Master Purchase Order

DO NOT INVOICE TO THIS ADDRESS		Workday™ Supplier Contract No.	SC-00011250	
City & County of Denver		Date:	06/29/2026	
Purchasing Division		Payment Terms	Net 30	Resolution (as applicable):
201 West Colfax Avenue, Dept. 604		Freight Terms	FOB DESTINATION	
Denver, CO 80202		Ship Via	Vendor Best Way	
United States		Analyst:	Leann Rush	
Email: central.purchasing@denvergov.org https://www.denvergov.org/Government/Agencies-Departments-Offices/Agencies-Departments-Offices-Directory/General-Services/Purchasing-Division/Contact-Information		Email:	Leann.rush@flydenver.com	

Workday Supplier ID: SUP-00018869 Phone: 720-403-0253 Email: phoenix.sullivan@denverpumps.com

Ryan Herco Products dba. Denver Industrial Pumps
15165 West 44th Ave.
Golden, CO 80403

Attn: Phoenix Sullivan
Colorado Secretary of State ID: 19881061803
U.S. Federal SAM Registry Verification Date: 04/15/2026

Ship To: Denver International Airport (MatMan)
27500 E. 80th Avenue
Denver, CO 80249

Bill To: As Specified By Agency

1. **Goods/Services:**
   Ryan Herco Products dba. Denver Industrial Pumps, a corporation formed under the law of Colorado, ("Vendor") shall provide the goods, and any services related thereto, identified and described on attached **Exhibit A and B**, to the City and County of Denver, a Colorado municipal corporation (the "City"), all in accordance with the terms and conditions of this Master Purchase Order.
2. **Ordering:**
   The City shall purchase one or more of the goods/services by issuing a written purchase order(s) or similar appropriate written document ("Order"), each of which will be deemed incorporated into this Master Purchase Order for purposes of such Order only.
3. **Pricing:**
   The pricing/rates for the goods/services is contained on **Exhibit A and B** and shall be held firm for the term of this Master Purchase Order.
4. **Term/Renewal:**
   The term of this Master Purchase Order shall be from date of City signature to and including 06/30/2028. The City and the vendor may mutually agree to renew and continue this Master Purchase Order for additional periods at the same pricing structure, terms and conditions. However, no renewal shall surpass 06/30/2031.
5. **Non-Exclusive:**
   This Master Purchase Order is non-exclusive. City does not guarantee any minimum purchase other than as provided herein.
6. **Inspection and Acceptance:**
   Vendor shall perform any services in accordance with the standard of care exercised by highly competent vendors who perform like or similar services. City may inspect all goods/services prior to acceptance but in no instance later than 60 days from delivery ("Inspection Period"). Unless City provides written notice to Vendor to the contrary, within the Inspection Period, City is deemed to have accepted the goods/services. 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 which will be processed pursuant to the applicable manufacturer warranty. same terms and conditions contained in this Purchase Order.
7. **Shipping, Taxes and Other Credits and Charges:**
   All pricing is F.O.B. destination unless otherwise specified. Shipments must be marked with Vendor's name, the Master Purchase Order number, and contain a delivery or packing slip. Vendor shall not impose any charges for boxing, crating, parcel post, insurance, handling, freight, express or other similar charges or fees. Vendor shall notify City in writing of any price decreases immediately, and City shall receive the benefit thereof on all unshipped items. Vendor shall comply

with any additional delivery terms specified herein. Vendor shall be responsible for the cleanup and reporting of any contamination (environmental or otherwise) or spillage resulting from the delivery and/or unloading of goods within twenty-four (24) hours of the contamination or spillage or sooner if required by law. Vendor shall procure all permits and licenses; pay all charges, taxes and fees; and give all notices necessary and incidental to the fulfillment of this Master Purchase Order. Prices do not include taxes, duties, tariffs, transportation costs to the Delivery Point, insurance, customs duties, and fees. . 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..

8. **Risk of Loss:**
Vendor shall bear the risk of loss, injury, or destruction of goods prior to tender of the goods to the carrier. Loss, injury, or destruction shall not release Vendor from any obligation hereunder.

