


Master Purchase Order

DO NOT INVOICE TO THIS ADDRESS		 DENVER <small>THE MILE HIGH CITY</small>	Supplier Contract No.		SC-00006147	
City & County of Denver			Date:	7/28/2021	Revision No.	1
Purchasing Division			Payment Terms	Net 30	Resolution <small>(as applicable)</small> :	
201 West Colfax Avenue, Dept. 304			Freight Terms	DESTINATION		
Denver, CO 80202			Ship Via	Best Way		
United States			Buyer:	Elizabeth Hewes		
Phone: 720-913-8100 Fax: 720-913-8101			Phone:	720-913-8109		

Workday Supplier ID: SUP-00011538 Phone: 970-592-9011

Email: devin@beckerfrco.com

Becker First Responder CO, LLC
 128 30th Street, Unit B
 Greeley, CO 80631

Ship To: Denver Fire Department
 Ordering Facility at Time of Order

Attn: Devin Becker
 Colorado Secretary of State ID: 20211414728
 U.S. Federal SAM Registry Verification Date: 7/22/2021

Bill To: As Specified By Agency

1. Goods/Services:

Becker First Responder Co., a limited liability company in the state of Colorado, ("Vendor") shall provide the goods, and any services related thereto, identified and described on attached **Exhibit A**, to the City and County of Denver, a Colorado municipal corporation (the "City"), all in accordance with the terms and conditions of this Master Purchase Order.

2. Ordering:

The City shall purchase one or more of the goods/services by issuing a written purchase order(s) or similar appropriate written document ("Order"), each of which will be deemed incorporated into this Agreement for purposes of such Order only.

3. Pricing:

The pricing/rates for the goods/services is contained on **Exhibit A** and shall be held firm for the term of this Master Purchase Order.

4. Term:

The term of this Master Purchase Order shall run one (1) year from the date of October 18, 2021.

5. Extension or Renewal:

It is also a specific provision of this Master Purchase Order that the City and the vendor may mutually agree to renew and continue this Purchase Order for additional periods of one year at the same terms and conditions. However, no more than two (2) yearly extensions shall be made to this Master Purchase Order.

6. Non-Exclusive:

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

7. Inspection and Acceptance:

City may inspect all goods/services prior to acceptance. Payment does not constitute acceptance. Vendor shall bear the cost of any inspection/testing that reveal goods/services that are defective or do not meet specifications. City's failure to accept or reject goods/services shall not relieve Vendor from its responsibility for such goods/services that are defective or do not meet specifications nor impose liability on City for such goods/services. If any part of the goods/services are not acceptable to City, City may, in addition to any other rights it may have at law or in equity: (1) make a warranty claim; (2) repair and/or replace the goods or substitute other services at Vendor's expense; or (3) reject and return the goods at Vendor's cost and/or reject the services at Vendor's expense for full credit. Any rejected goods/services are not to be replaced without written authorization from City, and any such replacement shall be on the same terms and conditions contained in this Master Purchase Order. Vendor shall perform all services in accordance with the standard of care exercised by highly competent vendors who perform like or similar services.

8. Shipping, Taxes and Other Credits and Charges:

All pricing is F.O.B. destination unless otherwise specified. Shipments must be marked with Vendor's name, the Master Purchase Order number, and contain a delivery or packing slip. Vendor shall not impose any charges for boxing, crating, parcel post, insurance, handling, freight, express or other similar charges or fees. Vendor shall notify City in writing of any price decreases immediately, and City shall receive the benefit thereof on all unshipped items. Vendor shall comply with any additional delivery terms specified herein. Vendor shall be responsible for the cleanup and reporting of any contamination (environmental or otherwise) or spillage resulting from the delivery and/or unloading of goods within twenty-four (24) hours of the contamination or spillage or sooner if required by law. Vendor shall procure all permits and licenses; pay all charges, taxes and fees; and give all notices necessary and incidental to the fulfillment of this Master Purchase Order and all cost thereof have been included in the prices contained herein. City shall not be liable for the payment of taxes, late charges or penalties of any nature, except as required by D.R.M.C. § 20-107, et seq. The price of all goods/services shall reflect all applicable tax exemptions. City's Federal Registration No. is 84-6000580 and its State Registration No. is 98-02890. Vendor shall pay all sales and use taxes levied by City on any tangible personal property built into the goods/services. Vendor shall obtain a Certificate of Exemption from the State of Colorado Department of Revenue prior to the purchase of any materials to be built into the goods/services and provide a copy of the Certificate to City prior to final payment.

9. Risk of Loss:

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

10. Invoice:

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

11. Payment:

Payment shall be subject to City's Prompt Payment Ordinance D.R.M.C. § 20-107, et seq. after City accepts the goods/services. Any other provision of this Agreement notwithstanding, in no event shall the City be liable for aggregate payments under this Master Purchase Order in excess of **two million, one hundred fifty-four thousand, dollars (\$2,154,000.00)**. The Vendor acknowledges that any goods/services provided beyond those specifically described in **Exhibit A** are performed at Contractor's risk and without authorization from the City. City's payment obligations hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Master Purchase Order, encumbered by the City after receipt of Vendor's invoice and paid into the Treasury of City. Vendor acknowledges that: (i) City does not by this Master Purchase Order, irrevocably pledge present cash reserves for payments in future fiscal years; and (ii) this Master Purchase Order is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City. City may setoff against any payments due to Vendor any claims and/or credits it may have against Vendor under this Master Purchase Order.

