

## Master Purchase Order

DO NOT INVOICE TO THIS ADDRESS		Workday™ Supplier Contract No. SC-00010437	
City & County of Denver		Date: 6/12/25	
Purchasing Division		Payment Terms	Net 30
201 West Colfax Avenue, Dept. 304		Freight Terms	FOB DESTINATION
Denver, CO 80202		Ship Via	Best Way
United States		Analyst:	Tim Marquez
Phone: 720-913-8100 Fax: 720-913-8101		Phone:	730-913-8114



Workday SUP-00020980 Phone: XXX-XXX-XXXX  
Supplier ID:

Email: jgrouette@lljohnson.com

Ship To: Multiple City Agencies

Bill To: As Specified By Agency

LLJMWT, LLC  
dba LL Johnson Dist. Co.  
4700 Holly St.  
Denver, CO 80216  
Attn: Jason Grouette  
Colorado Secretary of State ID: 20251407193  
U.S. Federal SAM Registry Verification Date: 06/04/2025

### 1. Goods/Services:

LLJMWT, a Foreign Limited Liability Company, ("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 Master Purchase Order 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/Renewal:

The effective period of the Master Purchase Order shall be from the date of City signature to July 31, 2027. The City and the vendor may mutually agree to renew and continue this agreement 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 agreement and no renewal shall surpass July 31, 2029.

### 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. 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 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 and all cost thereof have been included in the prices contained herein. City shall not be liable for the payment of taxes, late charges, or penalties of any nature, except as required by D.R.M.C. § 20-107, et seq. The price of all goods/services shall reflect all applicable tax exemptions. City's Federal Registration No. is 84-6000580 and its State Registration No. is 98-02890. Vendor shall pay all sales and use taxes levied by City on any tangible personal property built into the goods/services. Vendor shall obtain a Certificate of Exemption from the State of Colorado Department of Revenue prior to the purchase of any materials to be built into the goods/services and provide a copy of the Certificate to City prior to final payment.

**8. Risk of Loss:**

Vendor shall bear the risk of loss, injury, or destruction of goods prior to delivery to City. Loss, injury, or destruction shall not release Vendor from any obligation hereunder.

**9. Invoice:**

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

**10. Payment:**

Payment shall be subject to City's Prompt Payment Ordinance D.R.M.C. § 20-107, et seq., after City accepts the goods/services. Any other provision of this Master Purchase Order notwithstanding, in no event shall the City be liable for aggregate payments under this Master Purchase Order in excess **Fifteen Million Dollars and Zero Cents (\$15,000,000.00)**. Vendor acknowledges that any goods/services provided beyond those specifically described in **Exhibit A** 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 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 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.*

**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 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.

Master Purchase Order SC-00009304 is terminated upon signature of this MPO.

This Master Purchase Order is acknowledged and agreed to by:

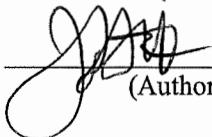
**City & County of Denver, Purchasing Division**

**Vendor  
Name:**

LLJMWT LLC

(Company Name)

By:



(Authorized Signature)

Print Name:

JASON GRAMETTE

Title:

INTEGRATION CONSULTANT

Date:

06/17/2025

By:



Print  
Name:

Tim Marquez

Title:

Senior Procurement Analyst

Date:

6/17/2025

Procurement Manager:

Bruski, Ruth -  
GS Purchasing Manager -  
Manager -  
Digitally signed by  
Bruski, Ruth - GS  
Purchasing Manager -  
Date: 2025.06.12  
09:22:13 -06'00'

**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):

**Vendor  
Name:**

\_\_\_\_\_

(Company Name)

By:

\_\_\_\_\_

(Authorized Signature)

Print Name:

\_\_\_\_\_

**City & County of Denver, Purchasing Division**

By:

\_\_\_\_\_

Print Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

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 Name:** \_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_  
(Authorized Signature)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**City & County of Denver, Purchasing Division**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

EXHIBIT "A"

Vendor: LLJMW, LLC  
Solicitation/ Award Title: PARKS & GOLF EQUIPMENT WITH  
STRATEGIC LONG-TERM PARTS & SERVICE  
CONSIDERATIONS  
Solicitation No. /Internal File Reference Location: 0733A-2024

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**It is recommended that you use your Supplier Contract No. SC-00010437, in all future correspondence and/or other communications.**

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

All equipment, replacement parts and components shall be discounted off the manufacturer's listed price at the time of delivery. See Exhibit B for discount percentages.