9. **Invoice:**
Each invoice shall include: (i) the Purchase Order number; (ii) individual itemization of the goods/services; (iii) per unit price, extended and totaled; (iv) quantity ordered, back ordered and shipped; (v) an invoice number and date; (vi) ordering department's name and "ship to" address; and (vii) agreed upon payment terms set forth herein.

10. **Payment:**
Payment shall be subject to City's Prompt Payment Ordinance D.R.M.C. § 20-107, et-seq., and shall be due net thirty (30) days from receipt of Vendor's invoice. Any other provision of this Master Purchase Order notwithstanding, in no event shall the City be liable for aggregate payments under this Master Purchase Order in excess of one million five hundred thousand dollars ($1,500,000.00). Vendor acknowledges that any goods/services provided beyond those specifically described in **Exhibit A and B** are performed at Vendor's risk and without authorization from the City. City's payment obligations hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Master Purchase Order, encumbered by the City after receipt of Vendor's invoice and paid into the Treasury of City. Vendor acknowledges that: (i) City does not by this Master Purchase Order, irrevocably pledge present cash reserves for payments in future fiscal years; and (ii) this Master Purchase Order is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City. City may setoff against any payments due to Vendor any claims and/or credits it may have against Vendor under this Master Purchase Order.

11. **Amendments/Changes:**
Only the Executive Director of General Services or his/her delegate is authorized to change or amend this Master Purchase Order by a formal written change order. Any change or amendment that would cause the aggregate payable under this Master Purchase Order to exceed the amount appropriated and encumbered for this Master Purchase Order is expressly prohibited and of no effect. Vendor shall verify with the City 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. 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, to the extent fabricated by Vendor, free from defects in workmanship and materials, are merchantable, a. For any goods furnished under this Master Purchase Order, which are fabricated by Vendor and which become defective within twelve (12) months (unless otherwise specified) after date of receipt by City, and upon City's written notice to Vendor of such defect within the warranty period, Vendor shall, at its sole election, remedy any and all defects covered under such warrant or replace the defective goods at no expense to City or accept the defective goods for full credit and payment of any return shipping charges. Vendor shall assist City in obtaining the benefit of the warranty work, regardless of third-party warranty coverage. Vendor's warranty obligations hereunder shall not apply if the non-conformity or failure was caused by (a) failure to properly store or maintain the goods, products, equipment or parts; (b) the unauthorized modification, repair or service of the goods, products, equipment or parts; (c) utilization of replacement parts not manufactured or supplied by Vendor; or (d) use or handling of the goods, products, equipment or parts in a manner inconsistent with Vendor's recommendations. Further, Vendor's warranty obligations under this section terminate if (a) City fails to perform its obligations under this Agreement, or (b) City fails to pay any charges due Vendor. Vendor does not warrant any goods, products, equipment or parts not manufactured by Vendor and Vendor shall assign the applicable manufacturer's warranty for the same to City, without recourse, at the time of delivery, provided such warranties are assignable.

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) to the extent arising out of or relating to any third-party claim of infringement of patent, trademark, copyright, trade secret or other intellectual property right related to this Master Purchase Order or to the extent 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 up to the total Master Purchase Order Amount. 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.* City shall not settle any claim for which indemnification is sought from Vendor without Vendor’s prior written consent, which consent shall not be unreasonably withheld or delayed.

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 and all costs incurred by Vendor, including cancellation and restocking fees, in the good faith performance of this Master Purchase Order up through the date of Vendor’s receipt of the notice of termination. 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:**
Notwithstanding anything herein to the contrary, in no event shall Vendor be liable for any delays in performance or delivery arising from the acts or omissions of City or of any third party unrelated to Seller, or arising from an event of Force Majeure. As used herein, the term “Force Majeure” includes catastrophic storms or floods, lightning, tornadoes, hurricanes, earthquakes and other acts of God, wars, action by governmental authority, civil disturbances, terrorist attacks, revolts, insurrections, sabotage, commercial embargoes, epidemics and pandemics, fires, explosions, labor disturbances, manufacturing delays, materials shortages, and supply chain delays. Vendor shall notify the Director of Purchasing promptly 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 forty-eight (48) hours of learning of the same. 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 the Executive Director of General Services or his/her delegate. 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, pleads nolo contendre, or admits culpability to a criminal offense of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature.

