


# Master Purchase Order

<b>DO NOT INVOICE TO THIS ADDRESS</b>		Master Purchase Order No.		0774A0113		
<b>City &amp; County of Denver</b>		Date:	January 31, 2014	Revision No.	01	
Purchasing Division		Payment Terms	Net 30	Ordinance (as applicable):		
201 West Colfax Avenue, Dept. 304		Freight Terms	DESTINATION			
Denver, CO 80202		Ship Via	Ground			
United States		Buyer:	Jessica Skibo			
Phone: 720-913-8100 Fax: 720-913-8101		Phone:	720-913-8110			

Vendor: 0000090972      Phone: 702-633-9080      Fax: 702-633-0012      Email: [bbeeman@markenent.com](mailto:bbeeman@markenent.com)

Marken PPE Restoration  
 81 Mayflower Ave.  
 North Las Vegas, NV 89030  
 Attn: Benita Beeman

Ship To: Denver Fire Department  
 Ordering Division  
 Denver, CO

Bill To: Accounts Payable  
 201 West Colfax Department 908  
 Denver, CO 80202  
 or As Specified By Agency

**1. Goods/Services:**

Marken PPE Restoration, a Corporation in the State of Nevada, (“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. Term:**

The term of this Master Purchase Order shall be from March 28, 2013 through and including March 28, 2015.

**5. Extension or Renewal:**

The City and County of Denver reserves the right to renew and extend the Master Purchase Order, upon mutual agreement between the City and County of Denver and the vendor for additional one (1) year periods but not to exceed three (3) additional years.

**6. Non-Exclusive:**

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

**7. 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.

**8. 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.

**9. 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.

**10. 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.

**11. 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 **Nine-Hundred Thousand Dollars (\$900,000.00)**. 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.

**12. 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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

**19. 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.

**20. 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.

**21. 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 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 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.

**22. 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.

**23. 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.

**24. No Construction Against Drafting Party:**

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

**25. 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.

**26. 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.

**27. 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.

**28. 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.

**29. 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.

**30. 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:

City & County of Denver, Purchasing Division

Vendor Name: Marken PPE Restoration  
(Company Name)

By:   
(Authorized Signature)

Print Name: Kenneth L. Lehman

Title: President

Date: January 31, 2014

By: 

Print Name: Jessica Skibo

Title: Senior Buyer

Date: January 31, 2014

\*Revision 01 - Increase Payment, No. 11 to \$900,000

## EXHIBIT "A"

Vendor: Marken PPE Restoration  
 Title: Fire Turnout Gear Cleaning and Repair  
**Master Purchase Order No.:** FIRE\_GEAR\_CLEAN0774A

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**It is recommended that you use your Master Purchase Order No. – 0774A0113, in all future correspondence, billing, invoicing or other communications.**

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

PROGRAM OBJECTIVES:

The vendor is to provide professional reliable cleaning and repair of the turnout gear. The cleaning is expected to reduce the safety and health risks associated with ensembles that are soiled or damaged and extend and maximize the useful life of the ensembles by implementing a care and maintenance program. All cleaning and repair services provided are to comply with NFPA 1851 and 1971, current gear Manufacture Guidelines and DFD specific needs.

VENDOR REQUIREMENTS:

The vendor shall be a third party Certified Independent Service Provider to provide advanced and specialized cleaning per NFPA 1851 requirements, inspect and repair the DFD Turnout Gear. The vendor must meet the below minimum requirements:

- Be a turnout gear manufacturer or an authorized third party Verified Independent Service Provider (ISP) AND certified by Manufacturers for all major brands of gear
  - It is a material requirement of the contract that the vendors and their employees maintain 3<sup>rd</sup> party verification and manufacturer certification current on an annual basis
- All advanced and specialized cleaning, inspecting and repairs shall be in accordance with current NFPA and turnout gear Manufacture Guidelines. The vendor shall comply with the requirements of NFPA 1851, current edition, Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting. The vendor repairs shall meet or exceed NFPA 1971 Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting.
- Shall utilize a web based record keeping system and provide necessary training on its use, preferably Honeywell APT. The DFD will provide all of our current records for the vendor to upload into their system, as appropriate.
- Shall identify and separate any warranty repair work based upon manufacturer's warranties. Documentation of warranty repairs shall be provided to DFD.
- Shall comply with outer shell, moisture barrier and thermal liner material manufacturer requirements / warranties and as all ensemble requirements / warranties.
  - **The DFD will not be responsible for costs that are covered by existing manufacturer warranties**
- Shall utilize the current ensemble barcode for tracking all maintenance, repairs and cleaning, with reports available upon request.
- Shall return all garments neatly folded, in a clear protective garment bag, with required supporting documentation enclosed and positioned to be readable to the DFD. Each bag shall also have a label affixed providing the following information: item, Firefighter's name, item, and date of service.
- Provide a solution for the DFDs use to store gear tagged for cleaning and/or repair that may be used as a means for transporting said gear as appropriate
- For all elements that are determined to be un-repairable the vendor shall contact the DFD with item type, member assigned, and serial number; entering their findings into the tracking software. The vendor will return or dispose

of the elements as per the instructions of the DFD, and forward the documentation showing the reasons for the needed retirement.