12. Amendments/Changes:

Only the 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 that the amount appropriated and encumbered is sufficient to cover any increase in cost due to changes or amendments. Goods/services provided without such verification are provided at Vendor's risk. The Vendor has no authority to bind City on any contractual matters.

13. Warranty:

Vendor warrants and guarantees to City that all goods furnished under this Purchase Order are free from defects in workmanship and materials, are merchantable, and fit for the purposes for which they are to be used and that any professional services associated with the goods, or stand alone professional services under \$10,000, shall be performed in a workmanlike and professional manner with the degree of skill and judgment normally exercised by recognized professionals performing services of the same or substantially similar nature. For any goods or services which are, or become defective within twelve (12) months (unless otherwise specified) after date of receipt by City, Vendor shall at no expense to City, at City's election and to City's satisfaction, either remedy any and all defects or replace the defective goods within seven (7) days of receipt of the defective goods or accept the defective goods for full credit and payment of any return shipping charges. Vendor shall be fully responsible for any and all warranty work, regardless of third party warranty coverage. Vendor shall furnish additional or replacement parts at the same prices, conditions and specifications delineated herein.

14. Indemnification/Limitation of Liability:

Vendor shall indemnify and hold harmless City (including but not limited to its employees, elected and appointed officials, agents and representatives) against any and all losses (including without limitation, loss of use and costs of cover), liability, damage, claims, demands, actions and/or proceedings and all costs and expenses connected therewith (including without limitation attorneys' fees) that arise out of or relate to any claim of infringement of patent, trademark, copyright, trade secret or other intellectual property right related to this Master Purchase Order or that are caused by or the result of any act or omission of Vendor, its agents, suppliers, employees, or representatives. Vendor's obligation shall not apply to any liability or damages which result solely from the negligence of City. City shall not be liable for any consequential, incidental, indirect, special, reliance, or punitive damages or for any lost profits or revenues, regardless of the legal theory under which such liability is asserted. In no event shall City's aggregate liability exceed the agreed upon cost for those goods/services that have been accepted by City under this Master Purchase Order. Notwithstanding anything contained in this Master Purchase Order to the contrary, City in no way limits or waives the rights, immunities and protections provided by C.R.S. § 24-10-101, et seq.

15. Termination:

City may terminate this Master Purchase Order, in whole or in part, at any time and for any reason immediately upon written notice to Vendor. In the event of such a termination, City's sole liability shall be limited to payment of the amount due for the goods/services accepted by City. Vendor acknowledges the risks inherent in this termination for convenience and expressly accepts them. Termination by City shall not constitute a waiver of any claims City may have against Vendor.

16. Interference:

Vendor shall notify the Director of Purchasing immediately of any condition that may interfere with the performance of Vendor's obligations under this Master Purchase Order and confirm such notification in writing within twenty-four (24) hours. City's failure to respond to any such notice shall in no way act as a waiver of any rights or remedies City may possess.

17. Venue, Choice of Law and Disputes:

Venue for all legal actions shall lie in the District Court in and for City and County of Denver, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and Revised Municipal Code, rules, regulations, Executive Orders, and fiscal rules of City. All disputes shall be resolved by administrative hearing, pursuant to the procedure established by D.R.M.C. § 56-106. Director of Purchasing shall render the final determination.

18. Assignment/No Third Party Beneficiary:

Vendor shall not assign or subcontract any of its rights or obligations under this Master Purchase Order without the written consent of City. In the event City permits an assignment or subcontract, Vendor shall continue to be liable under this Master Purchase Order and any permitted assignee or subcontractor shall be bound by the terms and conditions contained herein. This Master Purchase Order is intended solely for the benefit of City and Vendor with no third party beneficiaries.

19. Notice:

Notices shall be made by Vendor to the Director of Purchasing and by City to Vendor at the addresses provided herein, in writing sent registered, return receipt requested.

20. Compliance With Laws:

Vendor shall observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules, regulations and executive orders related to its performance under this Master Purchase Order. City may immediately terminate this Master Purchase Order, in whole

or in part, if Vendor or an employee is convicted, plead nolo contendere, or admits culpability to a criminal offense of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature.

21. Insurance:

Vendor shall secure, before delivery of any goods/services, the following insurance covering all operations, goods and services provided to City. Vendor shall keep the required insurance coverage in force at all times during the term of the Master Purchase Order, or any extension thereof, during any warranty period, and for three (3) years after termination of this Master Purchase Order. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, City must be notified by Vendor. Vendor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Master Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of Vendor. Risk Management reserves the right to require additional policies and/or limits based on agreement scope of work. Vendor shall provide a copy of this Master Purchase Order to its insurance agent or broker. Vendor may not commence services or work relating to the Master Purchase Order prior to placement of coverage. Contractor certifies that the attached certificate of insurance attached to the Master Purchase Order documents, preferably an ACORD certificate, complies with all insurance requirements of this Master Purchase Order. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Master Purchase Order shall not act as a waiver of Vendor's breach of this Master Purchase Order or any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements. Vendor's insurer shall name as Additional Insured to its Commercial General Liability and Business Auto Liability policies the City and County of Denver, its elected and appointed officials, employees and volunteers. Vendor's insurer shall waive subrogation rights against the City. All sub-contractors and sub-consultants (including independent contractors, suppliers or other entities providing goods/services required by this Master Purchase Order) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Vendor. Vendor shall include all such entities as insureds under its policies or shall ensure that they all maintain the required coverages. Vendor shall provide proof of insurance for all such entities upon request by City. For Worker's Compensation Insurance, Vendor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 for each bodily injury occurrence claim, \$100,000 for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Vendor expressly represents to City, as a material representation upon which City is relying, that none of the Vendor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Master Purchase Order, and that any such rejections previously effected, have been revoked. Vendor shall maintain Commercial General Liability coverage with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate. Vendor shall maintain Business Auto Liability coverage with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-hired vehicles used in performing services under this Master Purchase Order. For Commercial General Liability coverage, the policy must provide the following: (i) That this Master Purchase Order is an Insured Contract under the policy; (ii) Defense costs in excess of policy limits; (iii) A severability of interests, separation of insureds or cross liability provision; and (iv) A provision that coverage is non-contributory with other coverage or self-insurance provided by City. For claims-made coverage, the retroactive date must be on or before the first date when any goods or services were provided to City. Vendor must advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