20. **Insurance:**
Vendor agrees to secure, at or before the time of execution of this Master Purchase Order, the following insurance covering all operations, goods or services provided pursuant to this Master Purchase Order. Vendor shall keep the required insurance coverage in force at all times during the term of the Master Purchase Order, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or

authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Master Purchase Order. Such notice shall reference the Master Purchase Order listed on the signature page of this Master Purchase Order. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Vendor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's Master Purchase Order. Vendor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Master Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of Vendor. Vendor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Master Purchase Order. Vendor may not commence services or work relating to this Master Purchase Order prior to placement of coverages required under this Master Purchase Order. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Master Purchase Order shall not act as a waiver of Vendor's breach of this Master Purchase Order or of any of the City's rights or remedies under this Master Purchase Order. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements. For Commercial General Liability, Auto Liability, and Excess Liability/Umbrella (if required), Vendor and sub-contractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured. For all coverages required under this Master Purchase Order, Vendor's insurer shall waive subrogation rights against the City. Vendor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Master Purchase Order) procure and maintain coverage as approved by Vendor and appropriate to their respective primary business risks considering the nature and scope of services provided. Vendor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of $100,000 per occurrence for each bodily injury claim, $100,000 per occurrence for each bodily injury caused by disease claim, and $500,000 aggregate for all bodily injuries caused by disease claims. Vendor shall maintain a Commercial General Liability insurance policy with minimum limits of $1,000,000 for each bodily injury and property damage occurrence,
$2,000,000 products and completed operations aggregate (if applicable), and $2,000,000 policy aggregate. Vendor shall maintain Automobile Liability with minimum limits of $1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Master Purchase Order.

21. **Severability:**
    If any provision of this Master Purchase Order, except for the provisions requiring appropriation and encumbering of funds and limiting the total amount payable by City, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity of the remaining portions or provisions shall not be affected if the intent of City and Vendor can be fulfilled.
22. **Survival:**
    All terms and conditions of this Master Purchase Order which by their nature must survive termination/expiration shall so survive. Without limiting the foregoing, Vendor's insurance, warranty, and indemnity obligations shall survive for the relevant warranty or statutes of limitation period plus the time necessary to fully resolve any claims, matters or actions begun within that period.
23. **No Construction Against Drafting Party:**
    No provision of this Master Purchase Order shall be construed against the drafter.
24. **Status of Vendor/Ownership of Work Product:**
    Vendor is an independent contractor retained on a contractual basis to perform services for a limited period of time as described in Section 9.1.1E(x) of the Charter of City. Vendor and its employees are not employees or officers of City under Chapter 18 of the D.R.M.C. for any purpose whatsoever. All goods, deliverables, hardware, plans, drawings, reports, submittals and all other documents or things furnished to City by Vendor shall become and are the property of City, without restriction. Ownership rights shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use materials. Software licenses terms may be incorporated herein by an End User License Agreement signed by the Director of Purchasing. Any 'click-wrap' electronic acceptance or other terms and conditions not agreed to in writing by the Director of Purchasing are of no force and effect.

25. **Examination of Records and Audits:**
Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Vendor's performance pursuant to this Master Purchase Order, provision of any goods or services to the City, and any other transactions related to this Master Purchase Order. Vendor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Master Purchase Order or expiration of the applicable statute of limitations. When conducting an audit of this Master Purchase Order, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Vendor to make disclosures in violation of state or federal privacy laws. Vendor shall at all times comply with D.R.M.C. 20-276.

26. **Remedies/Waiver:**
No remedy specified herein shall limit any other rights and remedies of City at law or in equity. No waiver of any breach shall be construed as a waiver of any other breach.

27. **No Discrimination in Employment:**
In connection with the performance of work under the Master Purchase Order, the Vendor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. Vendor shall insert the foregoing provision in all subcontracts.

