

DENVER
THE MILE HIGH CITY

JOHN W. HICKENLOOPER
MAYOR

CITY AND COUNTY OF DENVER

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

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

Date: November 13, 2009

TO: Mary Wilham Facilities Planning & Management
Glenn Dupper Aviation Division – DIA
Pat Vasquez Theatres & Arenas
Barbara Butler Denver Fire Department
Angel Ortiz & Mark Valentine Denver Sheriff Department
Jim Canavan Public Works
Gail Brown Parks & Recreation
Jeannie Springer Denver Police Department
Dennis Smith Denver Zoo
Michael Murphy Denver Library
Felicia Alvarez Denver Art Museum

FROM: Melissa Bordwine, Buyer *MB*

SUBJECT:

Master Purchase Order Number 0695A0209
Title: Janitorial / Custodial / Sanitary Supplies – Liquids, Paper Supplies, Liners, Etc.
Term: November 13, 2009 to November 12, 2010

This award is based on a discount off of list prices, so the pricing may vary throughout the term of the contract, but the discount will remain the same.

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


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

Item No.:	EPP Attribute	Contract Reference ID Number	Vendor ID Number	Successful Bidder’s Name and Address
Refer to MPO for Item and Pricing Details	RC, AQ	0695A0209	0000033812	Waxie Enterprises, Inc. 5025 Florence Street, Unit C Denver, CO 80238 Attn: Randy Harrison Rharrison@waxie.com Phone: 303-749-8000 Fax: 303-749-8099

Environmentally Preferred Purchasing Positive Attributes that apply to this proposal.

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

Master Purchase Order

DO NOT INVOICE TO THIS ADDRESS	 DENVER <small>THE MILE HIGH CITY</small>	Master Purchase Order No.	0695A0209		
City & County of Denver		Date:	October 22, 2009	Revision No.	
Purchasing Division		Payment Terms	Net 30		
201 West Colfax Avenue, Dept. 304		Freight Terms	DESTINATION		
Denver, CO 80202		Ship Via	Vendor's choice		
United States		Buyer:	Melissa Bordwine		
Phone: 720-913-8100 Fax: 720-913-8101		Phone:	720-913-8114		

Vendor: Waxie Enterprises, Inc. Phone: 303-749-8000 Fax: 303-749-8099

Waxie Enterprises, Inc.
 5025 Florence Street
 Unit C
 Denver, CO 80238

Ship To: Various City Agencies as directed.
 Bill To: Various City Agencies as directed. It is the responsibility of NCP to obtain correct Bill To information at the time of order.

Attn: Randy Harrison, rharrison@waxie.com

1. Goods/Services:

Waxie Enterprises, Inc., a Corporation in the State of Colorado, ("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 one year from Date of City Signature. 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 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 Five Thousand Dollars (\$5,000.00). 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 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 stating "Should any of the above-described policies be canceled or should any coverage be reduced before the expiration date thereof, the issuing company shall send written notice to the Denver Risk Administrator, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202 by certified mail, return receipt requested. Such written notice shall be sent thirty (30) days prior to such cancellation or reduction unless due to non-payment of premiums for which notice shall be sent ten (10) days prior." 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. City reserves the right to require Vendor to provide a bond, at no cost to City, in the amount of the deductible or self-insured retention to guarantee payment of claims. The insurance coverages specified in this Master Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of Vendor. Vendor shall provide a copy of this Master Purchase Order to its insurance agent or broker and have its agent or broker provide proof of Vendor's required insurance on the industry standard ACORD form. City reserves the right to require Vendor to provide a certificate of insurance, a policy, or other proof of insurance as required by City's Risk Administrator in his sole discretion. Vendor's insurer shall name City as an additional insured and waive subrogation rights against City. All sub-consultants, subcontractors, independent contractors, suppliers or other entities providing goods/services hereunder 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 general liability coverage with limits of \$1,000,000 for each occurrence claim, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations for each occurrence, and \$2,000,000 policy aggregate. Vendor shall maintain auto coverage with limits of \$1,000,000 for bodily injury per person, \$1,000,000 for bodily injury for each accident, and \$1,000,000 for property damage applicable to all vehicles operating on City property and elsewhere. For general liability coverage, the policy must provide the following: (i) unlimited defense costs in excess of policy limits; (ii) contractual liability covering the indemnification provisions of this Master Purchase Order; (iii) severability of interests provision; (iv) waiver of exclusion for lawsuits by one insured against another; (v) provision that coverage is primary; (vi) provision that coverage is non-contributory with other coverage or self-insurance provided by City; and (vii) if the policy is a claims-made policy, then the retroactive date must be on or before the first date when any goods or services were provided to City.