22. Severability:

If any provision of this Master Purchase Order, except for the provisions requiring appropriation and encumbering of funds and limiting the total amount payable by City, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity of the remaining portions or provisions shall not be affected if the intent of City and Vendor can be fulfilled.

23. Survival:

All terms and conditions of this Master Purchase Order which by their nature must survive termination/expiration shall so survive. Without limiting the foregoing, Vendor's insurance, warranty and indemnity obligations shall survive for the relevant warranty or statutes of limitation period plus the time necessary to fully resolve any claims, matters or actions begun within that period. Bonds shall survive as long as any warranty period.

24. No Construction Against Drafting Party:

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

25. Status of Vendor/Ownership of Work Product:

Vendor is an independent contractor retained on a contractual basis to perform services for a limited period of time as described in Section 9.1.1E(x) of the Charter of City. Vendor and its employees are not employees or officers of City under Chapter 18 of the D.R.M.C. for any purpose whatsoever. All goods, deliverables, hardware, software, plans, drawings, reports, submittals and all other documents or things furnished to City by Vendor shall become and are the property of City, without restriction.

26. Records and Audits:

Vendor shall maintain for three (3) years after final payment hereunder, all pertinent books, documents, papers and records of Vendor involving transactions related to this Master Purchase Order, and City shall have the right to inspect and copy the same.

27. Remedies/Waiver:

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

28. No Discrimination in Employment:

Vendor shall not refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and Vendor shall insert the foregoing provision in any subcontracts hereunder.

29. Use, Possession or Sale of Alcohol or Drugs:

Vendor shall cooperate and comply with the provisions of Executive Order 94. Violation may result in City terminating this Master Purchase Order or barring Vendor from City facilities or from participating in City operations.

30. Conflict of Interest:

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

31. Advertising and Public Disclosure:

The 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 the Vendor's advertising or public relations materials without first obtaining the written approval of the Director of Purchasing.

32. No Employment of Illegal Aliens to Perform Work Under The Agreement:

a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").

b. The Contractor certifies that:

- (1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
- (2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

c. The Contractor also agrees and represents that:

- (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.
- (4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Contractor to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
- (5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.
- (6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

d. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

33. FEDERAL PROVISIONS:

Where the source of the funds, directly or indirectly for this Purchase Order is the Federal Government, the Vendor agrees to the applicable provisions set out below. The Vendor shall be responsible for determining which terms are applicable to its products and/or services.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). **DAVIS-BACON ACT COMPLIANCE** Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 3148 to 3148) as supplemented by Department of Labor regulations (29 CFR part 5). **ANTI-KICKBACK ACT COMPLIANCE** Contractor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). **CONTRACT WORK HOURS AND SAFETY STANDARDS** Contractor agrees to comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT** Contractor agrees to comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. **CLEAN AIR AND WATER REQUIREMENTS** Contractor agrees to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et. seq.), and the Clean Water Act (33 U.S.C. 1251 et. seq.). Contractor agrees to report each violation of these requirements to the City and understands and agrees that the City will, in turn, report each violation as required to the appropriate EPA regional office. **ENERGY CONSERVATION REQUIREMENTS**


The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (42 U.S.C. 6201) **NO SUSPENSION OR DEBARMENT** Contractor certifies that neither it nor its Principals or any of its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency. **BYRD ANTI-LOBBYING.** If the Maximum Contract Amount exceeds \$100,000, the Contractor must complete and submit to the City a required certification form provided by the City certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any Federal contract grant of any other award covered by 31 U.S.C. 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

This Master Purchase Order is acknowledged and agreed to by:

Vendor Name: Becker First Responder CO, LLC

City & County of Denver, Purchasing Division

(Company Name)

By: 

By: _____

(Authorized Signature)

Print Name: DEVIN J. BECKER

Print Name: Elizabeth Hewes

Title: CEO

Title: Associate Procurement Analyst

Date: 07262021

Date: _____

Supervisor Initials: 

EXTENSION / RENEWALS:

Upon renewal, City procurements shall be made via Purchase Order (PO) and / or P-Card transaction under the pricing, terms and conditions of this MPO.

Invoicing must contain the individual PO number that corresponds with the order.

General inquiries, not specific to an individual order, shall reference the above MPO.

Extension No. 1

The contract made and entered into by your company and the City and County of Denver pursuant to the above referenced Master Purchase Order (MPO) expires on _____.

Should you desire to extend this contract to and including _____, please return this page with your signature as soon as possible.

