

Master Purchase Order

DO NOT INVOICE TO THIS ADDRESS	 DENVER <small>THE MILE HIGH CITY</small>	Supplier Contract No.	SC-00005021		
City & County of Denver		Date:	07/01/2020	Revision No.	
Purchasing Division		Payment Terms	NET 30	Ordinance (if applicable):	
201 West Colfax Avenue, Dept. 304		Freight Terms	DESTINATION		
Denver, CO 80202		Ship Via	BEST WAY		
United States		Buyer:	Scott Harris		
Phone: 720-913-8100 Fax: 720-913-8101		Phone:	720 9138154		

Vendor ID: 0000001040 Phone: 800 345 5445

Email: kris@kenzandlestie.com

KENZ AND LESLIE DISTRIBUTING CO., INC.
 4800 VAN GORDON ST
 WHEAT RIDGE, CO 80033
 Attn: Kris Hammond
 Colorado Secretary of State ID:19871182090
 U.S. Federal SAM Registry Verification Date: 06/26/2020

Ship To: MULTIPLE CITY LOCATIONS

Bill To: As Specified by Agency

1. Goods/Services:

Kenz and Leslie Distributing Co 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.

2. Ordering:

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

3. Pricing:

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

4. Initial Term and Extension or Renewal:

The effective period of this Master Purchase Order shall be from date of City signature to and including **June 30, 2023**. It is also a specific provision of this Master Purchase Order that the City and the vendor may mutually agree to renew and continue the contract or agreement consummated under this Master Purchase Order for additional periods of one year at the same prices, terms and conditions. However, no more than two (2) yearly extensions shall be made to the original Master Purchase Order.

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:

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.

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 **Five Hundred Fifty Thousand dollars and zero cents (\$550,000.00)**. 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 set off 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 and that any professional services associated with the goods, or standalone professional services under \$10,000, shall be performed in a workmanlike and professional manner with the degree of skill and judgment normally exercised by recognized professionals performing services of the same or substantially similar nature. For any goods or services which are, or become defective within twelve (12) months (unless otherwise specified) after date of receipt by City, Vendor shall at no expense to City, at City's election and to City's satisfaction, either remedy any and all defects or replace the defective goods 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. 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 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 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 Master Purchase Order, or any extension thereof, during any warranty period, and for three (3) years after termination of this Master Purchase Order. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, City must be notified by Vendor. Vendor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Master Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of Vendor. Risk Management reserves the right to require additional policies and/or limits based on agreement scope of work. Vendor shall provide a copy of this Master Purchase Order to its insurance agent or broker. Vendor may not commence services or work relating to the Master Purchase Order prior to placement of coverage. Contractor certifies that the attached certificate of insurance attached to the Master Purchase Order documents, preferably an ACORD certificate, complies with all insurance requirements of this Master 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 Master Purchase Order shall not act as a waiver of Vendor's breach of this Master 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 Master 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 Master 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 Master Purchase Order. For Commercial General Liability coverage, the policy must provide the following: (i) That this Master 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.

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. Bonds shall survive as long as any warranty 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, 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.

25. 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.

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:

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.

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

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

b. The Contractor certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

(2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

c. The Contractor also agrees and represents that:

(1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Contractor to comply with any and all federal requirements related to use of the E-Verify Program

including, by way of example, all program requirements related to employee notification and preservation of employee rights.

- (5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.
- (6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S, or the City Auditor, under authority of D.R.M.C. 20-90.3.

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

32. MBE/WBE Procurement Goals– Provision for Contracts/Master Purchase Orders:

- A. This Agreement [Master Purchase Order] is subject to all applicable provisions of Article V, of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), designated as §§ 28-117 –137 and 28-152 –28-158, D.R.M.C., (referred to in this Agreement [Master Purchase Order] as the “MBE/WBE/SBE Purchasing Ordinance”) and any Rules or Regulations promulgated pursuant thereto. The Contractor [Consultant][Vendor] identified in its bid [proposal] the participating MBE and/or WBE firms that will be used to satisfy the procurement goal, whether as a self-performing bidder or proposer, a subcontractor, or member of a joint venture and a total participation level by such firms of 100%. The procurement goal for MBE/WBE participation established for this Agreement by the Division of Small Business Opportunity (DSBO) is 0 %.
- B. Under §28-132, D.R.M.C., the Contractor [Consultant][Vendor] has an ongoing, affirmative obligation to maintain for the duration of this Agreement [Master Purchase Order], at a minimum, compliance with its originally achieved level of MBE and WBE participation upon which this Agreement [Master Purchase Order] was awarded, unless the City initiates a material alteration to the scope of work affecting MBEs or WBEs performing on this Agreement [Master Purchase Order] through contract amendment or otherwise as set forth in §28-133, D.R.M.C. The Contractor [Consultant][Vendor] acknowledges that:
1. It must establish and maintain records and submit regular reports, as required, which will allow the City to assess progress in achieving the M/WBE participation goal.
 2. If any contract modifications are issued under the Agreement [Master Purchase Order], the Contractor [Consultant][Vendor] shall have a continuing obligation to immediately inform DSBO in writing of any agreed upon increase or decrease in the scope of the procurement 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 the procurement has been reduced to writing at the time of notification.
 3. If any contract modifications are issued under the contract, that include an increase in the amount of covered goods or scope of covered services under the Agreement [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 performance by an M/WBE at the time of contract award, such contract modification shall be immediately submitted to DSBO for notification purposes. Those amendments or other contract modifications that involve a changed scope of goods or services that cannot be performed by existing project subcontractors or by the Contractor [Consultant][Vendor] shall be subject to a goal for M/WBEs equal to the original goal on the contract which was included in the bid or proposal. The Contractor [Consultant][Vendor] Consultant shall satisfy such goal with respect to such changed scope of procurement by soliciting new M/WBEs in accordance with §28-133, D.R.M.C., as applicable, or the Contractor [Consultant][Vendor] must show each element of modified good faith set out in §28-135(d), D.R.M.C. The Contractor [Consultant][Vendor] shall supply to the director the documentation described in §28-135(d), D.R. M.C. with respect to the increased dollar value of the contract [master purchase order].
 4. Failure to comply with these provisions may subject the Contractor [Consultant][Vendor] to sanctions set forth in the MBE/WBE/SBE Purchasing Ordinance. Should any questions arise regarding specific circumstances, the Contractor [Consultant][Vendor] must consult the MBE/WBE/SBE Purchasing Ordinance or contact the designated DSBO representative at (720) 913-1999.