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.

This Master Purchase Order is acknowledged and agreed to by:

Vendor Name: Waxie Sanitary Supply
(Company Name)

City & County of Denver, Purchasing Division

By: RP Harrison
(Authorized Signature)

By: Melissa Borden

Print Name: Randy Harrison

Print Name: Melissa Borden

Title: Sales Manager

Title: Associate Buyer

Date: 11-12-09

Date: 11-13-09

EXHIBIT "A"

Vendor: Waxie Enterprises, Inc.
Title: JANITORIAL/CUSTODIAL/SANITARY SUPPLIES – LIQUIDS,
PAPER SUPPLIES, LINERS, ETC.

Master Purchase Order No.: 0695A0209

It is recommended that you use your Master Purchase Order No. – 0695A0209, in all future correspondence, billing, invoicing or other communications.

1. VENDOR PERFORMANCE MANAGEMENT:

The Purchasing Department may administer a vendor performance management program as part this Master Purchase Order (MPO). 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.

2. DEFINITIONS:

For the purposes of this MPO the following definitions will apply:

Post-Consumer Waste is defined as “Material or product that has served its intended use and has been discarded for disposal after passing through the hands of a final user”.

Waste Paper is defined as “Includes post-consumer waste and manufacturing and other wastes such as: dry paper and paperboard waste generated after completion of the paper-making process, including envelope cuttings, bindery trimmings; other paper and paperboard waste resulting from printing, cutting, forming and other converting operations; bag, box and carton manufacturing wastes, but rolls; mill wrappers and rejected used stock”.

Total Recycled is defined as “the combined total percentage of post consumer waste and waste paper within a single product”.

3. TRAINING REQUIREMENTS:

The vendor shall be required to provide on-site employee training on an “as needed” basis through the life of the MPO. Individual agencies are responsible for requesting and scheduling their own training.

Training topics may include, but are not limited to:

- Proper cleaning techniques
- Proper use of Command systems (dilution control systems)
- Use of appropriate chemicals for specific applications

4. REPORTING REQUIREMENTS:

The vendor shall be required to provide quarterly reports to the Purchasing Department. Quarterly reports shall include the following information:

- Quantity sold per bid item number, per agency
- Overall totals of each bid item number sold
- Percentage of total dollars sold that meet EPP requirements, including Green Seal, Eco Logo, the Low VOC limits established by the California Air Resource board, and/or EPA guidelines. Items meeting these requirements will be identified by the City.
- Reports shall be provided in an unprotected Excel format.

5. BACKORDERS AND SHORTAGES:

It will be the responsibility of the vendor to notify the using/ordering City agency of any shortages or backorders **BEFORE** orders are shipped, and to notify same of expected date of delivery. Any proposed substitution of product must be approved by the end user **prior to shipment**.

6. DENVER INTERNATIONAL AIRPORT ENVIRONMENTAL REQUIREMENTS:

Vendors, in conducting activity on DIA property, shall comply with all applicable airport, local, state, and federal rules, regulations, statutes, laws and orders (Environmental Requirements). In addition, these Environmental Requirements include applicable Environmental Guidelines developed for DIA's Environmental Management System (EMS) as summarized in DIA Rules and Regulations, Part 180 (Environmental Guidelines and DIA's Environmental Policy are available at www.flydenver.com/diabiz/community/enviro/index.aspl). Each entity including subcontractors and sub consultants providing products, goods, and/or services on behalf of DIA must be aware of the DIA Environmental Policy, significant environmental aspects and which of these activities are relevant to the activities conducted by the entity.

7. UNITED STATES EPA COMPREHENSIVE PROCUREMENT GUIDELINES:

The Comprehensive Procurement Guideline (CPG) program is part of EPA's continuing effort to promote the use of materials recovered from solid waste. Buying recycled-content products ensures that the materials collected in recycling programs will be used again in the manufacture of new products.

