


Master Purchase Order (MPO)

DO NOT INVOICE TO THIS ADDRESS		Master Purchase Order No. 0701A0110	
City & County of Denver		Date: 2/3/2010	Revision No.
Purchasing Division		Payment Terms	N/30
201 West Colfax Avenue, Dept. 304		Freight Terms	DESTINATION
Denver, CO 80202		Ship Via	Vendor
United States		Buyer:	Joe Saporito
Phone: 720-913-8100 Fax: 720-913-8101		Phone:	720-913-8118

Vendor: 0000016753 Phone: 303-293-9170 Fax: 303-293-9310

Pro Data Management
 dba Shred-It
 1707 E. 58th Ave.
 Denver, CO. 80216

Ship To: Various Locations
 Bill To: Various Locations

Attn: Angela Schlegel

1. Goods/Services:

Pro Data Management, a Colorado LLC, (“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. Extension or Renewal:

The effective period of this Master Purchase Order shall be from 2/5/2010 to and including 2/5/2011. 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 four (4) 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 Master Purchase Order number; (ii) individual itemization of the goods/services; (iii) per unit price, extended and totaled; (iv) quantity ordered, back ordered and shipped; (v) an invoice number and date; (vi) ordering department's name and "ship to" address; and (vii) agreed upon payment terms set forth herein.

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 Hundred and Fifty Thousand Dollars (\$450,000.00). The Vendor acknowledges that any goods/services provided beyond those specifically described in **Exhibit A** are performed at Contractor's risk and without authorization from the City. City's payment obligations hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Master Purchase Order, encumbered by the City after receipt of Vendor's invoice and paid into the Treasury of City. Vendor acknowledges that: (i) City does not by this Master Purchase Order, irrevocably pledge present cash reserves for payments in future fiscal years; and (ii) this Master Purchase Order is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City. City may setoff against any payments due to Vendor any claims and/or credits it may have against Vendor under this Master Purchase Order.

11. Amendments/Changes:

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

12. Warranty:

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

13. Indemnification/Limitation of Liability:

Vendor shall indemnify and hold harmless City (including but not limited to its employees, elected and appointed officials, agents and representatives) against any and all losses (including without limitation, loss of use and costs of cover), liability, damage, claims, demands, actions and/or proceedings and all costs and expenses connected therewith (including without limitation attorneys' fees) that arise out of or relate to any claim of infringement of patent, trademark, copyright, trade secret or other intellectual property right related to this Master Purchase Order or that are caused by or the result of any act or omission of Vendor, its agents, suppliers, employees, or representatives. Vendor's obligation shall not apply to any liability or damages which result solely from the negligence of City. City shall not be liable for any consequential, incidental, indirect, special, reliance, or punitive damages or for any lost profits or revenues, regardless of the legal theory under which such liability is asserted. In no event shall City's aggregate liability exceed the agreed upon cost for those goods/services that have been accepted by City under this Master Purchase Order. 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 Purchase Order, or any extension thereof, during any warranty period, and for three (3) years after termination of this Purchase Order. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision stating "Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the issuing company shall send written notice to the Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202. Such written notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior." Additionally, Vendor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by certified mail, return receipt requested. If any policy is in excess of a deductible or self-insured retention, City must be notified by Vendor. Vendor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of Vendor. Vendor shall provide a copy of this Purchase Order to its insurance agent or broker. Vendor may not commence services or work relating to the Purchase Order prior to placement of coverage. Contractor certifies that the attached certificate of insurance attached to the Purchase Order documents, preferably an ACORD certificate, complies with all insurance requirements of this Purchase Order. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Purchase Order shall not act as a waiver of Vendor's breach of this Purchase Order or any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements. Vendor's insurer shall name as Additional Insured to its Commercial General Liability and Business Auto Liability policies the City and County of Denver, its elected and appointed officials, employees and volunteers. Vendor's insurer shall waive subrogation rights against the City. All sub-contractors and sub-consultants (including independent contractors, suppliers or other entities providing goods/services required by this Purchase Order) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Vendor. Vendor shall include all such entities as insureds under its policies or shall ensure that they all maintain the required coverages. Vendor shall provide proof of insurance for all such entities upon request by City. For Worker's Compensation Insurance, Vendor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 for each bodily injury occurrence claim, \$100,000 for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Vendor expressly represents to City, as a material representation upon which City is relying, that none of the Vendor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Purchase Order, and that any such rejections previously effected, have been revoked. Vendor shall maintain Commercial General Liability coverage with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate. Vendor shall maintain Business Auto Liability coverage with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-hired vehicles used in performing services under this Purchase Order. For Commercial General Liability coverage, the policy must provide the following: (i) That this Purchase Order is an Insured Contract under the policy; (ii) Defense costs in excess of policy limits; (iii) A severability of interests, separation of insureds or cross liability provision; and (iv) A provision that coverage is non-contributory with other coverage or self-insurance provided by City. For claims-made coverage, the retroactive date must be on or before the first date when any goods or services were provided to City. Vendor must advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