**A.1 F.O.B. POINT:**

Prices quoted shall be F.O.B. Destination and delivered, as required, to the following points:

**Parks Operations Building**

- 945 S. Huron Street, Denver, CO 80223

**Denver Golf Courses**

- City Park Golf Course  
3181 East 23rd Ave., Denver, CO 80205
- Evergreen Golf Course  
29614 Upper Bear Creek Road, Evergreen, CO 80439
- Harvard Gulch Golf Course  
660 East Iliff Ave., Denver, CO 80212
- Overland Golf Course  
1801 S. Huron Street, Denver, CO 80223
- Willis Case Golf Course  
4999 Vrain St., Denver, CO 80212
- John F. Kennedy Golf Course  
10500 E. Hampden Ave., Denver, CO 80014
- Wellshire Golf Course  
3333 S. Colorado Blvd., Denver, CO 80222

**A.2 DELIVERY/SERVICE CONSIDERATIONS:**

All deliveries/ services shall be made between the hours as listed in section A.4.a.2.i.d.1-2 below.

**A.3 WARRANTY GUARANTEE:**

Vendor shall be fully responsible for all warranty work, regardless of whether manufacturers of equipment, and/or its component parts, provide the actual warranty coverage. In addition, vendor shall have or establish a single, local source that will accomplish or coordinate any necessary warranty work. Vendor shall respond to requests for warranty assistance within twenty-four (24) hours.

Vendor understands that golf and parks equipment oil change intervals may be based on laboratory analysis rather than

manufacturer recommended hour intervals. Break-in oil changes will be done according to manufacturer recommendations. The City will use lubricants that meet or exceed manufacturer recommendations. Vendor agrees that using oil testing to determine oil change intervals does not void any written or implied warranties. If there is a dispute on a warranty claim related to oil change intervals, the vendor shall request in writing and the City will provide the specified equipment's oil change tests and maintenance records.

#### A.4 CUSTOMER SERVICE PROTOCOLS:

##### A.4.a.1 EQUIPMENT SERVICE AND TRAINING CONSIDERATIONS (MISCELLANEOUS GROUP EXCLUDED):

- i. The vendor shall continually train their technicians (in-house and factory) to service/repair City equipment purchased under this agreement as required.
- ii. The vendor's local service manager will provide technical service and support to the City; in his/her absence the regional service manager will substitute.
- iii. The vendor will provide to the City a general preventive maintenance service seminar for the initial delivery of equipment on a day, time, and location mutually agreed upon by the City and the vendor at NO CHARGE. The vendor shall provide comparable training for additional equipment that is purchased subsequently by the City for the duration of this agreement at NO CHARGE.
- iv. Vendor/Manufacturer shall allow City personnel to perform site visits, as necessary, to each local vendor location, or identifiable equivalent, to see the repair area as well as observe and discuss directly with the manufacturer, how accessories/attachments are installed/removed from out front rotary units, specifically, as well as any other accessories and/or attachments on purchased equipment.
- v. All service maintenance and repairs shall be performed at a City location when feasible. When not feasible, the vendor shall pick up the equipment from the City location and be taken to the vendor's place of business at NO CHARGE.
- vi. The vendor will provide to the City loaner equipment when City equipment repair timeline exceeds 48 hours/2 Business Days at NO CHARGE until the repaired City equipment is returned.
- vii. Vendor shall forward equipment technical bulletins and recall notices to the City.
- viii. Vendor will provide One (1) Service / Maintenance / Repair Manual at NO CHARGE per piece of equipment type per applicable facility for each model delivered in both digital and paper format.

##### A.4.a.2 PARTS AND COMPONENT CONSIDERATIONS:

The City has a set of standard parts expectations that are used in all parts contractual agreements. The City shall coordinate with the Vendor to identify a list of what must be carried in local inventory by the Vendor and what will be used on a standard basis by the City. This list is subject to change at the City's sole discretion.

