of each month.

The Vendor shall be badged by DIA Security in order to provide quarterly service at DIA. A DIA Contract Compliance Technician shall be notified twenty-four (24) hours in advance of quarterly servicing for the completion of DIA escorting procedures. DIA Contract Compliance Technician shall be notified immediately of any issues discovered during the servicing process. Services shall be provided quarterly and shall include the following:

1. Clean inside each dispenser, blowing out any dust and towel residue.

2. Lubricate appropriate parts of dispensers.
3. Replace and install new dispensers in place of those that are no longer operable.
4. Provide replacement of any broken parts such as arms, legs, cover, and any or all necessary replacements approved by the Contract Compliance Supervisor.
5. Response to all maintenance calls shall be made within forty-eight (48) hours.
6. A written report of all automated towel dispensers provided to DIA following each quarterly service detailing all replacement parts, service provided and any additional work still requiring completion. The format and method of report transfer shall be agreed upon in writing by the DIA Contract Compliance Technician and Northern Colorado Paper, Inc.
7. Batteries are EXCLUDED from vendor maintenance. DIA will supply and replace batteries. However, Vendor shall notify the DIA Contract Compliance Technician of dispensers that show low battery strength as part of each quarterly service.

#### **A.3 ESTIMATED QUANTITIES:**

Quantities listed are the City and County of Denver's best estimate and do 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 the resulting contract i.e. Master Purchase Order is to supply the City with its complete actual requirement of the materials specified in this Master Purchase Order for the contract period.

The City does not guarantee any quantity of item listed herein to be ordered during the coming year.

#### **A.4 F.O.B. POINT:**

All prices must be invoiced at a firm price F.O.B. Denver, Colorado, delivered to:

Denver International Airport  
Maintenance Center  
27500 East 80<sup>th</sup> Avenue,  
Denver, CO 80249

Maintenance and repair of Paper towel dispensers shall require inside delivery throughout DIA.

#### **A.5 DELIVERY CONSIDERATIONS:**

The Vendor will be required to maintain adequate local inventories to cover normal usage by agencies of the City. Delivery of any items ordered under this Master Purchase Order shall be made within 48 hours from the time the order is placed.

All deliveries shall be made between the hours of 8:00 AM and 4:00 PM, Monday through Friday, excluding holidays.

#### **A.6 WARRANTY GUARANTEE:**

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

The equipment to acceptable condition or to pay for any repairs found to be necessary after the equipment has been removed from the City's premises.

**A.7 PALLET CHARGE:**

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

#### **A.8 AIRPORT SECURITY:**

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

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

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

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

#### **LAWS, REGULATIONS, TAXES AND PERMITS**

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

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

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

#### **A.9 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.10 PREVAILING WAGES**

Prevailing Wage requirements will only be applicable for install/de-installation of the paper towel dispensers.

Any contract in the amount of two thousand dollars (\$2,000.00) or more arising out of this Master Purchase Order shall be subject to the following provisions concerning prevailing wages.

- a. The minimum wages to be paid for every class of labor, mechanics and worker shall be not less than the scale of wages from time to time determined to be the prevailing wages.
- b. The Vendor or his/her subcontractor shall pay mechanics, laborers and workers employed directly upon the site of the work the full amounts accrued at time of payment, computed at wage rates not less than those stated or referenced in the specifications, and any addenda thereto, on the actual date of Master Purchase Order opening, or in effect on the date of grant of permit for performance of such work under D.R.M.C. Section 49-171 et seq., or on the date of the written Purchase Order for contracts let by informal procedure under D.R.M.C. Section 20-63(b), regardless of any contractual relationship which may be alleged to exist between the vendor or subcontractor and such laborers, mechanics and workers.
- c. The vendor and subcontractors to pay all workers, mechanics and other laborers at least once a week the full amounts of wages accrued at the time of payment except that the vendor and subcontractor shall make such payments to non-construction workers such as janitorial or custodial workers at least twice per month.
- d. The vendor shall post in a prominent and easily accessible place at the site of the work the scale of wages to be paid by the vendor and all subcontractors working under the vendor.
- e. If the vendor or any subcontractor shall fail to pay such wages as are required by the contract, the Auditor shall not approve any warrant or demand for payment to the vendor until the vendor furnishes the Auditor evidence satisfactory to the Auditor that such wages so required by the contract have been paid.
- f. The vendor shall furnish to the Auditor each week during which work is in progress under the contract, a true and correct copy of the payroll records of all workers, laborers and mechanics employed under the contract, either by the vendor or subcontractors.
- g. The copy of the payroll record shall be accompanied by a sworn statement of the vendor that the copy is a true and correct copy of the payroll records of all mechanics, laborers or other workers working under the contract either for the vendor or subcontractors, that payments were made to the workers, laborers and mechanics as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all workers, mechanics and other laborers employed on work under the contract, either by the vendor or by any subcontractor, have been paid the prevailing wages as set forth in the contract specifications.
- h. If any laborer, worker or mechanic employed by the vendor or any subcontractor under the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as aforesaid, the City may, by written notice to the vendor, suspend or terminate the vendor's right to proceed with the work, or such part of the work as to which there has been a failure to pay the required wages, and in the event of termination may prosecute the work to completion by contract or otherwise, and the vendor and any sureties shall be liable to the City for any excess costs occasioned the City thereby.

Information as to forms and other requirements concerning prevailing wages may be obtained from the City Auditor's office, Prevailing Wage Section, 201 West Colfax, Denver, CO 80202, telephone 720-913-5009.