Vendor Name: Becker First Responder CO, LLC

City & County of Denver, Purchasing Division

(Company Name)

By: 

By: _____

(Authorized Signature)

Print Name: DEVIN J BECKER

Print Name: _____

Title: CEO

Title: _____

Date: 07262021

Date: _____

Note:

Extension No. 2

The contract made and entered into by your company and the City and County of Denver pursuant to the above referenced Master Purchase Order (MPO) expires on _____.

Should you desire to extend this contract to and including _____, and revise the aggregate amount to \$_____, please return this page with your signature.

Vendor Name: Becker First Responder CO, LLC

City & County of Denver, Purchasing Division

(Company Name)

By: 

By: _____

(Authorized Signature)

Print Name: DEVIN J BECKER

Print Name: _____

Title: CEO

Title: _____

Date: 07262021

Date: _____

Note:

EXHIBIT "A"

Vendor: Becker First Responder CO, LLC

Title: Turnout Gear

Solicitation No.: 0297

This Master Purchase Order is a replacement of SC-00004123 with Rebel Services, Inc. DBA Becker Safety and Supply, now Becker First Responder CO, LLC.

It is recommended that you use your Supplier Contract No.00006147 - Turnout Gear, in all future correspondence and/or other communications.

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

VENDOR PERFORMANCE MANAGEMENT:

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

Awarded vendors may be required to furnish a performance report to the buyer on an annual basis, no later than the anniversary date of the applicable Master Purchase Order or City Contract, providing at a minimum the following information:

FOR GOODS

- Total dollar value of purchases per City Agency
- Total number of transactions per City Agency
- Total dollar value of purchases per external governmental organization that piggybacks on the contract
- Total number of transactions per external governmental organization that piggybacks on the contract

INVENTORY AUDITS & CONTINUED PROGRAM MANAGEMENT:

Throughout the lifecycle of this contract, the vendor must perform inventory management and tracking of all turnout gear. Upon contract execution within 90 calendar days, the supplier must conduct a full inventory audit of all existing turnout gear for the DFD. The information gathered from the audit shall inform the purchasing schedule for the next 5 years. If any gaps are identified by DFD in the ongoing inventory management of the PPE program, DFD may request an audit of all gear that shall be completed by the vendor within 90 calendar days of written notice.

The vendor must utilize a non-proprietary digital tracking and records solution to streamline documentation and accurately manage all requirements in accordance with NFPA standards. This solution must be accessible to the Cleaning and Repair ISP of the City's choice. If it is not available for their record input the contractor is responsible for ensuring all data from the ISP is uploaded into the inventory management system. Service expectations are that using the inventory management solution, the vendor will be able to highlight and indicate key needs for replacements, sizes and spares, pinpoint reoccurring maintenance hot spots, cleaning, and retirement of gear. The vendor shall work with the quartermaster and provide a quarterly report out with the ISP. The vendor shall include DFD Finance in all report outs for budgetary planning purposes. The vendor's foremost priority is to ensure that DFD always stays in compliance with NFPA 1851 standards.

The core requirements of the inventory management for DFD are:

- Creation and management of individual personnel profiles via "Member Roster"
- Managing access for ISP cleaning and repair facilities or managing input of their data
- Maintain all equipment inspection, cleaning, and repair logs

- Manage the company equipment assigned to each company member
- Search for specific equipment details based on serial or traceability numbers
- Import asset details if they were purchased from Globe
- Download reports
- Export data to Excel for further manipulation or to file for recordkeeping purposes

The Denver Fire Department shall always have access to all inventory records and data during the contract. 60 days prior to completion of contract relationship the vendor must relinquish all records to the Denver Fire Department and provide a debrief of records to the quartermaster and if necessary DFD command staff.

RFP TRACKING LABEL SYSTEM:

Becker First Responder CO, LLC shall provide DFD an audit of all current gear upon award. Becker First Responder CO, LLC should provide details on the timeline and how they intend to fulfill this requirement upon request.

Additionally, there shall be a PDF417 or approved equal, two-dimensional bar code label permanently affixed to each garment for tracking purposes. The bar code shall contain a minimum of the following information:

- a. unique serial number
- b. item description (brand, model, material color)
- c. lot information (date of mfg., size, etc.)
- d. material description
- e. the standards to which the garment is compliant

The bar code shall be able to withstand customary wash and wear cycles. The PDF417 bar code must incorporate a minimum of a 30% "error correction" capability.

Becker First Responder CO, LLC is to provide to the City at no extra cost a tracking system that can be used on a City PC to track the distribution to individual firefighters. Such a system is to have the capability of tracking as per the above specifications. This tracking system shall provide the capability to produce DFD user generated reports such as: PPE assigned by fire company, member, last cleaning and/or inspection date, at minimum. In addition, the vendor shall work with the department to establish a means such that empowers designated members of the Command Staff and Quartermaster section to inspect the gear and upload inspection at the firehouse through web-based access or smart phone app, to the database for review by Fire Chief or designee, and reporting. These designated members are to be issued a username and password for access to the tracking system.

ENSEMBLE SIZING:

It is of material importance that gear is properly fitted and tailored to the individual user/wearer. The vendor shall provide DFD with a Documented Ensemble Measuring Program. All Measuring Forms used shall be digitized in a records management portfolio which shall be provided to DFD. Vendor shall use a measuring kit unless otherwise directed by DFD Quartermaster. The forms and documentation for ensemble sizing records are a completed:

- Exhibit A.1 – "Measuring Form with Sizing Kit"
- Exhibit A.2 – "Measuring Form with Measuring Tape"
- Exhibit A.3 – "Picture Sizing Place Card"
- Exhibit A.4 – "Photo of Sizing Determination"

Any changes in forms or additions to them must be provided to the DFD Quartermaster and the Contract Administrator in writing prior to implementation in the ensemble sizing program.