- Shall provide training to the DFD. The training will include NFPA routine cleaning, routine inspection, and advanced inspection. All training will be performed in the city of Denver and will be at no additional cost to the DFD. Training will be performed on an initial basis and at DFD discretion thereafter, but no less than annual.
- In conjunction with Purchasing Vendor Management Program, as detailed in herin, the vendor shall meet with the Quartermaster Captain on a quarterly basis to review the contract, complaints, problem areas, improvements, and any additional areas of concern.

**VENDOR PERFORMANCE MANAGEMENT:**

The Purchasing Department may administer a vendor performance management program as part this 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.

**CLEANING and REPAIR DEFINITIONS:**

The 1851 definition of Advanced Cleaning is “The thorough cleaning of ensembles or elements by washing with cleaning agents”.

Specialized Cleaning is the process employed prior to the Advanced Cleaning to remove hazardous materials or body fluids to include, but not limited to: liquid and solid contaminants i.e. oil, hydraulic fluid, fuel, tar, asphalt, grease and paint, including hazardous material and biological agents.

**Basic Repair:** basic repairs are limited to the following:

- Patching of minor tears, char marks and ember burns to a separable outer shell
- Repair of skipped, broken, and missing stitches to a separable outer shell
- Replacement of missing hardware, excluding positive closure systems to a separable outer shell

**Advanced Repair:** advanced repairs are limited to the following:

- Moisture barrier repair
- Thermal barrier repair
- Entire garment component layers can only be replaced by the manufacturer or the manufacturer’s designated verified ISP.
- Re-stitching of more than 1 continuous inch of a Major A seam
- Major B Seams in the moisture barrier
- Major B seams in the thermal liner
- Replacement of trim involving Major A seam
- Replacement zipper
- Replacement hook and loop fastener tape
- Replacement reinforcement materials

**DEPARTMENT DIVISIONS:**

The Safety and Training Division and Airport Operations Division may require services outside the Quartermaster outlined above. The vendor may be required to establish a separate pickup and delivery method for two (2) additional locations similar to that established through the Quartermaster on behalf of the Operations Division, and downtown active fire stations.

This will also require separate sub-accounts and points of contact established for each respective division. All approvals for repairs and invoices for payment shall be through the respective division and Division Chief or designated delegate.

**DELIVERY CONSIDERATIONS:**

The vendor is required to provide the DFD with a turnaround time not to exceed 10 business days, from receipt of order to include: all cleaning, inspecting, basic repairs, record keeping and documentation to include delivery and shipping. Extensions will be acceptable if there is reasonable cause requiring the extension.

Advanced repairs must be completed with a turnaround time not to exceed 20 business days from receipt of order. Deliveries which do not meet the required deadlines, will be addressed through Purchasing Vendor Management Program, and may result in termination of the contract.

Vendor shall arrange pickup/shipment of Turnout Gear from the DFD Division location on a schedule determined by the DFD Division. Within the first five days of the ten day turnaround, it is anticipated the successful vendor(s) shall clean, inspect, and e-mail the DFD Division contact with recommended repairs, and upon approval complete the repairs. The e-mail to the DFD shall include the following:

- Firefighter's full name
- Manufacture date of gear
- Ensemble piece / type
- Recommend detailed repair list with costs in line with Pricing Matrix in Section C

The DFD will reply back with instructions on the course of action, either repair or condemn. Upon request, the DFD reserves the right to request a picture of the specific recommended repair in question.

**Vendors are to realize all cleaning and repairs shall be required within 30 calendar days maximum, all orders delivered after the 31<sup>st</sup> day may be subject to service credits clause listed herein.**

All deliveries shall be made between the hours of 8AM and 2PM, Monday through Friday, excluding City holidays.

It is the vendor's responsibility to notify the respective DFD Division of any deviation to the City's delivery requirements. If the above delivery requirement cannot be met, DFD Division/ Finance Personnel shall be immediately notified so other options may be discussed and potentially avoid the service credits being assessed.

**ESTIMATED QUANTITIES:**

Dollar amounts listed are the Buyer's best estimate and do not obligate the Buyer to order or accept more than Buyer's actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirement of the materials specified in this proposal for the contract period.

**F.O.B. POINT:**

All prices quoted must be quoted at a firm price F.O.B. destination, Denver, Colorado, delivered to various locations within the City and County of Denver, including Denver International Airport.

**WARRANTY GUARANTEE:**

Vendor shall be fully responsible for any and all warranty work regarding the services and repairs they performed.

Workmanship and products shall be in accordance with standard practices of the trade. Special attention is directed to the fact that seams tearing at the seam line, gathering of fabric or puckering of garments after wear or use is not acceptable. Garments repairs must be fully warranted against defects for a minimum of 12 months.

