

Master Purchase Order

DO NOT INVOICE TO THIS ADDRESS		Workday™ Supplier Contract No.	SC-00007831
City & County of Denver		Date:	04/24/2023
Purchasing Division		Revision No.	
201 West Colfax Avenue, Dept. 304		Payment Terms	Net 30
Denver, CO 80202		Resolution (as applicable):	
United States		Freight Terms	FOB DESTINATION
Phone: 720-913-8100 Fax: 720-913-8101		Ship Via	Best Way
		Analyst:	Leann Rush
		Phone / Email:	303-342-2298 / leann.rush@flydenver.com

Workday DENVR0000019194
Supplier ID:

Phone: 303-478-6064

Email: jhartman@WesternPaper.com

Imperial Bag & Paper CO LLC
dba Western Paper Distributors
PO Box 23055
New York, NY 10087

Ship To: As Specified By Agency

Attn: Jeff Hartman

Bill To: As Specified By Agency

Colorado Secretary of State ID: 20211739769
U.S. Federal SAM Registry Verification Date: 3/15/2023

1. Goods/Services:

Imperial Bag & Paper CO LLC, dba Western Paper Distributors, a Delaware Corporation, ("Vendor") shall provide the goods, and any services related thereto, identified and described on attached **Exhibit A and B**, 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 B** 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 07/01/2023 to and including 06/30/2024. The City and the vendor may mutually agree to renew and continue this Master Purchase Order for additional periods at the same pricing structure, terms and conditions. However, no renewal shall surpass 06/30/2028.

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 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 Agreement notwithstanding, in no event shall the City be liable for aggregate payments under this Master Purchase Order in excess of four million five hundred thousand dollars (\$4,500,000.00). The Vendor acknowledges that any goods/services provided beyond those specifically described in **Exhibit A and B** 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 that the amount appropriated and encumbered is sufficient to cover any increase in cost due to changes or amendments. Goods/services provided without such verification are provided at Vendor's risk. The Vendor has no authority to bind City on any contractual matters.

12. Warranty:

Vendor warrants and guarantees to City that all goods furnished under this 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 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 Purchase Order up to the total Master Purchase Order Amount. Notwithstanding anything contained in this Purchase Order to the contrary, City in no way limits or waives the rights, immunities and protections provided by C.R.S. § 24-10-101, et seq.

14. Termination:

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

15. Interference:

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

16. Venue, Choice of Law and Disputes:

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

17. Assignment/No Third-Party Beneficiary:

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

18. Notice:

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

19. Compliance With Laws:

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

20. Insurance:

Vendor 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 the Vendor. The 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 the 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 Contractor 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. The Contractor 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:

The 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 the 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 licenses 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. Prevailing Wages

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

- 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.

Date bid or proposal issuance was advertised 03/16/2023.

- a. Wages can be found here: <https://www.denverauditor.org/denverlabor/>
- b. 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
- c. 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.

- d. 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.
- e. 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.

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

This Master Purchase Order is acknowledged and agreed to by:

City & County of Denver, Purchasing Division

Vendor Name: Imperial Paper / OBA Western Paper
(Company Name)

By: [Signature]
(Authorized Signature)

Print Name: Jeff Hartman

Title: Key Account Manager

Date: 4-21-2023

By: _____

Print Name: _____

Title: _____

Date: _____

Procurement Manager: MICHAEL ROMERO_GS DCPO

Digitally signed by MICHAEL ROMERO_GS DCPO
Date: 2023.04.20 14:38:54 -0600

EXHIBIT "A"

Supplier: Imperial Bag & Paper CO LLC, dba Western
Paper Distributors
Solicitation/ Award Title: DEN Paper Towels
Solicitation No. /Internal File Reference Location: 0238A

It is recommended that you use your Supplier Contract No. SC-00007831, in all future correspondence and/or other communications.