STANDARDS REGISTRATIONS, AND CERTIFICATIONS OF TURNOUT GEAR:

As standards and certifications are improved, expanded, and/or upgraded vendor shall work with DFD to determine how specifications should meet new standards to ensure best practices are followed. If necessary DFD will negotiate pricing modifications if product quality changes drastically products will do that and negotiate any pricing changes necessary due to product quality changes exceeding contract rate due to market value conditions.

All components used in the construction, care and maintenance of these garments shall be in compliance with NFPA Standards 1851, 1971, and 1500 (all most current editions) as applicable.

Underwriters Laboratories (UL) shall test, certify and list compliance in a certification label attached to the garment.

Any labels shall be permanently affixed to each garment. Additionally, the label(s) shall include the following information: Compliance to NFPA Standard 1971 – YEAR current edition with the Underwriters Laboratories classified mark.

- o Manufacturer's name
- o Manufacturer's address
- o Manufacturer's garment identification number
- o Date of manufacture
- o Size
- o Fiber contents

All ensembles should come with the NFPA 1971 Garments User Information Guide. Paragraph about the standards being improved, expanded or upgraded and vendor working with DFD to determine how to meet new standards, what products will do that and negotiate any pricing changes necessary due to product quality changes exceeding contract rate due to market value conditions.

The protective clothing manufacturer shall be certified and registered to ISO Standard 9001 to assure a satisfactory level of quality.

MATERIAL REQUIREMENTS:

The Department may not pay for invoiced gear without proof and confirmation of fitting and acceptance. All products must meet 1971 and in addition to sizing specification stated herein, all sizing criteria shall conform to or exceed the standards of the most current edition of NFPA Std. #1851,

Successful vendor shall be required to facilitate and pay for all shipping of gear back to original ensemble manufacturer to provide necessary alterations ensuring proper fit at vendor cost within 60 days of acceptance.

BANNED SUBSTANCES:

Contracted partner shall not use or produce PFOA, PFAS, or any other known carcinogens in any firefighting fabrics and shall ensure that none are used in the manufacturing process. Additionally, they shall not use or produce PFOA, PFAS, or any other known carcinogens in any technical fabrics in any application and shall ensure that none are used in the manufacturing process. Any PTFE used or produced shall not have any known PFOAs. The City reserves the right to add banned substances to this list at any time during the contract period and the vendor shall find remedy if substances are in use. If the vendor discovers that a substance is a carcinogen they must notify DFD and disclose the information immediately.

USER INFORMATION GUIDE:

Each garment shall include as a minimum the following User Information Guide with information required by NFPA 1971, most current edition.

- Pre-use information:
 - Safety considerations
 - Limitations of use
 - Garment marking recommendations and restrictions
 - A statement that most performance properties of the garment cannot be tested by the user in the field
 - Warranty information
- Preparation for use:
 - Sizing/adjustment
 - Recommended storage practices
- Inspection:
 - Inspection frequency and details
 - Instructions on how to perform basic instruction per NFPA 1851
 - Instructions on use of inspection tracking functionality
- Don/Doff:
 - Donning and doffing procedures
 - Sizing and adjustment procedures
 - Interface issues
- Use:
 - Proper use consistent with NFPA 1500, most current edition Standard on Fire Department, Occupational Safety and Health Program, and 29 CFR 1910, 132
- Maintenance and Cleaning:
 - Cleaning instructions and precautions with a statement advising users not to use garments that are not thoroughly cleaned and dried
 - Inspection details per NFPA 1851
 - Maintenance criteria and methods of repair where applicable
 - Decontamination procedures for both chemical and biological contamination
 - Retirement and disposal:
 - Retirement and disposal criteria and considerations.

ESTIMATED QUANTITIES:

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

OVERALL TURNOUT GEAR MINIMUM REQUIREMENTS:

*Brand name of merchandise given does not construe or imply an endorsement of this brand only, but is used as a norm of quality, type, etc. The City and County of Denver is interested in all gear proposed by vendors that meet our specifications and standards

Pricing Proposed must be based off the specifications provided in section” TURNOUT GEAR BUILD OUT SPECIFICATIONS”.

DENVER FIRE DEPARTMENT (DFD) TURNOUT ENSEMBLES OPTION:

DFD would like its standard issue turnout/bunker gear specifications to encompass two separate design styles available for member selection. Pant Style and Coat Style shall be interchangeable (i.e. member selects one style coat and the alternative style pant or member selects same style pant and coat).

TURNOUT GEAR BUILD OUT SPECIFICATIONS:

Vendor must adhere to their exact specifications for Turnout Components at all times with no substitutions made in materials without written authorization from DFD and the GS Purchasing Division. If specifications need to be modified permanently or additional features are added at the request of DFD, the vendor shall provide a new Build Out specification with components priced according to the contract discount structure. These changes must be incorporated into this supplier contract by GS Purchasing via contract amendment prior to distribution and ordering.

The exact specifications for Turnout Components with manufacturer, make, and material called out can be found in the documentation listed below:

- Exhibit B.1 – “Turnout Coat Buildout Specifications”
- Exhibit B.2 – “Turnout Pant Buildout Specifications”

TEMPORARY SUBSTITUTIONS OF SPECIFIED MATERIALS:

No substitutions shall be made regarding material components once final selection of products is made contractually specified and binding. If any specified materials are unavailable due to force majeure the vendor shall notify DFD to determine course of action and reasonable remedy for order fulfillment in writing on company letterhead.