33. FEDERAL PROVISIONS:

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

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). **DAVIS-BACON ACT COMPLIANCE** Contractor 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** Contractor 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** Contractor 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** Contractor 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** Contractor 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.). Contractor 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** The Contractor 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** Contractor 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, the Contractor 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. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

This Master Purchase Order is acknowledged and agreed to by:

Vendor Name: <u>Kenz & Leslie Distributing Co Inc.</u> (Company Name)	City & County of Denver, Purchasing Division
By: <u></u> (Authorized Signature)	By: <u>Scott Harris</u>
Print Name: <u>Kristofer S. Hanna</u>	Print Name: <u>Scott Harris</u>
Title: <u>Manager</u>	Title: <u>Associate Procurement Analyst</u>
Date: <u>7/13/20</u>	Date: <u>07/07/2020</u>
	Supervisor Initial: <u>TS</u>

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

EXTENSION / RENEWALS CONT'D: (OPTIONAL)

Extension No. ____

The contract made and entered into by your company and the City and County of Denver pursuant to the above referenced Supplier Contract No. (SC) expires on _____.

Should you desire to extend this contract to and including _____ and revise the aggregate amount to \$ _____, please return this page with your signature.

City & County of Denver, Purchasing Division

Vendor Name: Kenz & Leslie Distributing Co Inc.
(Company Name)

By: _____
(Authorized Signature)

Print Name: _____

Title: _____

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Note:

Extension No. ____

The contract made and entered into by your company and the City and County of Denver pursuant to the above referenced Supplier Contract No. (SC) expires on _____.

Should you desire to extend this contract to and including _____ and revise the aggregate amount to \$ _____, please return this page with your signature.

Vendor Name:

City & County of Denver, Purchasing Division

Kenz & Leslie Distributing Co Inc.
(Company Name)

By: _____
(Authorized Signature)

Print Name: _____

Title: _____

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT "A"

Vendor: Kenz & Leslie Distributing Co Inc.
Title: Aftermarket Auto Parts
Solicitation No.: 0010A2020

**It is recommended that you use your Supplier Contract No. SC-00005021,
in all future correspondence and/or other communications.**

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

VENDOR PERFORMANCE MANAGEMENT:

Awarded vendors are required to furnish a performance report to the buyer 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

1) PARTS AND COMPONENT CONSIDERATIONS

a) PRODUCT RETURN PROTOCOL

- i) Agencies shall receive full credit for any parts/ components returned within 365 calendar days of initial delivery, including any applicable core charges for a new part and/or a part returned for a core credit.
- ii) Agencies shall receive a minimum of one-half (1/2) or greater credit for any parts/ components returned within 366-730 calendar days of initial delivery, including any applicable core charges for a new part and/or a part returned for a core credit.
- iii) Vendor shall contact each using agency within thirty (30) calendar days of agreement initiation to collaborate in relation to return parts/ components protocol(s).

b) PALLETS

- i) All pallets supplied shall be non-returnable (unless City agency requires it) and no deposit nor charges shall be applied.

c) PARTS CONSIGNMENT

- i) The Vendor shall consider consignment requests on behalf of City agencies.