###### i. STANDARD CITY PARTS AND COMPONENT DELIVERY PROTOCOL:

- a) Vendor is required to maintain adequate local inventories to cover normal usage by agencies (primarily Golf and/or Parks) of the City.
- b) Upon initial parts price and availability request by the City, the vendor shall contact the agency via email within two (2) hours of the initial City request and communicate the anticipated lead-time and pricing of the requested items.

- c) All in-stock parts will be shipped via common carrier with anticipated next-day delivery.
- d) Parks and Golf Operating Hours.
  - 1. Parks normal business hours for parts delivery are 6:00 AM to 3:30 PM.
  - 2. Golf normal business hours are 6:00 AM to 1:30 PM with availability to drop parts at golf shops between 8:00 AM to 5:00 PM.
- e) The vendor shall collaborate with Denver Golf and Parks for their specific delivery requirements.
- f) Deliveries of Toro brand items not in stock at vendor location but in-stock at Toro will be shipped to City agency via UPS Second Dar Air billed at normal ground rate.
- g) In the event an order cannot be delivered within the timelines above; the vendor shall contact the agency within two (2) hours of the initial City request and communicate the anticipated lead-time and/or other update.
- h) Items ordered by the City requiring expedited next-day air service will be billed at normal ground rate + \$25.00 for orders with a total weight of 70-lbs. or less. Any ordered items requiring LTL service or oversized/overweight service will be billed at current service rates. Approval for any of these delivery needs must be provided by an authorized City Agency in writing prior to choosing any shipping option other than standard shipping.
  - 1. The City defines next day delivery as delivery to the City location within twenty-four (24) hours from the time of the City's initial request.
  - 2. The City defines two-day shipping as within forty-eight (48) hours from the time of the City's initial request.
  - 3. The City may request that the Vendor provide a quote that identifies the cost of the materials via standard shipping and/or a quote that identifies twenty-four (24) hour shipping, in order to determine if the expedited of the materials is required.
  - 4. However, the City shall not compensate the vendor for any freight costs for those items specifically identified by each agency in writing that the vendor is to routinely stock for that agency, including any next day or two-day shipping costs.
- i) The City shall not compensate the vendor for expedited freight costs for those items specifically identified by each agency, in writing, that the vendor is to routinely stock for that agency.
- j) Continual shortages and expedite requirements on the part of the City due to the vendor's inventory shortages may result in termination of Master Purchase Order agreement (see Section B.8 for Liquidated Damages).
- k) Vendor will allow the City to pick up parts within two (2) business hours after an order has been placed- when required.

ii. PRODUCT RETURN PROTOCOL

- a) Agencies shall receive full credit for any vendor stocking parts/components returned within 365 calendar days of initial delivery provided the parts/components are in the original packaging and free from defects and in a sellable condition. All non-stock parts/components will be credited at 100% of the purchase price minus any return shipping to vendor.
- b) Agencies shall receive a minimum of one-half (1/2) or greater credit for any parts/components returned within 366-730 calendar days of initial delivery provided the parts/components are in the original packaging, free from defects and in a sellable condition, and a current selling part in the Toro catalog.
- c) City agencies shall contact the vendor within thirty days of agreement initiation to collaborate in

relation to return parts/ components protocol(s).

iii. PALLETS

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

iv. PARTS AND COMPONENT WARRANTY

- a) Vendor warrants and guarantees to City that parts and components furnished under the agreement shall be free from defects in workmanship and materials, are merchantable, and fit for the purposes for which they are to be used.
- b) For any Toro goods furnished under the agreement which become defective within twenty- four (24) months after date of receipt by City or 1,500 hours of operation by City, Vendor shall either, at City's election and to City's satisfaction, remedy 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. Vendor shall be fully responsible for 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.
- c) Pursuant to subsection "b" above, City shall provide model number, serial number, and current operating hours of parent component machine and or accessory if applicable. City shall provide date of install of part or component to be warrantied and a brief explanation of why the part or component failed. Vendor will not reimburse labor, transportation or monetary losses incurred by alleged defect.