Any recommended changes in product specifications must be presented to DFD for approval prior to manufacturing of the garment and reserves the right to either accept proposed substitute product or to extend schedule of delivery to accommodate vendor’s hardship. All material substitutes materially approved by DFD are on a case by case basis and only applicable for that sole purchase. Vendor shall not take a singular event of approval and constitute it as an incorporated allowable change to the contracted material specifications. For any approved substituted product must carry the warranty and conditions of purchase of the contractually specified product- regardless of different manufacturer warranty. Additionally, vendor must record the deviation, track it via the serial number for any material performance aberrations or warranty concerns.

Any substitution of product that is permanent is subject to written approval by the DFD Quartermaster and amendment of the contract by the Purchasing Division.

The City reserves the right to request samples for testing prior to approving any substitutions or modifications of turnout gear components

GARMENT TESTING:

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

MANUFACTURER SITE:

All garments will be assembled in the MFG's US based facility. If it becomes necessary for a particular order to be manufactured outside of the US, the vendor must submit to DFD in writing a request to do so as well as a justification as to why this is necessary (e.g. natural disaster, weather event, supply shortage, etc.).

MANUFACTURER SITE VISITS/INSPECTIONS:

The DFD's current Quartermaster and any other previous Quartermaster reserves the right to visit the vendor's US based facility where the City's turnout gear is assembled, in order to ensure that all turnout gear requirements are being adhered to. This site inspection also serves as an educational training for DFD Quartermasters. These site inspections can take place at any time during the lifecycle of this contract and must be provided at the expense of the manufacturer.

ORDERING:

This Master Purchase Order that resulted from the competitive bid process is established for the Denver Fire Department to order items as needed. The department may order in a quantity of One (1) in the unit of measures indicated, and if no unit of measure is indicated, will be ordering in individual item quantities and shall NOT be bound to a case or minimum order quantity. Should the DFD decide to terminate the contract at the end of a term, it will be the responsibility of the DFD to accept delivery and release payment to the vendor for orders that are placed prior to contract expiration or in production at that time.

F.O.B. POINT:

All prices quoted must be quoted at a firm price F.O.B. Denver, Colorado, delivered to The Quartermaster headquarters at 5440 Roslyn St. Denver Building B, Denver, CO 80216 and/or to Denver International Airport – DFD Station #35 at 25365 E 75th Ave, Denver, CO 80249.

DELIVERY CONSIDERATIONS:

Deliveries are to be made as soon as possible after orders are placed and. Delivery Timeframes serve as the maximum allowed timeframe for order processing and delivery; as such deliveries are to be made as soon as possible after orders are placed. DFD encourages Vendors to always provide orders under the maximum amount of time indicated. Proposing products not carried in stock as a policy for immediate delivery should not submit proposal on such items.

For Turnout Coat and Pant, the City's current standards are:

- 14 business days for an onsite measuring appointment
- 45 business days for the delivery of replacement ensembles
- 60 business days for the delivery of larger orders for Academy requirements

Failure to deliver by the required delivery timeframes may be cause for the City and Denver Fire Department to exercise the Service Credits.

If the vendor fails to deliver the supplies or perform the services within the time specified in his/her contract, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the vendor shall pay to the City as fixed, agreed service credits for each calendar day of delay, the amount of \$25.00/ per Ensemble per business day, not to exceed the cost of the ensemble, and \$1/per Item per business day for all other items, deducted from the anticipated invoice or any outstanding invoices The City may terminate this contract in whole or in part as provided in the "Default" provision. In that event, the vendor shall

be liable for such service credits accruing until such time as the City may reasonably obtain delivery or performance of similar supplies and services. The vendor shall not be charged with service credits when the delay arises out of causes beyond the control and without the fault or negligence of the vendor. The Vendor is required to communicate any delay prior to delivery date to mitigate potential for service credits to be assessed.

WARRANTY:

Vendor shall be fully responsible for any and all warranty work, regardless of whether or not 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.

A response to warranty assistance will be provided to DFD within one business day. If an analysis is required, and gear needs to be inspected or pictured documentation is required, the vendor will provide an estimated time to DFD. If laboratory testing is requested, the vendor is expected to provide the results within 30 business days unless an alternative timeline is proposed and accepted by DFD.

DFD recognizes that Turnout ensembles have a complex and diverse array of different material attributes from different manufacturers. All warranties must be established with these manufacturers, that are in line with each component's industry standard.

Vendor must adhere to the manufacturer warranty or their additional personal warranty of components according to whichever is longer.

Vendor guarantees a personal 5-year warranty for all material components.

Refer to manufactures warranty for specific garment care in Exhibits C.1 – C.5. Any approved washing technique other than recommended by manufacturer may void the warranty. Any dispute between the laundering ISP and the vendor must be brought to the Quartermaster's attention and documentation of the dispute must be provided in writing to both the Quartermaster and the GSP contract administrator.