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

SCOPE OF WORK/ REQUIREMENTS:

Imperial Bag & Paper CO LLC, dba Western Paper Distributors shall supply and deliver SCA TORK #290088 Tork Universal Matic® Hand Towel Roll, 1-Ply, Natural ECOLOGO® and Green Seal[TM] Certified, EPA Compliant and Compostable Verified Roll Towels (7.7" x 700"/6 rolls per case) "No Substitute". As outlined in ROLL TOWEL PURCHASE AND DELIVERY REQUIREMENTS. The SCA #290088 delivered unit per case price shall include supplying, installing of and on-going full-service maintenance (scheduled and unscheduled) of approximately 400 each of the SCA TORK# 461222 ADA Compliant Tork Image Design[TM] Matic® Hand Towel Roll Dispenser with Intuition® Sensor, Recessed, Stainless Steel Systems "No Substitute" throughout DEN. As outlined in DISPENSER MAINTENANCE REQUIREMENTS.

ROLL TOWEL PURCHASE AND DELIVERY REQUIREMENTS:

- a) Vendor shall provide weekly scheduled deliveries of SCA TORK #290088 Tork Universal Matic® Hand Towel Roll, 1-Ply, Natural ECOLOGO® and Green Seal[TM] Certified, EPA Compliant and Compostable Verified Roll Towels (7.7" x 700"/6 rolls per case) "No Substitute". Delivery and service truck drivers and personnel must be dependable and familiar with the rules and regulations of DEN, particularly as regards driving on the airfield. Deliveries will be made at the DEN Airport Office Building loading dock. The delivery driver will be required to have a powered pallet jack to transport the material from the loading dock area to the designated storage area.

DISPENSER MAINTENANCE REQUIREMENTS:

- a) Vendor will provide at no cost to DEN. SCA TORK# 461222 ADA Compliant Tork Image Design[TM] Matic® Hand Towel Roll Dispenser with Intuition® Sensor, Recessed, Stainless Steel Systems "No Substitute" Touch-free, stainless steel electric roll towel machine equipped for commercial use that is powered by D-cell batteries at Denver International Airport (DEN). DEN may also request the availability of dispensers with an AC adapter. Each unit should have multiple towel length and dispensing settings to accommodate high-traffic areas. The unit must be mountable within a recessed compartment. The vendor must also mount on the wall surface in areas that recessed compartments are unavailable.
- b) The Vendor shall provide quarterly scheduled paper towel dispenser maintenance that shall occur every 2nd Wednesday of the quarter starting after 9:00 PM. With approval of Contract Compliance Supervisor, this may be conducted over two consecutive days or weeks if necessary. Inclement weather may require rescheduling. The Contract Compliance Group may request a later start time based on passenger volume, all request for service time changes will be made to the Vendor in writing.

- c) The Vendor shall, if applicable, establish a work schedule as set forth in the contract, maintenance agreement or requisition. In no case shall work be performed before or after the schedule times without approval by the Contract Compliance Supervisor or designee. In addition, the contractor will provide a periodical cleaning form showing the completion of work for that time period.
- d) All Vendor personnel providing maintenance services on towel dispensers shall be badged by DEN Security. Airfield driving may be required, the Contract Compliance Group will provide the vendor with an escort to access the airfield.
- e) The Vendor shall supply, install and provide on-going full-service maintenance of approximately 400 paper towel machines at DEN including all public restrooms in Main Terminal, A-concourse, B-concourse, C-concourse, AOB, fitness center, and all outlying buildings to include: the Maintenance Center, Ground Transportation, A/C & B-turnstile buildings, and any other area not listed but requested by the Contract Compliance Group. The quarterly maintenance service shall include, but not limited to, the following:
 - While on site all contractor employees shall wear and have the company logo on their uniform.
 - Clean inside each dispenser, blowing out all dust and towel residue.
 - Perform preventative maintenance; worn part replacement, lubrication, re-securing of unit and/or frame etc., adjusting towel length and time delay.
 - Replace worn out dispensers that are no longer operable.
 - Any adjustment keys/pins need to be provided to the Contract Compliance Group.
 - Response to all maintenance calls shall be made within forty-eight (48) hours after being contacted.
 - Batteries are **EXCLUDED** from vendor maintenance. DEN will supply and replace batteries. Vendor shall notify the DEN Contract Compliance Coordinator of dispensers that show low battery strength as part of each quarterly service.
- f) The Vendor shall supply an additional twenty-five complete machines, as well as critical parts on-site for stocking and emergency replacement.
- g) The Vendor shall replace defective units as necessary without charge to DEN. DEN shall not be responsible for loss or damage to the Contractor provided units.
- h) The Vendor is responsible for customization of roll towel dispenser enclosures to allow for proper fitment of the roll towel dispenser. Vendor shall be required to provide a matching stainless frame to be used to cover the gap between the enclosure and the machine. The current enclosures are over 20 years old and have many holes drilled through them, requiring the Vendor to affix a new backing to secure the machine to the wall.
- i) Vendor shall submit a written report of any damage to the building, fixtures or equipment caused by its employees within (24) hours of incident. Contractor shall be held liable for any damage caused by the negligence of their employees.
- j) At the end of the agreement, the Vendor may be required to remove all units in coordination with the Contract Compliance Supervisor.