A.4.a.3 SOFTWARE:

For Equipment Groups "Turf Machines", "Utility Vehicles", and "Tractors", vendor may provide Equipment Management Software, access to online software training and available upgrades as part of the term of this agreement at NO CHARGE. Software should include, at a minimum, modules for Equipment Management Inventory, Maintenance/Work Orders, Scheduled Maintenance and Parts Inventory. Standard reports from machinery may include hours on task, gas or fuel efficiency and any other standard reports as identified.

Any offered software may be required to undergo a Vendor Risk Assessment by the City's Technology Services department prior to award and implementation.

Unless otherwise required by law, the City has exclusive ownership of all City Data under this Agreement, and the Contractor shall have no right, title, or interest in City Data obtained in connection with the goods provided herein. The City retains the right to access and retrieve City Data stored on the Contractor's infrastructure at any time during the Term. All City Data created and/or processed hereunder, if any, is and shall remain the property of the City and shall in no way become attached to goods, nor shall the Contractor have any rights in or to the City Data without the express written permission of the City. This Agreement does not give a Party any rights, implied or otherwise, to the other's data, content, or intellectual property, except as expressly stated in this Agreement. The City retains the right to access and retrieve data stored on the Contractor's infrastructure at any time during the Term.

**A.5 TORO BRAND PURCHASE INCENTIVE**

Vendor agrees to offer the City \$50,000 in free Toro equipment for every \$1,000,000 of purchased Toro equipment, irrigation or factory service school. For every \$1,000,000 of applicable purchases made by the City, vendor shall notify City of incentive opportunity.

**LIQUIDATED DAMAGES:**

If the vendor fails to deliver the supplies or perform the services within the time specified in their contract, or any extension thereof, the actual damages to the City for the delay may be difficult or impossible to determine. Therefore, in lieu of actual damages, the vendor shall pay to the City as fixed, agreed and liquidated damages for each calendar day of delay, the amount of \$50/day for large equipment and \$10/day for small equipment. 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 liquidated damages accruing until such time as the City may reasonably obtain delivery or performance of similar supplies and services. The vendor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the vendor.

**A.6 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 by the vendor.

**A.7 EMERGENCY 24-HOUR SERVICES:**

Emergency twenty-four (24) hour service is to be provided by vendor at no additional cost. The name and phone number of the individual(s) to contact for emergency service shall be furnished to the City:

John Bertsch, Service Manager (720) 641-3878

Brent Szafraniec, Territory Manager (720) 641-3865

Tyrel Muheim, Territory Manager (720) 908-0944

This service requires a live telephone answering service with the capability of immediately contacting operating personnel at all times. Recorded telephone answering service is not acceptable.