See each component's manufacturer warranty in:

- Exhibit C.1 – "MFG Warranty for all Gear Components"

Additional Value Add Warranty Offered to the DFD: 5 years, with the same definition from official document. At NO CHARGE for the DFD

See GORE warranty program in:

- Exhibit C.2 – "GORE Protective Fabrics Warranty Program"

See official warranty statements in:

- Exhibit C.3 – "Limited Warranty for Turnouts, Gloves & Hoods"
- Exhibit C.4 – "Safety Components Warranty Statement"
- Exhibit C.5 – "Statement of Limited Warranty"

CUSTOMER SERVICE:

It is a material requirement of the vendor to provide seamless vendor support to the DFD, specifically the Quartermaster. To achieve the seamless service and support, the vendor shall provide a dedicated account management team that consists of, at minimum, two specific customer service representatives. One representative (Account Manager) shall function in the capacity of a manager or executive to oversee the account and handle all disputes and problems, and the other representative (Customer Service Representative) shall function as the person to receive/process all orders, inquiries, track the overall account, backorders, payments, etc.

These persons shall be available to meet, locally OR via conference call, prior to contract commencement and on a quarterly basis (or as requested). All costs associated with providing the necessary customer service and support shall be the responsibility of the successful vendor. These persons must respond to all inquiries within eight (8) working hours.

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

Account Manager: Devin Becker

Email: devin@beckerfrco.com
Phone: Office – 970-592-9011
Cell – 970-396-3238

Customer Service Representative: Ryan Hemans

Email: ryan.hemans@innotexprotection.com
Phone: Toll Free – 1-888-821-3121
Cell – 206-390-9386

Accounting Representative: Elesa Becker

Email: elesa@beckerfrco.com
Email: accounting@beckerfrco.com
Phone: Office – 970-592-9011

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.

EMERGENCY PURCHASES:

The City and County of Denver reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the vendor.

COOPERATIVE PURCHASING:

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

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

PALLET CHARGE:

All pallets supplied shall be non-returnable, no deposit. Vendor shall provide lift gate for any pallet deliveries that require it.

OEM COMPONENTS AND GEAR PARTS VENDOR CRITERIA:

Definitions:

➤ OEM: Original Equipment from the Manufacturer

1. Vendors who intend propose OEM parts shall abide by the following:

a) OEM Parts and Components that awarded vendor sells to the City and County of Denver shall be sourced **directly** from the OEM Manufacturer Parts and Components Distribution Center(s) and/or manufacturer.

b) Part Numbers: Supplied Parts and Components Nomenclature/ Identifiers are to correspond with OEM Originally Equipped Parts and Components Nomenclature/ Identifiers.

a) The City will allow Parts and Components Identifiers (Part Numbers) to be superseded only as initiated and authorized by the OEM Manufacturer.

2. All discount percentages quoted shall be firm and fixed for the specified contract period. Proposals shall be submitted on the basis of a discount from a manufacturer's Published Price List(s). Such Published Price List(s) must be common to and accepted by the industry in general. The lists must be printed, properly identified, and dated as to issuance and effectiveness.

3. If there are extenuating circumstances, industry changes, market conditions that effect the vendor's ability to sustain level of business service and quality for the pricing as specified, The City will allow for negotiation of price so as not to cause breakdown of service or undue harm to vendor. However, all pricing changes are to be firm for a full calendar year beginning on date of renewal. Any requests for pricing modifications must be made at least 120 days prior to the next renewal year. Revised pricing will be accepted only in the event of an industry-wide price change, as evidenced by the issuance of revised price lists by the manufacturer.

4. Revised Prices will not become effective until revised list(s) are submitted to the City under vendor cover letter identifying the applicable contract agreement number. Vendor cover letter and pricing lists must be dated, signed and submitted to the Director of Purchasing.

5. If the City chooses to allow pricing adjustments for new renewal periods, Vendors must provide a maximum percentage range of increase. If a contract results, the proposer will be held to this maximum percentage increase.

PATENTS:

Seller agrees to defend the City and County of Denver at seller's own expense, in all suits, actions or proceedings in which the City and County of Denver is made a defendant for actual or alleged infringement of any United States of America or foreign letters patent resulting from the City and County of Denver's use of the goods purchased as a result of this Invitation for Proposal. Seller 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 and County of Denver.

Seller agrees to indemnify and hold harmless the City and County of Denver from any and all license, royalty and proprietary fees or costs, including legal costs, which may arise out of the City and County of Denver's purchase and use of goods supplied by the seller.
 It is expressly agreed by seller that these covenants are irrevocable and perpetual.

PRICING:

All prices quoted shall be firm and fixed for the initial two (2) year term of this contract.

PRICING SECTION A – FIRM AND FIXED PRICING:

Item Description	Price
Coat Energy - Innotex Energy™	\$1,247.09
Pants Energy - Innotex Energy™ (Without Harness)	\$723.31
Thermal Enhancements	\$28.52
Total Per Set*	\$1998.92
<p>*After the initial 2-year term of the contract, the supplier may increase the total cost of the set up to 5% with documentation regarding significant price increase concerning all product components from the manufacturer. However, total price increases over the life of the contract may not exceed \$199.89 (10%). All price increases made throughout the lifecycle of this contract, no matter the amount, must be approved by the DFD before taking effect.</p>	

Item Description	Price
Optional Additional Add-On Harness	\$291.86

PRICING SECTION B – DISCOUNT OFF ADDITIONAL GEAR FEATURES:

Any new features that are incorporated into the gear must receive 56% off list price. The supplier must provide the DFD with a new specification buildout indicating the additional features.