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. Prohibition of Employment of Illegal Immigrants to Perform Work Under This Master Purchase Order:

This Master Purchase Order is subject to Article 17.5 of Title 8, Colorado Revised Statutes, as now existing or hereafter amended, (the "Certification Statute"). Compliance by the Contractor and its subcontractors with the Certification Statute is expressly made a contractual condition of this Master Purchase Order. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Master Purchase Order. The Contractor shall not enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien or that fails to certify to the Contractor that it does not knowingly employ or contract with an illegal alien to perform work under this Master Purchase Order. The Contractor represents, warrants, and agrees that: (a) It has verified or attempted to verify that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the U.S. Social Security Administration and U.S. Department of Homeland Security ("Basic Pilot Program" or "BPP"), as defined in § 8-17.5-101(1), C.R.S., or that if it is not accepted into the BPP prior to entering into this Master Purchase Order, it shall apply to participate in the BPP every three months until either it is accepted into the BPP or its has completed its obligations under this Master Purchase Order, whichever occurs first; (b) It will not use the BPP to undertake pre-employment screening of job applicants while performing its obligations under this Master Purchase Order; (c) If it obtains actual knowledge that a subcontractor performing work under this Master Purchase Order knowingly employs or contracts with an illegal alien, it will notify such subcontractor and the City within three days, and terminate such subcontractor if within three days after such notice the subcontractor does not stop employing or contracting with the illegal alien, unless during such three day period the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien; (d) It shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S. If the Contractor fails to comply with any provision of this Section 35, the City may terminate this Master Purchase Order for breach and the Contractor shall be liable for actual and consequential damages to the City. Contractor shall certify the above by signing the certification attached to this Master Purchase Order.

This Master Purchase Order is acknowledged and agreed to by:

Vendor Name: Pro Data Management
(Company Name)

City & County of Denver, Purchasing Division

By: Angela Schlegel
(Authorized Signature)

By: Joe Saporito

Print Name: Angela Schlegel

Print Name: Joe Saporito

Title: Sales & Marketing Director

Title: Associate Buyer

Date: Feb. 4, 2010

Date: 2/3/2010

EXHIBIT "A"

Vendor: Pro Data Management
Title: Data Destruction Services
Master Purchase Order No.: 0701A0110

It is recommended that you use your Master Purchase Order No.: 0701A0110, in all future correspondence, billing, invoicing or other communications.

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

SECTION A: SCOPE OF WORK AND REQUIREMENTS

The City and County of Denver (City) and Pro Data Management (Vendor) shall use this agreement to govern the relationship pertaining to secure and confidential destruction of City identified documents and materials on a scheduled and as-needed basis for both on-site and off-site locations. Information material includes primarily paper (office paper, computer paper, colored paper, glossy paper, file, stock, laser print paper, file folders, envelopes, etc.). Some departments may have an occasional need for destruction of other media (i.e. computer media, tapes, diskettes, microfilm, or other record retention media).

A.1 ESTIMATED QUANTITIES:

The City makes no guarantees of minimum quantities of document destruction from any facility.

A.2 SITE VISIT:

Upon request, throughout the life of this agreement, representatives from the City may visit vendor's manufacturing facility to ensure City requirements are met. Vendor's manufacturing facility shall contain features that ensure a secure environment such as, but not limited to:

- Secured access
- 24 hour video surveillance.
- Secured vehicles

A.3 DEFINITIONS:

Certificate of Destruction (COD) – a document provided to the City by the vendor stating that all material denoted for destruction has been destroyed per the requirements in the MPO.

On-site destruction – shall be at the agency location, and all aspects of the destruction shall be completed to the satisfaction of a City agency representative(s). All on-site destruction vehicles shall have viewing windows so that the destruction process may be witnessed.