28. **Use, Possession or Sale of Alcohol or Drugs:**
Vendor shall cooperate and comply with the provisions of Executive Order 94. Violation may result in City terminating this Master Purchase Order or barring Vendor from City facilities or from participating in City operations.

29. **Conflict of Interest:**
No employee of City shall have any personal or beneficial interest in the goods/services described in this Master Purchase Order; and Vendor shall not hire or contract for services any employee or officer of City which would be in violation of City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

30. **Advertising and Public Disclosure:**
Vendor shall not include any reference to the Master Purchase Order or to services performed or goods purchased pursuant to the Master Purchase Order in any of Vendor's advertising or public relations materials without first obtaining the written approval of the Director of Purchasing.

31. **Intellectual Property:**
Any research, reports, studies, data, photographs, negatives or other documents, drawings or materials (collectively "materials") delivered by Vendor in performance of its obligations under this Master Purchase Order shall be the exclusive property of City. Ownership rights shall include, but not be limited to the right to copy, publish, display, transfer, prepare derivative works, or otherwise use materials. Software license terms may be incorporated herein by an End User License Agreement signed by the Director of Purchasing. Any 'click-wrap' agreement, terms of use, electronic acceptance or other terms and conditions not agreed to in writing by the Director of Purchasing are of no force and effect.

32. **Accessibility and ADA Website Compliance:**
Vendor shall comply with, and the products and services provided under this Agreement shall be in compliance with, all applicable provisions of §§ 24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established pursuant to Section § 24-85-103 (2.5), C.R.S. (collectively, the "Guidelines"), to the extent required by law. Vendor shall also comply with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

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

This Master Purchase Order is acknowledged and agreed to by:

Vendor Name:	Ryan Herco DBA Denver Industrial Pumps (Company Name)	**City & County of Denver, Purchasing Division**	
By:	(Authorized Signature)	By:	
Print Name:	David Schmitt	Print Name:	
Title:	Vice President	Title:	
Date:	7/27/26	Date:	

RENEWALS/REVISIONS: (OPTIONAL)
Upon renewal, City procurements shall be made via Purchase Order (PO) under the pricing, terms and conditions of this MPO except as specifically noted as a revision (as applicable).

Renewal/Revision No. 1___

This Master Purchase Order (MPO) expires on ___________________.

Should Vendor desire to renew this contract to and including _____________ and revise the aggregate amount to $_______________, please return this page with an authorized Vendor signature.

(only add/use as applicable for future renewals if none indicate 'Not Applicable')
Note(s)/revisions(s):

		City & County of Denver, Purchasing Division	
Vendor Name:	______________________ (Company Name)		
By:	______________________ (Authorized Signature)	By:	______________________
Print Name:	______________________	Print Name:	______________________
Title:	______________________	Title:	______________________
Date:	______________________	Date:	______________________

Federal SAMs re-verification date (save to renewal file):

Renewal/Revision No. 2

This Master Purchase Order (MPO) expires on ___________________.

Should Vendor desire to renewal this contract to and including _____________ and revise the aggregate amount to $_______________, please return this page with an authorized Vendor signature.

Note(s)/ revisions(s):

Vendor		City & County of Denver, Purchasing Division	
Vendor Name:	______________________ (Company Name)		
By:	______________________ (Authorized Signature)	By:	______________________
Print Name:	______________________	Print Name:	______________________
Title:	______________________	Title:	______________________
Date:	______________________	Date:	______________________

Federal SAMs re-verification date (save to renewal file):

Renewal/Revision No. 3___

This Master Purchase Order (MPO) expires on ___________________.

Should Vendor desire to renewal this contract to and including _____________ and revise the aggregate amount to $_______________, please return this page with an authorized Vendor signature.

Note(s)/ revisions(s):

		City & County of Denver, Purchasing Division	
Vendor Name:	______________________ (Company Name)		
By:	______________________ (Authorized Signature)	By:	______________________
Print Name:	______________________	Print Name:	______________________
Title:	______________________	Title:	______________________
Date:	______________________	Date:	______________________

Federal SAMs re-verification date (save to renewal file):

EXHIBIT "A"

Vendor: Ryan Herco Products dba. Denver Industrial Pumps
Solicitation/ Award Title: Plumbing Pumps, Parts and Components for the Denver International Airport
Solicitation No. /Internal File Reference Location: 11204

It is recommended that you use your Supplier Contract No. SC-00011250, in all future correspondence and/or other communications.