**A.8 VENDOR PERFORMANCE MANAGEMENT:**

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

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

## SECTION A: EXHIBIT B

Golf & Parks Equipment Proposal Items							Proposal Pricing				
Equipment Group	Item #	Category	Brand/Type	Model(s)	Standard Equipment		Pattlen (L.J. Johnson)			Total Price w/ Discount	Alternative/Notes
					List Price Gas	List Price Diesel	Hybrid/Electric/Other	Discount-List	Discount- Replacement Parts & Components		
1	Triplex Mower	Toro Groundmaster 3500-D	Toro 30807	Kubota 3-cylinder, liquid-cooled, diesel; Power: 24.8 hp Tier 4-Diesel compliant; 3wd Sleewinder rotary cutting deck; Required Accessories: Lights, ROPS, Wireless hour meter	\$58,206.61			25%	6+% non-performance; 15-30% performance	\$ 43,654.96	
2	Triplex Mower	Toro Greensmaster eTriflex Series 3700-150cm Cutting Width	Toro 04591	48V System, lithium-ion battery with charger; 11 blade reels with grooved front rollers; Required Accessories: Lights, ROPS, Wireless hour meter, and Groomers			\$95944.36	25%	6+% non-performance; 15-30% performance	\$ 71,958.27	
3	Triplex Mower	Toro Greensmaster eTriflex 3350 hybrid-150 cm Cutting Width	Toro 04580	Kawasaki 10.8 kW (14.5 HP) gas engine with 11 blade reels, grooved front rollers; Required Accessories: Lights, ROPS, Wireless hour meter, and Groomers			\$89,037.36	25%	6+% non-performance; 15-30% performance	\$ 66,778.02	
4	Triplex Mower	Toro Greensmaster 3150-Q Gas	Toro 04358	Briggs and Stratton air-cooled gas engine, 13.4 kW (18 hp) 8 blade reels with smooth front rollers; Required Accessories: Lights, ROPS, Wireless hour meter, and Groomers	\$66,679.76			25%	6+% non-performance; 15-30% performance	\$ 50,909.82	
5	Fairway Mower	Toro Reelmaster 5410-D 2WD	Toro 03952	Yanmar 3-cylinder, liquid-cooled, diesel engine; 27.5 kW (36.8 hp), 105 Nm torque, 1.64 litre displacement; Tier IV Final compliant; 5" cutting reels; Required Accessories: Lights, ROPS, Canopy, Ball Shields, Wireless hour meter	\$ 104,385.61	\$ 115,756.00		25%	6+% non-performance; 15-30% performance	\$78,289.21 (D), \$86,837.00 (HEC)	
6	Rotary Mower	Toro Reelmaster 5610-D 4WD	Toro 03956	Yanmar 3-cylinder, liquid-cooled, turbo-diesel engine; 32.4 kW (43.5 hp), 105 Nm torque, 1.60 litre displacement; Tier IV Final compliant; 7" cutting reels; Required Accessories: Lights, ROPS, Canopy, Ball Shields, Wireless hour meter	\$ 118,910.61			25%	6+% non-performance; 15-30% performance	\$ 89,182.56	
7	Rotary Mower	Toro Groundmaster 4500 27m Cutting Width 4WD	Toro 30895	Yanmar 4-cylinder liquid-cooled, turbo-charged diesel; Power: 41.1 kW (55 hp); EPA Tier IV Final and Stage V compliant; Required Accessories: Lights, ROPS, Canopy, Ball shields, Wireless hour meter; 4WD; 5 individual decks	\$ 116,970.13			25%	6+% non-performance; 15-30% performance	\$ 87,727.60	
8	Rotary Mower	Toro Groundmaster 4000-D with ROPS	Toro 30609	Yanmar 4TNV84T 4-cylinder, liquid-cooled, turbo-charged diesel; EU Stage III B standards; Tier IV compliant; Required Accessories: Lights, ROPS, Canopy, Ball shields, Wireless hour meter; 4WD; 3 decks 11' wide	\$ 114,833.66			25%	6+% non-performance; 15-30% performance	\$ 86,125.25	