Off-site destruction – shall be done at the vendor's location. Vendor shall be responsible for the collection, pick up, transporting, and destruction of the documents at their location.

Each agency shall determine the form of destruction needed for their purposes. City agencies may request material be collected and destroyed on a weekly, bi-weekly or monthly basis.

A.4 REQUIREMENTS:

Vendor shall meet all requirements listed in the following section.

A.4.a Forms:

Vendor shall provide the following to agencies:

For on-site destruction:

1. A Certificate of Destruction (“COD”) completed and signed by an authorized City representative. All COD’s shall include the total weight and number of bins (with sizes/capacities noted) of documents loaded into the shredder. A copy of the COD shall be left at the time of shredding with the agency representative.
2. All COD’s shall be numbered. This number shall be referenced for all applicable invoices. All charges and services shall be itemized according to the MPO pricing.
3. The applicable MPO number shall be referenced on all paperwork and invoices.
4. Absolutely NO Terms and Conditions shall be on any part of the COD.

For off-site destruction:

1. Vendor shall provide a receiving report, specifying total number of boxes, bins, etc. and total weight of boxes, bins etc. picked up for off-site destruction.
2. A COD may be used as a record of pickup, but MUST have a box or other type of indicator that NO document destruction has taken place on City property. Vendor shall submit to the agency at a later date (with invoice or at next visit) a Testimonial document, specifying that all documents picked up (dates and quantities referenced) have been destroyed. The exact time and date of destruction shall be noted.
3. All Testimonials shall be numbered. This number shall be referenced for all applicable invoices. All charges and services shall be itemized according to MPO pricing.
4. The applicable MPO number shall be referenced on all paperwork and invoices.
5. Absolutely NO Terms and Conditions shall be on any part of the Testimonial.

Vendor is encouraged to implement the use of a combination form. This form shall include the COD and Testimonial as outlined above. Check boxes or other indicators may be used to indicate the applicable usage of the form.

All forms shall include a vendor representative signature blank and a blank for agency representatives to sign.

A.4.b Reporting:

Vendor shall provide QUARTERLY USAGE REPORTS to the City’s Purchasing Dept., requesting agency and an analyst from Denver’s Recycling Program no later than the 15th day following the last month of the quarter. Failure to provide such report may be cause for contract cancellation. The report shall be cumulative of all sales to agencies using the MPO. The report shall contain the following information:

- i. Name/Phone of contact (of agency personnel who ordered service)
- ii. Facility collection point
- iii. Agency address
- iv. Number of containers collected

- v. Container size
- vi. Amount in pounds
- vii. Type of destruction
- viii. Charge per pound
- ix. Total charge
- x. Amount recycled after destruction

Vendor shall also provide on a quarterly basis, information about where paper materials are being marketed for recycling. To include, but not limited to; name of company, location and use of materials.

Such reports may be submitted to the Purchasing Dept. via email to: joseph.saporito@denvergov.org

A.4.c Invoicing/Billing:

Invoices for data destruction services and certificates of destruction shall be mailed to and/or paid by individual requesting agencies.

A.4.d Specifications:

All work undertaken in association with the resulting MPO shall conform to the latest standards of the National Association for Information Destruction, Inc. or similar trade organizations and any regulations affecting the destruction, disposal and recycling of paper.

All documents submitted for destruction will be shredded to no more than 5/16" x 1-1/8" or into 5/16" strips. All material shall be combined/mixed with other material and bundled for recycling or further destruction.

A.4.e Vendor Responsibilities

No storage of material in any stage of destruction shall be in a non-secured area. All materials shall be stored in a totally enclosed structure, with all entrances and exits locked at all times. All facilities must have 24-hour video surveillance.

Some facilities lack outside or dock storage areas for data destruction containers. Vendor shall be required to remove materials from other specified areas (such as building basements, building floors and/or interior offices) within or around the facility.

Vendor shall be responsible for demonstrating the following:

1. Vendor shall perform background checks on employees. This shall include, but is not limited to:
 - a. Criminal history, including convictions
 - b. Drivers License history. All employees driving or expected to drive shall have valid licenses
 - c. Proof of citizenship or applicable work visa
 - d. Verification of all information submitted on the employment application

NO SUB-CONTRACTING OR OUTSOURCING OF ANY ASPECT OF THE SERVICES IN THIS AGREEMENT SHALL BE ALLOWED.