SECTION A: SCOPE OF WORK AND TECHNICAL REQUIREMENTS:

A.1 SCOPE OF WORK/ REQUIREMENTS:

Ryan Herco Products dba. Denver Industrial Pumps to supply various standardized brands of Plumbing Pumps, Parts and Components. (Goods Only) that are used by Denver International Airport. (DEN) throughout the identified term. Brand discount pricing is found in EXHIBIT B herein.

The City may purchase additional Brands of Plumbing Pumps, Parts and Components as agreed upon at the time of purchase with the same terms and conditions of this Master Purchase Order.

Discount percentage off pricing is inclusive of standard shipping and freight: F.O.B. Destination- Denver, Colorado-City and County of Denver property, delivered to Denver International Airport or assigned City of Denver facility as agreed upon.

Contact award under the authority of Denver Revised Municipal D.R.M.C. Sec. 20-61 (1) Standardization. Defined as: The designation of a particular product or equipment specification or a particular component of a product or equipment specification as "no substitute" or "no approved equal.

DEN Standardized Brands "Brand Name"

- Bell Gossett Pumps
- Blue Diamond Pumps
- EBARA Pumps Americas
- Flygt Pumps
- Gorman-Rupp Pumps
- HCP Pumps America
- Homa Pump Technology
- KSB Pump
- Liberty Pumps
- Pentair/Fairbanks Morse Pumps
- Sulzer Pumps
- Tsurumi Pumps
- Weil Pumps
- Zoeller Pumps

A.2 PRICING/PERCENTAGE DISCOUNT:

The pricing/ percentage discounts are contained in Exhibit "B" Ryan Herco Products offers discounts off MSRP pricing as listed in "Exhibit B"

All price discounts percentages shall be firm and fixed for the initial term and any renewals (as applicable). Unit prices are inclusive of standard shipping and freight: F.O.B. Destination- Denver, Colorado-City and County of Denver property, delivered to Denver International Airport or assigned City of Denver facility as agreed upon.

The vendor cannot offer a separate pricing structure or charge an additional fee(s) for credit procurement card purchases.

A.3 ESTIMATED QUANTITIES:

No attempt has been made to establish an estimated figure as to the quantity of items shown in this agreement as they may vary considerably due to conditions over which the City has no control. However, when orders are placed for such items, they shall not be less than the specified quantities required.

A.4 F.O.B. POINT:

All prices quoted must be quoted at a firm price F.O.B. Denver, Colorado, delivered to Denver International Airport, 27500 E. 80th Avenue, Denver, CO 80249 or assigned City of Denver facility as agreed upon.

A.5 WARRANTY GUARANTEE:

In addition, vendor shall have or establish a single, local source that will accomplish or coordinate any necessary warranty work. Vendor shall endeavor to respond to requests for warranty assistance within twenty-four (24) hours.

A.6 WARRANTY:

Vendor or dealership location where warranty service will be completed:

Vendor: Ryan Herco Products dba. Denver Industrial Pumps

Address: 15165 West 44th Ave.

City, State and Zip Code: Golden, CO 80403

A.7 PARTS CONSIDERATIONS:

City standard expectations.

a) PRODUCT RETURN PROTOCOL:

i) Agencies shall receive full credit for any returned unused parts within 90 days of initial delivery, subject however to the applicable manufacturer cancellation and restocking fees and freight costs, provided that such return is subject to Vendor's prior written authorization and at City's risk and expense unless otherwise agreed in writing by Vendor.

ii) Vendor shall contact each using agency within thirty (30) calendar days of agreement initiation to collaborate in relation to return parts/ components protocol(s).