14	Sweeper	Toro Rake-O-Vac Turf Sweeper/ Vacuum	Toro 07055	Standard configuration; Kohler Command Pro CH682, 23 hp gas; Required Accessories: Safety chain kit and wireless hour meter		\$ 58,549.00	25%	6+% non-performance; 15-30% performance	\$ 43,911.75
15	Sweeper	Toro Pro Sweep Series Debris Sweeper	Toro 07068	Standard configuration; Hydraulic driven; Required Accessories: Wheel scraper kit, Safety chain kit		\$ 21,468.13	25%	6+% non-performance; 15-30% performance	\$ 16,101.10
16	Blower	Toro Pro Force Series Debris Blower with wireless remote	Toro 44552	Standard configuration; Required Accessories: Wireless hour meter	\$ 13,539.61		25%	6+% non-performance; 15-30% performance	\$ 10,154.71
17	Topdress	Toro 21 cuft. ProPass 200 Series Topdresser Bed Mounted	Toro 44751	Hydraulic power from mounted vehicle. Mounting vehicle TBD (Workman, ProGator or Jacobsen XD)		\$ 20,205.00	25%	6+% non-performance; 15-30% performance	\$ 15,153.75
18	Topdress	Toro 21 cuft. ProPass 200 Series Topdresser Tow Behind	Toro 44751	Compatible with Toro HDX; Standard configuration; Remote controller; Required Accessories: Hopper extension and hydraulic quick disconnect		\$ 23,324.00	25%	6+% non-performance; 15-30% performance	\$ 17,493.00
19	Topdress	Toro 4 cu. yd. MH-400 Series Broadcast Style Topdresser Wireless	Toro 44954	Standard configuration; Required Accessories: Twin Spinner Assembly, Cross-Conveyor Swivel Kit that extends up to 63.3" (159.5 cm) from centerline of topdresser, Hopper Vibrator, 2 to 4 wheel brakes		\$ 62,890.00	25%	6+% non-performance; 15-30% performance	\$ 47,167.50
20	Aerator	Toro ProCore 648s Series Turf Aerator	Toro 09960	50.12" (127.3 cm) operating width; Kohler® 2-cylinder, air-cooled, 23 hp (17.1 kW) gross, 19 hp; Coring head kit; Include wireless hour meter; Required Accessories: Mini tire head kit, Needle tire head kit, Tire scraper kit, Rear roller kit, Windrower kit, LED light kit, Turf guards for each head kit variation	\$ 50,794.15		25%	6+% non-performance; 15-30% performance	\$ 38,095.61
21	Aerator	Toro 64" ProCore 84 Turf Aerator	Toro 09715	64" operating width; Standard configuration with coring head; Required Accessories: Mini tire head, Needle tire head and turf guards for each head kit variation		\$ 51,589.59	25%	6+% non-performance; 15-30% performance	\$ 36,692.19
22	Aerator	Toro 98" ProCore 1298 Turf Aerator	Toro 09716	98" operating width; Standard configuration with coring head; Required Accessories: Mini tire head, Needle tire head and turf guards for each head kit variation		\$ 65,538.66	25%	6+% non-performance; 15-30% performance	\$ 49,154.00
23	Power Broom	Toro Bullseye QuickGroom 550 Series	Toro 46400	Standard configuration		\$ 8,691.00	5%	6+% non-performance; 15-30% performance	\$ 8,256.45

1	Reel and Bedknife	Foley	Various	Complete product line of Reel Grinders and Bedknife Grinders		\$ 99,595.00	10%	0%	\$ 89,635.50			
1	Heavy Utility Vehicle	Toro Workman HDX 4WD	Toro 07386	Quote gas and diesel options; 4WD - 1266 cargo capacity; Required Accessories: Lights, ROPS, Wireless hour meter, Hydraulics set up for operating pull behind Toro Pro Sweep and bed mounted topdressers	\$ 51,044.51	\$ 51,044.51	25%	6+%	non-performance; 15-30% performance	\$ 38,283.46		
2	Light Utility Vehicle	Toro Workman G7X Lithium-Ion Battery Powered	Toro 07431TC	Three Lithium-Ion (SD) batteries; 540 amps max with regenerative motor braking, roll-away protection, thermal cutback, sealed/waterproof, status light, and three power modes; Required Accessories: Lights, Canopy, Windshield, Wireless hour meter, Plastic bed		\$ 24,272.55	25%	6+%	non-performance; 15-30% performance	\$ 18,204.41		
3	Light Utility Vehicle	Toro Workman MDX Series	Toro 07232TC, 08303	600 cc, liquid-cooled, 2-cylinder, Kubota diesel; Biodiesel ready for use up to B-20 (20% biodiesel and 80% petroleum blend); E Lithium-Ion batteries with integrated Battery Management System (BMS) Required Accessories: Canopy, Windshield, Electric bed lift, Brush Guard, ROPS, Brake/Tail/Signal light Kit, Receiver hitch	\$ 22,624.38	\$ 31,387.22	25%	6+%	non-performance; 15-30% performance	\$16,982.29 (G), \$23,540.42 (HED)		
4	Light Utility Vehicle	Toro Workman UTX Series	Toro 08100 (2-Pass)	.998L inline 4-cylinder, gasoline, 40 hp (29.8 kW), liquid-cooled; Required Accessories: Canopy, Glass windshield with wiper and washer, Polycarbonate windshield, Doors, Rear panel, Heat, Air conditioning, Overhead console, Under seat storage, Work lights, Beacon, Electric bed lift, Back up alarm, 12v power source, Side mirrors, Rearview mirror, Bed raking, 27" tires, Draw bar, Supervisor key, Boss plows and Boss salt spreader	\$ 49,853.33			7%	6+%	non-performance; 15-30% performance	\$ 46,364.15	
5	Light Utility Vehicle	Toro Workman UTX Series	Toro 08102 (4-Pass)	.998L inline 4-cylinder, gasoline, 40 hp (29.8 kW), liquid-cooled; Required Accessories: Canopy, Glass windshield with wiper and washer, Polycarbonate windshield, Doors, Rear panel, Heat, Air conditioning, Overhead console, Under seat storage, Work lights, Beacon, Electric bed lift, Back up alarm, 12v power source, Side mirrors, Rearview mirror, Bed raking, 27" tires, Draw bar, Supervisor key, Boss plows and Boss salt spreader	\$ 56,568.93			7%	6+%	non-performance; 15-30% performance	\$ 52,509.10	
1	Tractor	John Deere 5067E Tractor 4WD	John Deere 5067E	Standard configuration; Shuttle shift; 57 hp diesel; 53hp at pto; Rear lift 3pt hitch capacity 3,192-lb; Turf tires; Two rear selective control valves; Three front selective control valves; hydraulic hose ports	\$ 127,651.53				6+%	non-performance; 15-30% performance	\$ 95,738.65	
											Toro Outcross DA 07511DA Full Cab and Loader; Yanmar 60 HP Turbo Diesel. <a href="https://cdn.thetorocompany.com/api/assets/orange/6264-6a0-9f5e-457607700db3">https://cdn.thetorocompany.com/api/assets/orange/6264-6a0-9f5e-457607700db3</a>	