(1) The Purchasing Division will arbitrate consignment arrangements when necessary.

d) PARTS AND COMPONENT CONSIDERATIONS:

- i) Standard City Parts and Component Delivery Protocol:
- ii) Unit prices to be inclusive of shipping and freight: F.O.B. Destination- Denver, Colorado-City and County of Denver property, delivered to multiple City locations.
- iii) The vendor will be required to maintain adequate local inventories to cover standard orders and usage by requesting City Agencies.
 - (1) The City shall coordinate with the awarded Vendor after the agreement has been signed, to identify a list what must be carried in local inventory by the awarded Vendor and what will be used on a standard basis by the City.
 - (a) This list is subject to change at the City's sole discretion
- iv) The Vendor shall have the ability to provide a minimum of two (2) deliveries to each City owned maintenance facility, F.O.B. Point for repair parts. Additional delivery locations may be added or removed by the City during the life of this agreement. No additional charges will be accepted for new or removed locations.
- v) Delivery of in-stock / on-hand Parts/ Components, as agreed upon by both parties, at accepted vendor's location are to be delivered FOB Destination-City and County of Denver property at no charge.
 - (1) Orders received Monday-Friday before 12:00 PM requires same day delivery in the afternoon by 5:00 PM or earlier.
 - (2) Orders received Monday-Friday after 12:00 PM requires next business day (Monday-Friday) delivery before 12:00 PM or earlier.
- vi) The vendor shall collaborate with City agencies regarding their specific delivery requirements including but not limited to weekend and potential swing and night shift requirements during periods of emergency.
- vii) Deliveries of items not at accepted vendor location that require shipment from outside the Denver Metro Area are anticipated within forty-eight (48) hours (Monday through Friday excluding holidays) from the time the order is placed with the Vendor, at no charge for all freight costs, for all stock and non-stock items.
- viii) Upon initial parts price and availability request by the City, the accepted vendor shall contact the agency via email within two (2) hours of the initial City request and communicate the anticipated lead-time and pricing of the requested items.
- ix) The Vendor is to be able to accommodate a City of Denver need for next day delivery for all stock and non-stock items by City Agencies, as required; the City shall only compensate the Vendor for the balance of the next day freight costs versus standard delivery costs. Approval for any of these

delivery needs must be provided by an authorized City Agency in writing prior to choosing any shipping option other than standard shipping

- (1) The City defines next day delivery as delivery to the City location within twenty-four (24) hours from the time of the City's initial request
- (2) The City defines two-day shipping as within forty-eight (48) hours from the time of the City's initial request
- (3) The City may request that the Vendor provide a quote that identifies the cost of the materials via standard shipping and/or a quote that identifies twenty-four (24) hour shipping, in order to determine if the expedition of the materials is required.
- (4) However, the City shall not compensate the vendor for any freight costs for those items specifically identified by each agency in writing that the vendor is to routinely stock for that agency, including any next day or two-day shipping costs.

x) Vendor will allow the City to pick up parts within two (2) business hours after an order has been placed- when required.

xi) Continual shortages and expedite requirements on the part of the City due to the accepted vendor's inventory shortages may result in termination of Master Purchase Order agreement.

e) GENUINE MANUFACTURER ASSURANCE

- i) Supplied Parts and Components Nomenclature/ Identifiers are to correspond with Genuine Original Equipment Manufacturer (OEM) part numbers.
- ii) No substitutions for OEM parts can be made by the Vendor to the City without prior written authorization.

f) PROCUREMENT METHODOLOGIES-DEFINITIONS

- i) P-CARD: City Agency may utilize a City Credit Card (Procurement Card)
- ii) Blanket PO (Purchase Order): City Agency may establish a Blanket PO; the Agency will place multiple orders using the same PO Number and the Vendor will be required to invoice indicating the same PO number for multiple purchases over time.
- iii) PO- City Agency may issue a single PO for a specific set of items for a specific instance; the Vendor will be required to invoice indicating the specific PO number.
- iv) Catalog: The City Agency will order items through the City's ERP 'Catalog File' and issue the vendor PO's. The Purchasing Division, City Agency, and Vendor will continually collaborate to identify and update specific items and their pricing in the City 'Catalog'.
- v) Note: The City reserves the right to add/ delete/ change procurement methodologies for manufacture line items herein throughout the term of Master Purchase Order agreement and any renewal periods.

g) PARTS AND COMPONENT BILLING

- i) Vendor shall be able to accommodate combined periodic billing as required.
- ii) Vendor shall have the capability of having multiple City accounts, with each identifying specific City Agencies for each account
 - (1) This requirement is to also include the name of the individual from the City that has placed the order
- iii) Payment methodology may include, ACH, check or credit card (P-Card/ Procurement Card) for replacement parts
- iv) The vendor cannot offer a separate pricing structure or charge an additional fee(s) for procurement (credit) card purchases for parts and components.

h) PARTS AND COMPONENTS PRICE UPDATES

- i) Vendors shall provide a parts/components price list that will be effective at the beginning of the awarded contract with the City.
- ii) For any parts/components not provided in the price list, the City shall assume that the price charged by the Vendor on the first time the part/component is ordered and charged as the effective price, unless an updated price list is provided by the Vendor that follows the following protocols
- iii) Price list(s) changes/ updates will be allowed to go in effect only if preceded by a fifteen (15) calendar day written notice by the vendor to the City.
- iv) Vendors will be allowed to submit price list changes only once in any one (1) 365 calendar day time period.
- v) Vendor updated pricing is to be submitted in writing or via email to Purchasing and City agencies.
- vi) Revised Published Price Lists will be accepted only in the event of an industry-wide price change, as evidenced by the issuance of revised price lists by the manufacturer and/or a justification acceptable to the Director of Purchasing.
- vii) Percentage Price Adjustment Rates shall remain firm and fixed for the duration of the contract

i) CATALOG (PARTS/ COMPONENTS):