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

c) DELIVERY CONSIDERATIONS: Standard City Delivery Protocol:

i) The vendor shall collaborate with City agencies regarding their specific delivery requirements including but not limited to weekend and potential swing and night shift requirements during periods of emergency.

ii)Upon initial price and availability request by the City, the accepted vendor shall contact the agency via email within twenty-four (24) hours of the initial City request and communicate the anticipated lead-time and pricing of the requested items.

iii) The Vendor is to be able to accommodate a City of Denver need for next day delivery for all stock and non-stock items by City Agencies, as required; the City shall only compensate the Vendor for the balance of the next day freight costs versus standard delivery costs. Approval for any of these delivery needs must be provided by an authorized City Agency in writing prior to choosing any shipping option other than standard shipping.

(1) The City defines next day delivery as delivery to the City location within twenty-four (24) ours from the time of the City's initial request.

(2) The City defines two-day shipping as within forty-eight (48) hours from the time of the City's initial request.

(3) The City may request that the Vendor provide a quote that identifies the cost of the materials via standard shipping and/or a quote that identifies twenty-four (24) hour shipping, in order to determine if expediting the materials is required.

d) GENUINE MANUFACTURER ASSURANCE:

i) Supplied Items Nomenclature/ Identifiers are to correspond with Genuine Original Equipment Manufacturer (OEM) part numbers.

ii) No substitutions for OEM products can be made by the Vendor to the City without prior written authorization.

e) PROCUREMENT METHODOLOGIES-DEFINITIONS i) P-CARD: City Agency may utilize a City Credit Card (Procurement Card)

i) Blanket PO (Purchase Order): City Agency may establish a Blanket PO, the Agency will place multiple orders using the same PO Number and the Vendor will be required to invoice indicating the same PO number for multiple purchases over time.

ii)PO- City Agency may issue a single PO for a specific set of items for a specific instance; the Vendor will be required to invoice indicating the specific PO number.

f) BILLING CONSIDERATIONS:

i) Vendor shall be able to accommodate combined periodic billing as required.

ii) Vendor shall have the capability of having multiple City accounts, with each identifying specific City Agencies for each account (1) This requirement is to also include the name of the individual from the City that has placed the order

iii) Payment methodology may include, ACH, check or credit card (P-Card/ Procurement Card) for replacement parts.

iv) The vendor cannot offer a separate pricing structure or charge an additional fee(s) for procurement (credit) card purchases for parts and components.

A.8 AIRPORT SECURITY:

It is a material requirement of this Contract that the Vendor shall comply with all rules, regulations, safety, operational, or security measures required as well as written policies and authorized directives from the City and/or the Transportation Security Administration (TSA) with respect to Airport security.

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.

Currently it is anticipated that goods delivered to Denver International Airport will be delivered to Materials Management (MatMan), which is co-located with Fleet at the Maintenance Center and is an auxiliary landside building. Special credentials (i.e. an airport security badge) are not required to do so. This is always subject to change based upon any additional security measures instituted by the City and/or TSA.

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.

A.9 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.

A.10 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.

A.11 PATENTS:

Vendor agrees to defend the City at vendor's own expense, in all suits, actions or proceedings in which the City is made a defendant for actual or alleged infringement of any United States of America or foreign letters patent resulting from the City's use of the goods purchased as a result of this contract. Vendor further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceeding against the City.

Vendor agrees to indemnify and hold harmless the City from any and all license, royalty and proprietary fees or costs, including legal costs, which may arise out of the City's purchase and use of goods supplied by the vendor.

It is expressly agreed by vendor that these covenants are irrevocable and perpetual.

A.12 VENDOR PERFORMANCE MANAGEMENT:

The Purchasing Department may administer a vendor performance management program as part this Master Purchase Order. 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 purchased goods and/or related services.

FOR GOODS AND RELATED SERVICES (if applicable)

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

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

A.13 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 agreement that pricing offered herein to the City may be offered by the vendor to any other governmental jurisdiction purchasing the same products.