2. No open-bed trucks or vehicles that cannot be secured shall be used in any aspect of this agreement.

3. Vendor shall provide a variety of locking bins that shall include, but are not limited to, 95 gallon and 65 gallon polycarts for agency use. Vendor shall also provide, upon request, additional bins to collect CDs, DVDs, Tapes or other media.
4. Vendor shall complete a needs assessment for each office that requires equipment. The needs assessment shall include but not be limited to:
 - Amount of equipment needed
 - Frequency of pick ups
 - On site or off site destruction
 - Placement of equipment
5. Vendor shall report any obvious violations related to document security or bad business practice by agencies to the City Purchasing Official immediately.
6. Vendor shall, after 90 days of service and on a quarterly basis thereafter, evaluate agencies existing procedures, make recommendations for changes/additions to these procedures, set up schedules for pick up, determine appropriate number of bins per agency, etc. Reports shall be generated from these evaluations and sent to:
 - City contract manager
 - Public Works Recycling
 - Purchasing Dept.
 - Using agency
7. All documents for off-site destruction MUST be destroyed within 48 hours of receipt.
8. Upon request, data destruction containers shall be provided to the City agency at no charge. Data destruction containers shall be plainly distinguishable from recycling containers by color, shape and signage. Signage shall display company's name, company's phone number and clearly readable verbiage such as "Confidential Papers" or "Data Destruction" on the front or top of each data destruction container.
9. Vendor shall market destroyed paper material for recycling. City materials shall not be landfilled, burned or used for waste-to-energy. Other media shall be properly recycled whenever possible. Vendor is required to provide recycling market information on a quarterly basis for all City materials.
10. Vendor shall complete pickup within two (2) business days of request or as agreed upon by agency if longer than two (2) business days or as scheduled by each agency except when vendor can prove access to container was blocked.
11. Should a City agency request a non-scheduled pick up, there shall not be a trip charge. Vendor shall prepare to have enough capacity in the vehicle used to collect all items for the non-scheduled pick up.

Vendor shall comply with the requirements, maintenance, specifications, timeframes, etc. If vendor fails to perform, the City reserves the right to take remedial action, including cancelling this agreement (with 30 day written notice) for cause (default). Cause is defined as failure to meet requirements or specifications or failure to correct deficiencies upon receipt of notice. Failure to maintain satisfactory performance after notice shall be sufficient cause for immediate cancellation of the award.

Vendor shall perform under all applicable State laws. All vendors shall become familiar with the ordering City agency's rules, policies, and procedures regarding Data Destruction.

A.4.f Maintenance

Maintenance by the vendor shall be performed as required. Vendor shall furnish replacement containers for any container removed by the vendor (for more than one (1) day) for cleaning, or repair. All containers shall remain in good, working condition. Additional sanitation of all serviced containers shall be vendor's responsibility and may be requested by the City at no additional expense.

A.5 CONFIDENTIAL INFORMATION; OPEN RECORDS:

A. The Vendor acknowledges and accepts that, in performance of all work under the terms of this Agreement, the Vendor may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. The Vendor agrees that all Proprietary Data or confidential information provided or otherwise disclosed by the City to the Vendor shall be held in confidence. The Vendor shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent Vendor would to protect its own proprietary or confidential data. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

B. Except as expressly provided by the terms of this Agreement, the Vendor agrees that it shall not disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available the Proprietary Data or confidential information or any part thereof to any other person, party or entity in any form or media for any purpose other than performing its obligations under this Agreement. The Vendor further acknowledges that by providing this Proprietary Data of confidential information, the City is not granting to the Vendor any right or license to use such data except as provided in this Agreement. The Vendor further agrees not to disclose or distribute to any other party, in whole or in part, the Proprietary Data or confidential information without written authorization from the Manager.

C. The Vendor will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of the Vendor under this Agreement shall survive the expiration or earlier termination of this Agreement. Vendor shall not disclose Proprietary Data or confidential information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.

A.6 COMPLIANCE WITH AIRPORT SECURITY PROCEDURES:

A. It is a material requirement of this Agreement 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 Agreement for cause.

B. The Vendor, as condition of this Agreement, shall promptly upon notice of award of this Agreement, meet with the Airport's Assistant Security Manager to establish badging and vehicle permit requirements for Vendor's operations under this Agreement. 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.

C. 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 Agreement, 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.