- i) The City has implemented a SKU (Stock Keeping Unit) inventory-tracking module into its financial system, known internally as the 'Catalog';
- ii) It is a specific requirement of this solicitation that an awarded vendor(s) collaborate with the City to introduce and maintain specific SKU's/ Items within the City's 'Catalog' (as required);

- iii) The protocol for the City/ Vendor/ SKU 'Catalog' collaboration includes but is not limited to the following:
 - iv) Specific items will be identified by the City to become a SKU/Catalog Item;
 - (1) The City and vendor will collaborate to determine the SKU/Catalog Item description;
 - (2) Specific SKU/Catalog Item pricing will be determined by applying the vendor's price percentage adjustment to the price list and price column identified by the vendor for each SKU/Catalog Item or as determined by specific bid price for the SKU/Catalog Item (as applicable);
 - (3) The SKU/Catalog Item price will be fixed for finite periods as determined by the City;
 - (4) City Agencies will order the SKU/Catalog Item via the City's Purchasing Division's Procurement Module and issue the vendor Purchase Orders;
 - (5) The vendor shall enter/ populate City SKU/Catalog Item upload templates with required information and pricing
- 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.

- 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:

Initial pricing submitted must be honored for a minimum of one (1) calendar year from the date of City signature. Pricing updates are allowed once in a 365-day period following the initial period. Updates to pricing of any item within a given bid group constitutes an update for the group.

Sample Due Dates for Annual Pricing Updates on List & Discount Bids ONLY

PRICING UPDATE DUE DATE	PRICING PERIOD
December 15 th	January 1 through December 31

Pricing updates must be based upon documented manufacturer's price increases and must be verifiable. Discount percentages quoted must remain constant.

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.

If the 15th of the month falls on a Holiday or Weekend, pricing update is due the next business day.

If the pricing update for items in the Catalog File is not submitted by the 15th, pricing will remain unchanged for the following year.

RETURN TO:
Department of General Services
PURCHASING DIVISION
201 West Colfax Avenue
Department 304, 11th Floor
Denver, CO 80202
Phone: (720) 913-8100
FAX: (720) 913-8101

CITY AND COUNTY OF DENVER



Department of General Services
PURCHASING DIVISION
www.denvergov.org/purchasing

Buyer: Scott Harris
720 913 8154

FORMAL PROPOSAL

Formal Proposal No. 0010A

AFTERMARKET AUTO PARTS

SCHEDULE OF EVENTS

• Proposal Issued	June 04, 2020		
• Pre-Proposal Conference via Skype			
Contact information available Page 5	June 10, 2020	11:00 A.M.	Local Time
• Deadline to Submit Additional Questions	June 12, 2020	10:00 A.M.	Local Time
• Response to Written Questions	June 16, 2020		
• Proposal Due Date	June 22, 2020	12:00 P.M	Local Time

Vendor offers to furnish to the City and County of Denver the materials, supplies, products or services requested in accordance with the specifications and subject to the Terms and Conditions described herein.

VENDOR SIGN HERE

Company Name: Kenz & Leslie Distributing

By: Kristofer S Hammon
(Printed or Typed Name)

Signature: *Kris Hammon*
Signature constitutes acceptance of all Terms and Conditions listed on this form and all documents attached.

Email: kris@kenzandlelie . com

Phone: 303.619.5125

THIS PROPOSAL MUST BE RETURNED ELECTRONICALLY THROUGH THE ROCKY MOUNTAIN E-PURCHASING SYSTEM (BIDNET®).

Awarded

ITEM G.

- BG™ NO APPROVED EQUALS OR EQUIVALENTS
- CARS, LIGHT TRUCKS, MEDIUM AND HEAVY TRUCKS, EQUIPMENT
- QUALITY STANDARD: BG™ NO APPROVED EQUALS OR EQUIVALENTS
- <https://www.bgprod.com/>
- INDICATE:

i. MANUFACTURER: BG™

ii. LIST SHEET: Attached

iii. LIST SHEET PUBLISH DATE: 6/16/20

iv. PRICE COLUMN: D

v. PERCENTAGE PRICE ADJUSTMENT (-) FOR DISCOUNT OR
(+) FOR PREMIUM: 0 %

SUPPLEMENTAL PRICING SUBMITTAL:

YES, fill in required information and pricing in the Excel Workbook Worksheet that correlates with this Item.

vi. AGENCY PROCUREMENT METHODOLOGY: P-CARD, BLANKET PO, PO,
ITEM FILE (as required)

i. PROPOSER COMPANY NAME:

Kenz & Leslie Distributing

Exhibit A

Item ID	Descript	Ordering UOM	2019 Price	2020 Price	Vendor ID	Manufacturer	Manufacturer Part Number	Vendor Name
000000000000053113	AUTO CHEM BG1290 X-TREME MOTORCYCLE KIT	EA	\$ 14.40	\$ 15.15	0000001040	BG PRODUCTS INC	001290	KENZ & LESLIE DISTRIBUTING CO
	AUTO CHEM BG002088 FUEL INDUCTION KIT	EA	\$ 35.40	\$ 37.20	0000001040	BG PRODUCTS INC	002088	KENZ & LESLIE DISTRIBUTING CO
000000000000046742	AUTO CHEM BG3020 TRANNY ADDITIVE KIT	EA	\$ 19.35	\$ 20.35	0000001040	BG PRODUCTS INC	003020	KENZ & LESLIE DISTRIBUTING CO
000000000000052345	AUTO CHEM BG003050 108/332	EA	\$ 31.10	\$ 32.70	0000001040	BG PRODUCTS INC	003050	KENZ & LESLIE DISTRIBUTING CO
	AUTO CHEM BG007050 7083 / 709	EA	\$ 24.95	\$ 26.20	0000007050	BG PRODUCTS	007050	KENZ & LESLIE DISTRIBUTING CO
000000000000046743	AUTO CHEM BG008010 STOP SQUEAL KIT	EA	\$ 9.10	\$ 9.60	0000001040	BG PRODUCTS INC	008010	KENZ & LESLIE DISTRIBUTING CO
00000000000006887	AUTO CHEM BG106 AUTOMATIC TRANSMISSION	EA	\$ 7.95	\$ 8.35	0000001040	BG PRODUCTS INC	106	KENZ & LESLIE DISTRIBUTING CO
00000000000006885	AUTO CHEM BG107 RF-7	EA	\$ 9.10	\$ 9.60	0000001040	BG PRODUCTS INC	107	KENZ & LESLIE DISTRIBUTING CO
000000000000047006	AUTO CHEM BG108 QUICK CLEAN FOR POWER STEERING	EA	\$ 8.95	\$ 9.40	0000001040	BG PRODUCTS INC	108	KENZ & LESLIE DISTRIBUTING CO
00000000000006888	AUTO CHEM BG109 COMPRESSION PERFORMANCE RESTORATION CAN	EA	\$ 7.80	\$ 8.20	0000001040	BG PRODUCTS INC	109	KENZ & LESLIE DISTRIBUTING CO
00000000000006889	AUTO CHEM BG10932 COMPRESSION PERFORMANCE RESTORATION	EA	\$ 22.20	\$ 23.35	0000001040	BG PRODUCTS INC	10932	KENZ & LESLIE DISTRIBUTING CO
00000000000006884	AUTO CHEM BG110 MOTOR OIL ADDITIVE	EA	\$ 9.30	\$ 9.80	0000001040	BG PRODUCTS INC	110	KENZ & LESLIE DISTRIBUTING CO
000000000000051493	AUTO CHEM BG1102 MOTOR OIL ADDITIVE 2.5 GALLON JUG	EA	\$ 229.50	\$ 241.00	0000001040	BG PRODUCTS INC	1102	KENZ & LESLIE DISTRIBUTING CO
00000000000006890	AUTO CHEM BG11232 DIESEL OIL CONDITIONER (D.O.C.)	EA	\$ 21.45	\$ 22.55	0000001040	BG PRODUCTS INC	11232	KENZ & LESLIE DISTRIBUTING CO
00000000000006891	AUTO CHEM BG116 ENGINE PERFORMANCE CONCENTRATE	EA	\$ 7.75	\$ 8.15	0000001040	BG PRODUCTS INC	116	KENZ & LESLIE DISTRIBUTING CO
00000000000006892	AUTO CHEM BG12032 ENGINE PURGE 1 QUART	EA	\$ 27.40	\$ 28.80	0000001040	BG PRODUCTS INC	12032	KENZ & LESLIE DISTRIBUTING CO
000000000000047010	AUTO CHEM BG2021 SUPERCHARGE II (GALLON)	GAL	\$ 54.75	\$ 57.50	0000001040	BG PRODUCTS INC	2021	KENZ & LESLIE DISTRIBUTING CO
	AUTO CHEM BG2022 SUPERCHARGE II (2.5 GAL)	EA	\$ 135.90	\$ 142.70	0000001040	BG PRODUCTS INC	2022	KENZ & LESLIE DISTRIBUTING CO.
00000000000006893	AUTO CHEM BG202 SUPERCHARGE II	EA	\$ 6.80	\$ 7.15	0000001040	BG PRODUCTS INC	2026	KENZ & LESLIE DISTRIBUTING CO
00000000000006894	AUTO CHEM BG203 CF5	EA	\$ 9.45	\$ 9.95	0000001040	BG PRODUCTS INC	203	KENZ & LESLIE DISTRIBUTING CO
	AUTO CHEM BG203100 CF5 (3.0 OZ. BOTTLE)	EA	\$ 5.65	\$ 5.95	0000001040	BG PRODUCTS INC	203100	KENZ & LESLIE DISTRIBUTING CO