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

A.14 ENVIRONMENTAL MANAGEMENT SYSTEM, ENVIRONMENTAL POLICY, AWARENESS, AND COMPLIANCE:

Some City operations can pose risks to human health and the environment. Proactive environmental management can reduce risk and prevent harm. The Denver Environmental Performance Program (DEPP) is the City's ISO 14001 Environmental Management System (EMS). The DEPP ensures all aspects of City operations with the potential to cause environmental impacts are proactively managed. The DEPP reinforces the City's position that the City's business partners are aware of the City's Environmental Policy, and are responsible for supplying goods and services in a manner consistent with this policy. The DEPP also requires business partners ensure the competency of their staff with respect to the environmental impacts of their duties.

The Environmental Policy of the City & County of Denver, may be found at:
https://denvergov.org/files/assets/public/v/2/public-health-and-environment/documents/eq/2024-denver-environmental-policy.pdf

All City business partners are required to comply with federal, state, and local environmental regulations. The DEPP requires all City business partners to be aware of the impacts their products and services have on the environment and implement practices to minimize impacts, prevent pollution, and align outcomes with the City's environmental performance goals.

The Contractor shall provide products and services under this agreement consistent with the City's Environmental Policy and any environmental performance goals identified by the agency for whom the contractor is performing work.

A.14.a **Environmentally Preferable Purchasing (EPP) Guidance**

The City defines Environmentally Preferable products and services as those having a lesser or reduced effect on human health and the environment when compared with competing products and services serving the same purpose. The City's EPP evaluation may extend to materials of manufacture, packaging, transport, recycled content, energy consumption, local recyclability, waste disposal, and other factors.

Vendors are encouraged to describe any EPP attributes of the goods or services they offer to the City. Applicable EPP considerations may factor in product and service evaluations.

EXHIBIT "B"

C.3 BID ITEMS:

IFB 11204C Plumbing Pumps Parts and Components

BID ITEMS AND INSTRUCTIONS:

1. Fill in the price list number, date and price column to be used in analyzing your bid response on each manufacturer that you choose to quote. Be sure to put a (-) in front of the percentage if it involves a discount from a published manufacturer's list price, a (+) if it is a markup above published dealer cost sheet, and a "0" if your pricing is "Net". If multiple discounts apply to different sections of a manufacturer's price sheet, please list the individual discounts along with the categories that they apply to. If space restrictions do not allow you to enter all of the discount information in the box provided, you may enter "see attached" in the discount column and provide a separate, clearly identified sheet with your bid that shows all of the discount categories for the manufacturer.

2. Bidders may quote on any or all items listed. Award may be made by individual item.

3. Bidders must provide a copy of the applicable manufacturer's price list with their bid response for all items that are quoted. Failure to include these price lists may cause your bid to be considered non-responsive.

Bid Item #	Manufacturer	Price List To Be Used (Link or Copies of price lists for all manufacturers you are quoting must be furnished with your bid response)	% Discount (-) from Manufacturer's Suggested List or % Markup (+) from Dealer Cost Sheet
1	**Bell Gossett Pumps (No Substitute)**		Markup 20 to 25% from cost
	Price List #:	varies based on series and/or model	
	Dated:	March 30th, 2026	
	Price Column:		
	Price List Link:	https://www.xylem.com/en-us/brand/bell-gossett/	
2	**Blue Diamond Pumps (No Substitute)**		
	Price List #:	varies based on series and/or model	Markup 20 to 25% from cost
	Dated:	March 30th, 2026	
	Price Column:		
	Price List Link:	https://bluediamondpump.com/us/	
3	**EBARA Pumps Americas (No Substitute)**		Markup 20 to 25% from cost
	Price List #:	varies based on series and/or model	
	Dated:	March 30th, 2026	
	Price Column:		
	Price List Link:	https://www.pumpsebara.com/	
4	**Flygt Pumps (No Substitute)**		Markup 20 to 25% from cost
	Price List #:	varies based on series and/or model	
	Dated:	March 30th, 2026	
	Price Column:		
	Price List Link:	https://www.xylem.com/en-us/brand/flygt/	