2023 Product Lineup										
Product Type			Product Description		Key Features		Performance Metrics		Cost & Availability	
Tractors	2	Tractor	John Deere 3046R Compact Utility Tractor 4WD	John Deere 3046R	Standard configuration; Hydrostatic drive; 45hp turbo diesel; 33.9 hp at pto; Rear lift; 3pt; capacity 2,194-lb.; Cruise control; Turf tires; Two rear selective control valves; Three front selective control valves; Hydraulic hose ports; Required Accessories: Front bucket	\$ 110,901.31	25%	64% non-performance; 15-30% performance	\$ 83,475.96	Toro Outcross BA 07511BA; Open cab with front loader Yanmar 60 HP Turbo Diesel. <a href="https://cdn.thetorocompany.com/api/assets/storage/623_b8071142-ae26-4be0-9fe5-49760770d6b3">https://cdn.thetorocompany.com/api/assets/storage/623_b8071142-ae26-4be0-9fe5-49760770d6b3</a>
	3	Tractor	Ventrac 4520N Compact Tractor	John Deere 4520N	Kubota 32.5HP; Liquid cooled; Gas EFI; Include wireless hour meter; Required Accessories: all Ventrac attachments and accessories ~ 31 different attachment options	\$ 190,562.47	11%	64% non-performance; 15-30% performance	\$ 169,600.60	
Miscellaneous	1	Power Tools	Power Tools	Various	Complete product line of Sod Course Equipment, Parts and Accessories	\$ 22,387.61	25%	64% non-performance; 15-30% performance	\$ 16,990.71	Toro Greenspro 1260: 44913 Honda Gas 4.5HP 48" width Single Drive Roller <a href="https://cdn.thetorocompany.com/api/assets/storage/512a6f86-8b5a-44c3-3041-905586f6a805">https://cdn.thetorocompany.com/api/assets/storage/512a6f86-8b5a-44c3-3041-905586f6a805</a>
					Power tools including but not limited to: Sod cutters, Plate compactors, Pressure washers, Chainsaws (gas and electric), Walk mowers, String trimmers, Hedge trimmers, Brush cutters, Pruners, Edgers, Wood splitters, Blowers, Generators, Aerators					Toro (20% handheld, 27% walk powered snow equip), J. Harper Turf Equip. (35% equip., 15% accessories), Lely Turf Equip., True Surface, Classen Turf Care, Maruyama Stringer, 1st Products (all 10% MSRP)
Service Rates										
Standard Shop Rate		\$ 135.00		hour						
Expedited Shop Rate		\$ 150.00		hour						
Field Rate		\$ 165.00		hour						