00000000000006895	AUTO CHEM BG206 AIR INTAKE CLEANER	EA	\$ 9.00	\$ 9.45	0000001040	BG PRODUCTS INC	206	KENZ & LESLIE DISTRIBUTING CO
00000000000006896	AUTO CHEM BG208 CLEANER FUEL INJECTOR 4	EA	\$ 17.10	\$ 18.00	0000001040	BG PRODUCTS INC	208	KENZ & LESLIE DISTRIBUTING CO
	AUTO CHEM BG20810044K (3.0 OZ. BOTTLE)	EA	\$ 10.35	\$ 10.90	0000001040	BG PRODUCTS INC	208100	KENZ & LESLIE DISTRIBUTING CO
00000000000006898	AUTO CHEM BG20932 FUEL INDUCTION SYSTEM CLEANER	EA	\$ 22.90	\$ 24.05	0000001040	BG PRODUCTS INC	20932	KENZ & LESLIE DISTRIBUTING CO
00000000000006899	AUTO CHEM BG210 CONCENTRATED FUEL INJECTION CLEANER	EA	\$ 11.50	\$ 12.10	0000001040	BG PRODUCTS INC	210	KENZ & LESLIE DISTRIBUTING CO
00000000000006905	AUTO CHEM BG23032 DFC PLUS DIESEL FUEL CONDITIONER	EA	\$ 23.00	\$ 24.15	0000001040	BG PRODUCTS INC	23032	KENZ & LESLIE DISTRIBUTING CO
00000000000006911	AUTO CHEM BG24432 244 DIESELS ONLY	EA	\$ 38.80	\$ 40.75	0000001040	BG PRODUCTS INC	24432	KENZ & LESLIE DISTRIBUTING CO
00000000000006913	AUTO CHEM BG248 MAXIMUM DIESEL PERFORMANCE	EA	\$ 10.35	\$ 10.90	0000001040	BG PRODUCTS INC	248	KENZ & LESLIE DISTRIBUTING CO
	AUTO CHEM BG25632 DIESEL THAW	EA	\$ 11.65	\$ 12.25	0000001040	BG PRODUCTS INC	25632	KENZ & LESLIE DISTRIBUTING CO.
00000000000006915	AUTO CHEM BG280 FUEL SYSTEM DRIER	EA	\$ 6.70	\$ 7.05	0000001040	BG PRODUCTS INC	280	KENZ & LESLIE DISTRIBUTING CO
00000000000006916	AUTO CHEM BG310 CONDITIONER PLUS AUTOMA	EA	\$ 11.10	\$ 11.70	0000001040	BG PRODUCTS INC	310	KENZ & LESLIE DISTRIBUTING CO
	AUTO CHEM BG31216 UNIV. SYNTH. ATF 16-GAL. DRUM	EA	\$ 551.65	\$ 579.25	0000001040	BG PRODUCTS	31216	KENZ & LESLIE DISTRIBUTING CO
00000000000006917	AUTO CHEM BG31232 UNIVERSAL SYNTHETIC AUTOMATIC TRANS FLUID	EA	\$ 12.95	\$ 13.60	0000001040	BG PRODUCTS INC	31232	KENZ & LESLIE DISTRIBUTING CO
	AUTO CHEM BG3124 UNIV SYNTHETIC ATF 4-GAL	EA	\$ 143.35	\$ 150.55	0000001040	BG PRODUCTS INC	3124	KENZ & LESLIE DISTRIBUTING CO
	AUTO CHEM BG3125 UNIV SYNTHETIC ATF 5-GAL	EA	\$ 172.90	\$ 181.55	0000001040	BG PRODUCTS INC	3125	KENZ & LESLIE DISTRIBUTING CO
000000000000047005	AUTO CHEM BG31253 UNIV SYNTHETIC AUTO TRANS FLUID 53 GAL	EA	\$ 1,640.60	\$ 1,722.65	0000001040	BG PRODUCTS INC	31253	KENZ & LESLIE DISTRIBUTING CO
	AUTO CHEM BG312B UNIV SYNTHETIC ATF (BULK)	GAL	\$ 27.60	\$ 29.00	0000001040	BG PRODUCTS INC	312B	KENZ & LESLIE DISTRIBUTING CO
000000000000051716	AUTO CHEM BG31432 AUTOMATIC TRANSMISSION FLUID (1-QUART)	EA	\$ 11.15	\$ 11.75	0000001040	BG PRODUCTS INC	31432	KENZ & LESLIE DISTRIBUTING CO
000000000000051692	AUTO CHEM BG31453 FULL-SYNTHETIC AUTO TRANSMISSION FLUID	EA	\$ 1,482.55	\$ 1,556.70	0000001040	BG PRODUCTS INC	31453	KENZ & LESLIE DISTRIBUTING CO
000000000000051693	AUTO CHEM BG314B FULL-SYNTHETIC AUTO TRANSMISSION FLUID	GAL	\$ 23.85	\$ 25.05	0000001040	BG PRODUCTS INC	314B	KENZ & LESLIE DISTRIBUTING CO
000000000000052346	AUTO CHEM BG31832 FULL-SYNTHETIC CVT FLUID	EA	\$ 18.10	\$ 19.05	0000001040	BG PRODUCTS INC	31832	KENZ & LESLIE DISTRIBUTING CO