The EPA's Recovered Materials Advisory Notice (RMAN) recommends that procuring agencies establish minimum content standards expressed as a percentage of recovered fiber, including a percentage of postconsumer fiber. For most grades, EPA recommends postconsumer fiber content. Postconsumer fiber does not include newsstand returns or printer's overruns. These recommended recycled content levels are listed below.

**EPA's Recommended Recovered Fiber Content Levels for
Commercial/Industrial Sanitary Tissue Products**

Item	Postconsumer Fiber (%):	Recovered Fiber (%):
Bathroom Tissue	20-60	20-100
Paper Towels	40-60	40-100
Paper Napkins	30-60	30-100
Facial Tissue	10-15	10-100
General Purpose Industrial Wipers	40	40-100

NOTE: The content levels should be read as X% recovered fiber, including Y% postconsumer fiber and not as X% recovered fiber plus Y% postconsumer fiber.

The EPA's Recovered Materials Advisory Notice (RMAN) recommends recycled-content levels for purchasing plastic trash bags as shown in the table below.

**EPA's Recommended Recovered Materials Content Levels
for Plastic Trash Bags ¹**

Item	Material (%):	Postconsumer Content (%):
Plastic Trash Bags	Plastic	10-100

¹EPA's recommendation does not preclude procuring agencies from purchasing a trash bag manufactured using another material, such as paper. It merely recommends that procuring agencies, when purchasing plastic trash bags, purchase items made from recovered materials.

The above guidelines do not preclude the City and County of Denver from procuring Sanitary Paper, Trash Can Liners, Plastic Disposables or Janitorial Supplies manufactured from other materials, recycled materials or materials with lesser recycled content.

8. F.O.B. POINT:

All discounts quoted at a firm price F.O.B. Denver, Colorado, delivered to various Agency locations within the City and County of Denver, including, but not limited to:

- Denver International Airport
- City and County Building
- Wellington Webb Building
- Police Administration Building as well as Police Precincts
- Fire Stations
- Parks and Recreation Centers
- Denver County Jail
- 5440 Roslyn
- Denver library locations

9. DELIVERY CONSIDERATIONS:

Deliveries are to be made as soon as possible after orders are placed and are anticipated within a two (2) day period.

The vendor shall be required to maintain adequate local inventories to cover normal usage by agencies of the City.

Vendors cannot require a minimum order for delivery.

10. 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.

11. 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.

12. COOPERATIVE PURCHASING:

The City and County of Denver encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions, pursuant to Denver Revised Municipal Code Sec. 20-64.5. To the extent other governmental jurisdictions are legally able to participate in cooperative purchasing endeavors, the City and County of Denver supports such cooperative activities. Further, it is a specific requirement of this MPO that pricing offered herein to the City and County of Denver may be offered by the vendor to any other governmental jurisdiction purchasing the same products.

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 and County of Denver shall not be liable for any costs, damages incurred by any other entity.

It is a specific requirement of this MPO that pricing offered herein to the City and County of Denver must be offered to specific Independent Agencies, including but not limited to: The Denver Art Museum, The Museum of Nature and Science, The Denver Public Library, Denver Health, the Denver Zoo and the Denver Botanical Gardens.

13. PALLET CHARGE:

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

14. DISCONTINUED ITEMS:

Any proposed substitution of items, due to discontinuance or other factors, during the term of the agreement must be approved by the Purchasing Division prior to shipment of any of the substituted product.

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

CORE ITEM PRICING															
Group #	Item #	Item	Description	Awarded Vendor	Manufacturer	Mfr. Item #	Count	UOM	Estimated Annual Usage	% PCW / % Total Recycled	3rd Party Cert.	List Price	Discount %	City Unit Price	Notes
ENVIRONMENTALLY PREFERABLE JANITORIAL PRODUCTS															
5	131	Green - Janitorial	Echo Mop - Medium, 30% PCW	Waxie	O'Dell	1200M	12	CS	UNKNOWN	35% PCW	N/A	\$127.48	45%	\$ 70.11	
5	132	Green - Janitorial	Recycled Bamboo Quick Change Mop Handle	Waxie	O'Dell	C-8PBW-RP	12	CS	UNKNOWN	N/A	N/A	\$ 13.83	43%	\$ 7.88	
5	138	Green - Janitorial	Clean By Peroxy - All Purpose, 1 Gallon, NO SUBSTITUTE	Waxie	Spartan	35	4	CS	UNKNOWN	N/A	Green Seal	\$ 79.61	46%	\$ 42.99	