**CUSTOMER SERVICE:**

It is a material requirement of the vendor to provide seamless vendor support to the DFD Divisions. To achieve the seamless service and support, the vendor shall provide a dedicated account management team that consists of at minimum two specific customer service representatives. These representatives shall function in the capacity of a manager or executive to oversee the account and handle any and all disputes and problems. Secondly, a dedicated Customer Service representative that takes all orders, inquiry's, questions, tracks the account, orders, payments, etc.

These persons shall be available to meet, locally OR via conference call, prior to contract commencement and on a quarterly basis, or as requested. All costs associated with providing the necessary customer service and support shall be the responsibility of the vendor.

These individual(s) must respond to the Department's inquiries within eight (8) working hours.

The name, email address and telephone number of each shall be provided below:

Account Manager: Terri Zachea

Email Address: [tzachea@markenent.com](mailto:tzachea@markenent.com) Phone: 702-633-0385

Customer Service Representative: Joey Beeman, Operation Manager

Email Address: [jbeeman@markenent.com](mailto:jbeeman@markenent.com) Phone: 702-885-6219

**REPORTING:**

The vendor shall be required to provide at minimum the following summary upon request:

- Total number of advanced cleanings (broke down by pant / coat)
- Total number of specialized cleanings (broke down by pant / coat)
- Total number of repairs as broke down in pricing, Section C .4
- Total dollar AND number of warrantable repairs submitted to MFG

**INVOICING:**

The vendor shall provide all documentation including a summary page with supporting documentation attached for invoicing purposes of all costs to the DFD Division

- Purchase Order Number
- Date
- DFD Account Number
- Date of actual service
- Firefighter Member Name
- Individual Service Completed with Unit Costs as outlined in pricing matrix
- Garment Type including Serial Number

**SERVICE CREDITS:**

If the vendor fails to deliver the materials or perform the services within the time specified in his/her contract, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the vendor shall pay to the City as fixed, agreed and service credits for each calendar day of delay, the amount of \$10.00/day per ensemble that the order is late not to exceed the cost of repairs or cleaning for that ensemble, deducted from the invoice. The City may terminate this contract in whole or in part as provided in the "Default" provision. In that event, the vendor shall be liable for such service credits accruing until such time as the City may reasonably obtain delivery or performance of similar materials and services. The vendor shall not be charged with service credits when the delay arises out of causes beyond the control and without the fault or negligence of the vendor.

**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.

**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 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.



LABORATORY TESTING:

In the event materials shipped or services completed to the City as outlined herein indicate substandard workmanship in a qualitative or quantitative manner, the City reserves the right to have a laboratory test made. If cleaning or repairs is found to be deficient, the vendor shall be required to pay all costs of testing. If product or service is found to meet specifications, the City shall pay all costs.

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.

ITEM AND PRICING

#	Description	Unit Price	Repair Service Code
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## CLEANING

1	Advanced Clean Structural Jacket	12.00	DACSJ
2	Advanced Clean Structural Pants	12.00	DACST
3	Specialized Clean Structural Jacket	22.00	DSCSJ
4	Specialized Clean Structural Pants	22.00	DSCST

## MAINTENANCE SERVICE

5	Outer Shell Patch Repair Small (2"x2")	8.00	DOSPS
6	Outer Shell Patch Repair Medium (4"x4")	10.00	DOSPM
7	Outer Shell Patch Repair Large (6"x6")	12.00	DOSPL
8	Outer Shell Patch Repair X-Large (8"x8")	14.00	DOSPXL
9	Moisture Barrier Patch Repair Small (2"x2")	8.00	DMBPS
10	Moisture Barrier Patch Repair Medium (4"x4")	10.00	DMBPM
11	Moisture Barrier Patch Repair Large (6"x6")	12.00	DMBPL
12	Moisture Barrier Patch Repair X-Large (8"x8")	14.00	DMBPXL
13	Thermal Liner Patch Repair Small (2"x2")	8.00	DTLPS
14	Thermal Liner Patch Repair Medium (4"x4")	10.00	DTLPM
15	Thermal Liner Patch Repair Large (6"x6")	12.00	DTLPL
16	Thermal Liner Patch Repair X-Large (8"x8")	14.00	DTLPXL
17	Repair Trim Stitching – each inch	3.00	DRTS
18	Jacket Cuff Repair	8.00	DJCP
19	Pants Cuff Repair	8.00	DTCP
20	Jacket Cuff Replacement	12.00	DJCR
21	Pants Cuff Replacement	12.00	DTCR
22	Knee Replacement	12.00	DKR
23	D-Ring Replacement - each	2.00	DDRR
24	Reverse Snaps Replacement- each	3.00	DRSR
25	Suspender Button Replacement- each	2.00	DSBR
26	Studs Replacement- each	0.75	DSTR
27	Sockets Replacement- each	0.75	DSKR
28	Posts Replacement- each	0.75	DPTR
29	Reflective Trim Repair – each inch	2.25	DRTR
30	Velcro Repair – each inch	1.25	DVR
31	Liner Seam Repair – each inch	3.00	DTLSR
32	Shell Seam Barrier – each inch	3.00	DOSSR