Exhibit A

	AUTO CHEM BG31932 UNIV SYNTHETIC DTC FLUID	EA		\$20.75	\$	21.80	0000001040	BG PRODUCTS INC	31932	KENZ & LESLIE DISTRIBUTING CO
000000000000006918	AUTO CHEM BG325 MULTI-GEAR CONCENTRATE (MGC)	EA	\$	8.15	\$	8.60	0000001040	BG PRODUCTS INC	325	KENZ & LESLIE DISTRIBUTING CO
000000000000006919	AUTO CHEM BG328 ADDITIVE LIMITED SLIP	EA	\$	9.10	\$	9.60	0000001040	BG PRODUCTS INC	328	KENZ & LESLIE DISTRIBUTING CO
000000000000006920	AUTO CHEM BG330 CONDITIONER POWER STEER	EA	\$	7.10	\$	7.50	0000001040	BG PRODUCTS INC	330	KENZ & LESLIE DISTRIBUTING CO
000000000000006921	AUTO CHEM BG332 POWER STEERING FLUID	EA	\$	21.85	\$	22.95	0000001040	BG PRODUCTS INC	332	KENZ & LESLIE DISTRIBUTING CO
000000000000052347	AUTO CHEM BG334 POWER STEERING FLUID	EA	\$	56.50	\$	59.35	0000001040	BG PRODUCTS INC	334	KENZ & LESLIE DISTRIBUTING CO
000000000000052586	AUTO CHEM BG334H5 PREMIUM SYNTHETIC HYDRAULIC OIL (5-GALLON)	EA	\$	206.85	\$	217.20	0000001040	BG PRODUCTS INC	334H5	KENZ & LESLIE DISTRIBUTING CO
00000000000006925	AUTO CHEM BG406 CLEANER AIR INTAKE SYST	EA	\$	9.00	\$	9.45	0000001040	BG PRODUCTS INC	406	KENZ & LESLIE DISTRIBUTING CO
00000000000006926	AUTO CHEM BG4073 MASS AIR FLOW CLEANER AEROSOL	EA	\$	8.05	\$	8.50	0000001040	BG PRODUCTS INC	4073	KENZ & LESLIE DISTRIBUTING CO
00000000000006929	AUTO CHEM BG412 CLEANER HI-DELIVERY CAR	EA	\$	7.20	\$	7.60	0000001040	BG PRODUCTS INC	412	KENZ & LESLIE DISTRIBUTING CO
000000000000053114	AUTO CHEM BG416 SILICONE SPRAY	EA	\$	6.80	\$	7.15	0000001040	BG PRODUCTS INC	416	KENZ & LESLIE DISTRIBUTING CO
00000000000006933	AUTO CHEM BG438 OIL IN-FORCE PENETRATING	EA	\$	10.65	\$	11.20	0000001040	BG PRODUCTS INC	438	KENZ & LESLIE DISTRIBUTING CO
	AUTO CHEM BG460 GLASS CLEANER	EA	\$	5.75	\$	6.05	0000001040	BG PRODUCTS INC	460	KENZ & LESLIE DISTRIBUTING CO
	AUTO CHEM BG483 DIELECTRIC GREASE	EA	\$	11.05	\$	11.65	0000001040	BG PRODUCTS INC	483	KENZ & LESLIE DISTRIBUTING CO
00000000000006937	AUTO CHEM BG485 BATTERY TERMINAL CLEANER AEROSOL	EA	\$	7.10	\$	7.50	0000001040	BG PRODUCTS INC	485	KENZ & LESLIE DISTRIBUTING CO
00000000000006938	AUTO CHEM BG490 BATTERY TERMINAL SEALER	EA	\$	8.90	\$	9.35	0000001040	BG PRODUCTS INC	490	KENZ & LESLIE DISTRIBUTING CO
00000000000006940	AUTO CHEM BG498 HCF GREASE AEROSOL	EA	\$	8.80	\$	9.25	0000001040	BG PRODUCTS INC	498	KENZ & LESLIE DISTRIBUTING CO
00000000000006941	AUTO CHEM BG511 SEALER COOLING SYSTEM	EA	\$	6.75	\$	7.10	0000001040	BG PRODUCTS INC	511	KENZ & LESLIE DISTRIBUTING CO
00000000000006942	AUTO CHEM BG540 FLUSH COOLING SYSTEM	EA	\$	7.55	\$	7.95	0000001040	BG PRODUCTS INC	540	KENZ & LESLIE DISTRIBUTING CO
00000000000006944	AUTO CHEM BG546 SUPER COOL	EA	\$	12.20	\$	12.85	0000001040	BG PRODUCTS INC	546	KENZ & LESLIE DISTRIBUTING CO
00000000000006949	AUTO CHEM BG607 SLC GREASE (CARTRIDGE)	EA	\$	6.45	\$	6.80	0000001040	BG PRODUCTS INC	607	KENZ & LESLIE DISTRIBUTING CO