ESTIMATED QUANTITIES:

The City does not guarantee any quantity of item listed herein to be ordered during the coming year. However, for information only, consumption during the past year amounted to a weekly delivered quantity of 300 to 400 cases of SCA TORK #290088 Tork Universal Matic® Hand Towel Roll, 1-Ply, Natural ECOLOGO® and Green Seal[™] Certified, EPA Compliant and Compostable Verified Roll Towels (7.7" x 700'/6 rolls per case).

F.O.B. POINT:

Prices shall be F.O.B. Denver International Airport, AOB Loading Dock, 8500 Pena Blvd., Denver, CO 80249 unloaded and stacked.

DELIVERY CONSIDERATIONS:

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

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.

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.

ANNUAL PRICING UPDATES:

Due Date for Annual Pricing Updates

PRICING UPDATE DUE DATE	PRICING PERIOD
June 15 th	July 1 through June 30

The vendor must provide a complete template that includes both items with price changes as well as items where changes are not requested. Items with price increases must be clearly identified.

Pricing is adjustable at twelve (12) months after the date of award and thereafter annually for the life of the contract, in an amount not to exceed the average of the Consumer Price Index (CPI) or 5%, whichever is less, for all Urban Consumers, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence annually, the vendor's request for adjustment shall be submitted no later than June 15th, utilizing the available index at the time of request. The vendor adjustment request shall not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the City will assume the vendor has agreed to continue without a pricing adjustment. Any adjustment request received after June 15th shall not be considered.

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.

PALLET CHARGE:

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

VENDOR PERFORMANCE MANAGEMENT:

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 GOODS

- Total dollar value of purchases per City Agency
- Total number of transactions per City Agency
- Percentage of items shipped from local stock
- Percentage of items backordered
- Average delivery time for stock material
- Average delivery time for backorders

Supplier may also be required to provide additional specific reporting/data as required.

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 master purchase order 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.

Vendor(s) must contract directly with any interested governmental agency concerning the matters within this MPO.

EXHIBIT "B"

IFB 0238A Pricing firm and fixed 7/1/2023 through 6/30/2024

Brand Name Only/ No Substitute				
Bid Item	Description	Price per CASE Delivered Cost	Estimated Yearly Quantity 400 Cases weekly X 52 = 20800 Cases	Extended Cost (Price per CASE X Quantity Estimated) Delivered Cost
1	SCA TORK #290088 Universal Matic® Hand Towel Roll, 1-Ply, Natural ECOLOGO® and Green Seal[™] Certified, EPA Compliant and Compostable Verified Roll Towels (7.7" x 700'/6 rolls per case) "No Substitute"	\$ 35.95	20800	\$ 747,760
ESTIMATED YEARLY TOTAL				\$ 747,760
Suppliers affirms by signing coversheet that they will provide the exact items as specified herein.				