D. The Vendor shall return to the City at the expiration or termination of this Agreement, 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 Vendor shall be liable to reimburse the City for all of the City's costs for work required to prevent compromise of the Airport security system. The City may withhold funds equivalent to such costs from any amounts that may become due and payable to the Vendor under the terms of this Agreement.

A.7 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.

A.8 FELONY DISQUALIFICATION:

The vendor shall not employ, retain, hire or use any individual that has been convicted of any felony charges as the same is defined under the laws of the State of Colorado in the performance of the services to be rendered and materials to be provided to the City pursuant to this proposal unless the vendor receives prior written permission from the Director of Purchasing. The Director of Purchasing may require that a fidelity bond, or such other assurance in such amount as deemed appropriate, be provided to the City and County of Denver as a condition precedent to the grant of such permission.

A.9 COOPERATIVE PURCHASING:

The City 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 supports such cooperative activities. Further, it is a specific requirement of this proposal or Request for Proposal that pricing offered herein to the City may be offered by the vendor to any other governmental jurisdiction purchasing the same products.

The vendor(s) must deal directly with any governmental agency concerning the placement of purchase orders, freight charges for destinations outside of the Denver Metro area, contractual disputes, invoicing, and payment. The City shall not be liable for any costs, damages incurred by any other entity.

A.10 VENDOR PERFORMANCE MANAGEMENT:

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

SECTION B: PROPOSAL ITEMS

B.1 PRICING:

All prices quoted shall be firm and fixed for the specified contract period.

B.2 PROPOSAL ITEMS #1: ON-SITE DESTRUCTION:

A. Paper: \$0.09 /lb

The per pound charge shall include all related expenses including, but not limited to, trip charge, fuel charges, delivery and/or equipment charges, etc.

B. Additional Items the City may request.

- 1. Item: Console Size: 20-1/4" wide x 19-5/8" deep x 36" high
- 2. Item: Mini Console Size: 20-1/4" wide x 19-5/8" deep x 26" high
- 3. Item: 64 Gallon Tote Size: 64 Gallon
- 4. Item: 2 Holer Size: 20" wide x 40" long x 36" high
- 5. Item: Nylon Bag Size: 35 Gallon

C. Provide pricing for the trip charge for non-scheduled pickups: \$0.00/trip

The per pound pricing for on-site paper destruction as quoted in Item #1A shall govern (trip charge shall include all related expenses including, but not limited to, fuel charges, delivery and/or equipment charges, etc.)

***Trip charges will not be accepted in accordance with the pricing provided by vendor.**

D. Provide pricing for other materials other than paper.

1. **Cardboard: \$0.09/lb**
2. **Carbon paper: \$0.09/lb**
3. **Hard cover books: \$0.09/lb**

B.3 PROPOSAL ITEMS #2: OFF-SITE DESTRUCTION:

A. **Paper: \$0.075 /lb**

The per pound charge shall include all related expenses including, but not limited to, trip charge, fuel charges, delivery and/or equipment charges, etc.

B. Additional Items the City may request.

1. Item: Console Size: 20-1/4" wide x 19-5/8" deep x 36" high
2. Item: Mini Console Size: 20-1/4" wide x 19-5/8" deep x 26" high
3. Item: 64 Gallon Tote Size: 64 Gallon
4. Item: 2 Holer Size: 20" wide x 40" long x 36" high
5. Item: Nylon Bag Size: 35 Gallon

C. Provide pricing for the trip charge for non-scheduled pickups: **\$0.00/trip**

The per pound pricing for off-site paper destruction as quoted in Item #2A shall govern (trip charge shall include all related expenses including, but not limited to, fuel charges, delivery and/or equipment charges, etc.)

***Trip charges will not be accepted in accordance with the pricing provided by vendor.**

D. Provide pricing for other materials other than paper.

1. **Cardboard \$0.075/lb**
2. **Carbon paper \$0.075/lb**
3. **Hard cover books \$0.075/lb**

B.4 PROPOSAL ITEMS #3: OTHER MEDIA DESTRUCTION:

1. **CD/DVD** **\$0.36/lb**
2. **DLT Tape Drives/Floppy Discs** **\$0.36/lb**
3. **X Rays** **\$0.36/lb**

The pricing for the destruction of other media shall include all related expenses including, but not limited to, trip charges, fuel charges, delivery and/or equipment charges, etc.