000000000000047008	AUTO CHEM BG698 INTERIOR RENEWAL NEW CAR SCENT	EA	\$	14.95	\$	15.70	0000001040	BG PRODUCTS INC	698	KENZ & LESLIE DISTRIBUTING CO
000000000000047009	AUTO CHEM BG699 INTERIOR RENEWAL LEATHER SCENT	EA	\$	14.95	\$	15.70	0000001040	BG PRODUCTS INC	699	KENZ & LESLIE DISTRIBUTING CO
00000000000006952	AUTO CHEM BG7018 UNIVERSAL FRIGI-QUIET II	EA	\$	21.65	\$	22.75	0000001040	BG PRODUCTS INC	7018	KENZ & LESLIE DISTRIBUTING CO
00000000000006954	AUTO CHEM BG708 FRIGI-FRESH	EA	\$	6.85	\$	7.20	0000001040	BG PRODUCTS INC	708	KENZ & LESLIE DISTRIBUTING CO
00000000000006955	AUTO CHEM BG7141 EXTRA-DUTY 15W-40	EA	\$	22.65	\$	23.80	0000001040	BG PRODUCTS INC	7141	KENZ & LESLIE DISTRIBUTING CO
000000000000050870	AUTO CHEM BG7161 SHEAR POWER HD FULL-SYNTHETIC 15W-40 (GAL)	GAL	\$	35.50	\$	37.30	0000001040	BG PRODUCTS INC	7161	KENZ & LESLIE DISTRIBUTING CO
000000000000047000	AUTO CHEM BG71632 SHEAR POWER HD FULL-SYNTHETIC 15W-40	EA	\$	11.00	\$	11.55	0000001040	BG PRODUCTS INC	71632	KENZ & LESLIE DISTRIBUTING CO
000000000000050871	AUTO CHEM BG7168 SHEAR POWER HD FULL-SYNTHETIC 15W-40 (BULK)	GAL	\$	25.25	\$	26.55	0000001040	BG PRODUCTS INC	7168	KENZ & LESLIE DISTRIBUTING CO
	AUTO CHEM BG74516 GEAR ALL80W-90 W/MGC (16-GAL)	EA	\$	423.90	\$	445.10	0000001040	BG PRODUCTS INC	74516	KENZ & LESLIE DISTRIBUTING CO
00000000000006958	AUTO CHEM BG75032 ULTRA GUARD 75W-90	EA	\$	16.70	\$	17.55	0000001040	BG PRODUCTS INC	75032	KENZ & LESLIE DISTRIBUTING CO
	AUTO CHEM BG75216 ULTRA GUARD HD 16-GAL	EA	\$	983.55	\$	1,032.75	0000001040	BG PRODUCTS INC	75216	KENZ & LESLIE DISTRIBUTING CO
00000000000006959	AUTO CHEM BG75232 ULTRA GUARD 75W-140	EA	\$	20.60	\$	21.65	0000001040	BG PRODUCTS INC	75232	KENZ & LESLIE DISTRIBUTING CO
	AUTO CHEM BG75253 ULTRA GUARD HD. 53-GAL. DRUM	EA	\$	3,882.75	\$	4,076.90	0000001040	BG PRODUCTS INC	75253	KENZ & LESLIE DISTRIBUTING CO
000000000000047011	AUTO CHEM BG7731 UNIVERSAL 2-STROKE ENGINE OIL	EA	\$	41.80	\$	43.90	0000001040	BG PRODUCTS INC	7731	KENZ & LESLIE DISTRIBUTING CO
000000000000046974	AUTO CHEM BG77332 UNIVERSAL 2-STROKE ENGINE OIL	QTL	\$	12.10	\$	12.75	0000001040	BG PRODUCTS INC	77332	KENZ & LESLIE DISTRIBUTING CO
00000000000006960	AUTO CHEM BG79232 SYNCRO SHIFT II	EA	\$	19.05	\$	20.05	0000001040	BG PRODUCTS INC	79232	KENZ & LESLIE DISTRIBUTING CO
00000000000006961	AUTO CHEM BG825 GREASE PRE-LUBE ENGINE	EA	\$	7.20	\$	7.60	0000001040	BG PRODUCTS INC	825	KENZ & LESLIE DISTRIBUTING CO
00000000000006962	AUTO CHEM BG84032 DOT 4 BRAKE FLUID	EA	\$	14.85	\$	15.60	0000001040	BG PRODUCTS INC	84032	KENZ & LESLIE DISTRIBUTING CO
00000000000006963	AUTO CHEM BG979-1 BATTERY CABLE SAVER	EA	\$	15.70	\$	16.50	0000001040	BG PRODUCTS INC	979-1	KENZ & LESLIE DISTRIBUTING CO
00000000000006964	AUTO CHEM BG985 TOP POST BATTERY PADS	EA	\$	4.05	\$	4.30	0000001040	BG PRODUCTS INC	985	KENZ & LESLIE DISTRIBUTING CO
00000000000006965	AUTO CHEM BG986 SIDE POST BATTERY PADS	EA	\$	4.05	\$	4.30	0000001040	BG PRODUCTS INC	986	KENZ & LESLIE DISTRIBUTING CO