IFB 11204C Plumbing Pumps Parts and Components			
5	**Gorman-Rupp Pumps (No Substitute)**		Markup 20 to 25% from cost
	Price List #:	varies based on series and/or model	
	Dated:	March 30th, 2026	
	Price Column:		
	Price List Link:	https://www.grpumps.com/	
6	**HCP Pumps America (No Substitute)**		Markup 20 to 25% from cost
	Price List #:	varies based on series and/or model	
	Dated:	March 30th, 2026	
	Price Column:		
	Price List Link:	https://hcppumpsofamerica.com/	
7	**Homa Pump Technology (No Substitute)**		Markup 20 to 25% from cost
	Price List #:	varies based on series and/or model	
	Dated:	March 30th, 2026	
	Price Column:		
	Price List Link:	https://homapump.com/	
8	**KSB Pump (No Substitute)**		Markup 20 to 25% from cost
	Price List #:	varies based on series and/or model	
	Dated:	March 30th, 2026	
	Price Column:		
	Price List Link:	https://www.ksb.com/en-us	
9	**Liberty Pumps (No Substitute)**		Markup 20 to 25% from cost
	Price List #:	varies based on series and/or model	
	Dated:	March 30th, 2026	
	Price Column:		
	Price List Link:	https://www.libertypumps.com/en-us/Landing	
10	**Pentair/Fairbanks Morse Pumps (No Substitute)**		Markup 20 to 25% from cost
	Price List #:	varies based on series and/or model	
	Dated:	March 30th, 2026	
	Price Column:		
	Price List Link:	https://www.pumps.org/members/pentair-fairbanks-nijhuis/	
11	**Sulzer Pumps (No Substitute)**		Markup 20 to 25% from cost
	Price List #:	varies based on series and/or model	
	Dated:	March 30th, 2026	
	Price Column:		
	Price List Link:	https://www.sulzer.com/en/products/pumps/pumps-by-type	

IFB 11204C Plumbing Pumps Parts and Components			
12	**Tsurumi Pumps (No Substitute)**		Markup 20 to 25% from cost
	Price List #:	varies based on series and/or model	
	Dated:	March 30th, 2026	
	Price Column:		
	Price List Link:	https://www.tsurumipump.com/	
13	**Weil Pumps (No Substitute)**		Markup 20 to 25% from cost
	Price List #:	varies based on series and/or model	
	Dated:	March 30th, 2026	
	Price Column:		
	Price List Link:	https://wilo.com/weil/en_us/	
14	**Zoeller Pumps (No Substitute)**		Markup 20 to 25% from cost
	Price List #:	varies based on series and/or model	
	Dated:	March 30th, 2026	
	Price Column:		
	Price List Link:	https://zoellerpumps.com/	

Department of General Services
PURCHASING DIVISION
www.denvergov.org/purchasing
Phone: 720.913.8100

City and County of Denver
Purchasing Division
201 W. Colfax Ave.
Department 304, 11th Floor
Denver, CO 80202

Procurement Analyst Name: Leann Rush
Procurement Analyst Email: leann.rush@flydenver.com

Invitation for Bid

For Master Purchase Order Agreement

IFB No. 11204C
Plumbing Pumps, Parts and Components

SCHEDULE OF EVENTS

• IFB Issued	3/20/2026		
• Deadline to Submit Additional Questions	3/24/2026	4:00 P.M.	Local Time
• Response to Written Questions	3/26/2026	4:00 P.M.	Local Time
• Bid Due Date	4/2/2026	4:00 P.M.	Local Time

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

VENDOR SIGN HERE

Company Name: Ryan Herco Products dba. Denver Industrial Pumps

-Note: Vendor company name to be the legal entity that will enter into a contract with the City if awarded pursuant to this solicitation-

By: Phoenix Sullivan

(Printed or Typed Name)

Signature: Phoenix Sullivan

Signature constitutes acceptance of all Terms and Conditions listed on this form and all documents attached.

Email: phoenix.sullivan@denverpumps.com

Phone: 720-403-0253

The City contracts with Rocky Mountain E-purchasing System (BidNet®) in the advertisement and facilitation of solicitations administered by the City's General Services Purchasing Division; therefore, respondents must ONLY rely on documents provided on the Rocky Mountain E-purchasing System (BidNet®) website or as communicated directly from the analyst. Only rely on this web address: https://www.bidnetdirect.com/colorado

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