Item Description	% Off
Discount off Additional Gear Features and Components	56%

EXHIBIT A.1 - Measuring Form with Sizing Kit



MEASURING FORM FOR CUSTOM TURNOUT GEAR WITH SIZING KIT

Dealer:
 Department:
 Date:

Order number:
 Measured by:
 Signature:

Please ensure that you use the correct model of sizing kit (CLASSIC or ENERGY)

	Name	Pant size	Inseam alteration	Suspenders	Coat size	Sleeve alteration	Coat Length	A Shape = Plus	V Shape = Minus	(M or F)	Firefighter's signature
								+2" or +4"	-2" or -4"	Sex	
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											

PANTS SIZE SELECTOR

Waist measurement	um hips	Suggested sizing kit		Suspenders
		Size	Numeric size	
25" - 26,5"	35,5"	XS	26	S
27" - 28,5"	37,5"		28	
29" - 30,5"	39,5"	S	30	
31" - 32,5"	41,5"		32	
33" - 34,5"	43,5"	M	34	R
35" - 36,5"	45,5"		36	
37" - 38,5"	47,5"	L	38	
39" - 40,5"	49,5"		40	
41" - 42,5"	51,5"	XL	42	T
43" - 44,5"	53,5"		44	
45" - 46,5"	55,5"	2XL	46	
47" - 48,5"	57,5"		48	
49" - 50,5"	59,5"	3XL	50	
51" - 52,5"	61,5"		52	
53" - 54,5"	63,5"	4XL	54	
55" - 56,5"	65,5"		56	
57" - 58,5"	67,5"	5XL	58	

COAT SIZE SELECTOR

Chest measurement	Maximum torso	Suggested sizing kit		Coat length
		Size	Numeric size	
35" - 36,5"	44"	S	36	If height from 4' 8" to 5' 7"; Length 1 (2.5" less than the sizing kit)
37" - 38,5"	46,5"		38	
39" - 40,5"	49"	M	40	
41" - 42,5"	51,5"		42	
43" - 44,5"	53,5"	L	44	If height is from 5' 8" to 6' 2"; Length 2 (as the sizing kit)
45" - 46,5"	56"		46	
47" - 48,5"	58,5"	XL	48	
49" - 50,5"	61"		50	
51" - 52,5"	63,5"	2XL	52	If height is from 6' 3" to 6' 8"; Length 3 (2.5" longer than the sizing kit)
53" - 54,5"	66"		54	
55" - 56,5"	68,5"	3XL	56	
57" - 58,5"	71"		58	
59" - 60,5"	73,5"	4XL	60	

Available with Rapid Delivery Program

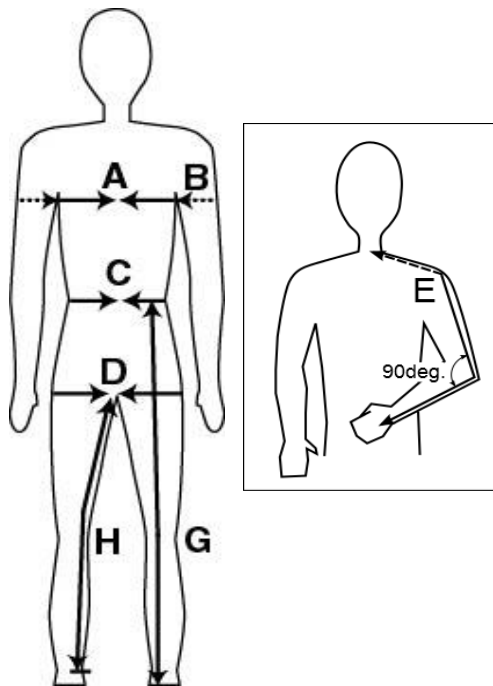
**MEASURING FORM
FOR CUSTOM TURNOUT GEAR
WITH MEASURING TAPE**

Exhibit A.2 - Measuring Form with Measuring Tape

Dealer:
 Department:
 Date:

P.O Number.:
 Measured by:
 Signature:

	Name	ID	COAT			PANT			GENERAL			Firefighter's signature
			A Chest	B Torso	E Sleeve	C Waist	D Hips	G Outseam	H Inseam	F Height	(lbs) Weight	
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												



How to measure:

Go to our website at www.innotexprotection.com for help

Take the measure over clothing. Write down the measure taken to the nearest half inch for each of the following.

- A - Chest** - Measure around the fullest part of the chest.
- B - Torso** - Measure over the arms at the fullest part of the chest. (Chest or biceps)
- C - Waist** - Measure around the top of the hipbones (where the upper body folds). The waist line is usually aligned with the navel.
- D - Hips** - Measure at the largest part of the hips or buttocks (whichever is the largest).
- E - Sleeves** - Measure the arm starting from the center base of the neck (back), over the shoulder, to the outer point of the elbow, to the top knuckle bone of the little finger. Please make sure you take the measurement with the arm bent at a 90 degree angle. The hand should normally be over the navel.
- F - Height** - Measure from the top of the head down to the floor (do not wear shoes).
- G - Outseam** - Measure from the waist down to the floor (do not wear shoes).
- H - Inseam** - Measure from high in the crotch to the bottom of the ankle bone.
- Weight** - Weight in pounds

Special notes:

DO NOT ADD ANY ALLOWANCE. Garments are graded every two inches (even numbers). Measurements with odd numbers are always rounded-up to the next garment size. The same is applied to sleeve and inseam measurements.

Exhibit A.3 - Picture Sizing Place Card

NAME: _____

DEPARTMENT: _____

FIRE FIGHTER #: _____

DATE: _____

COAT: _____

PANT: _____

SUSPENDERS: S R T

Exhibit A.4 - Stress Points Identification

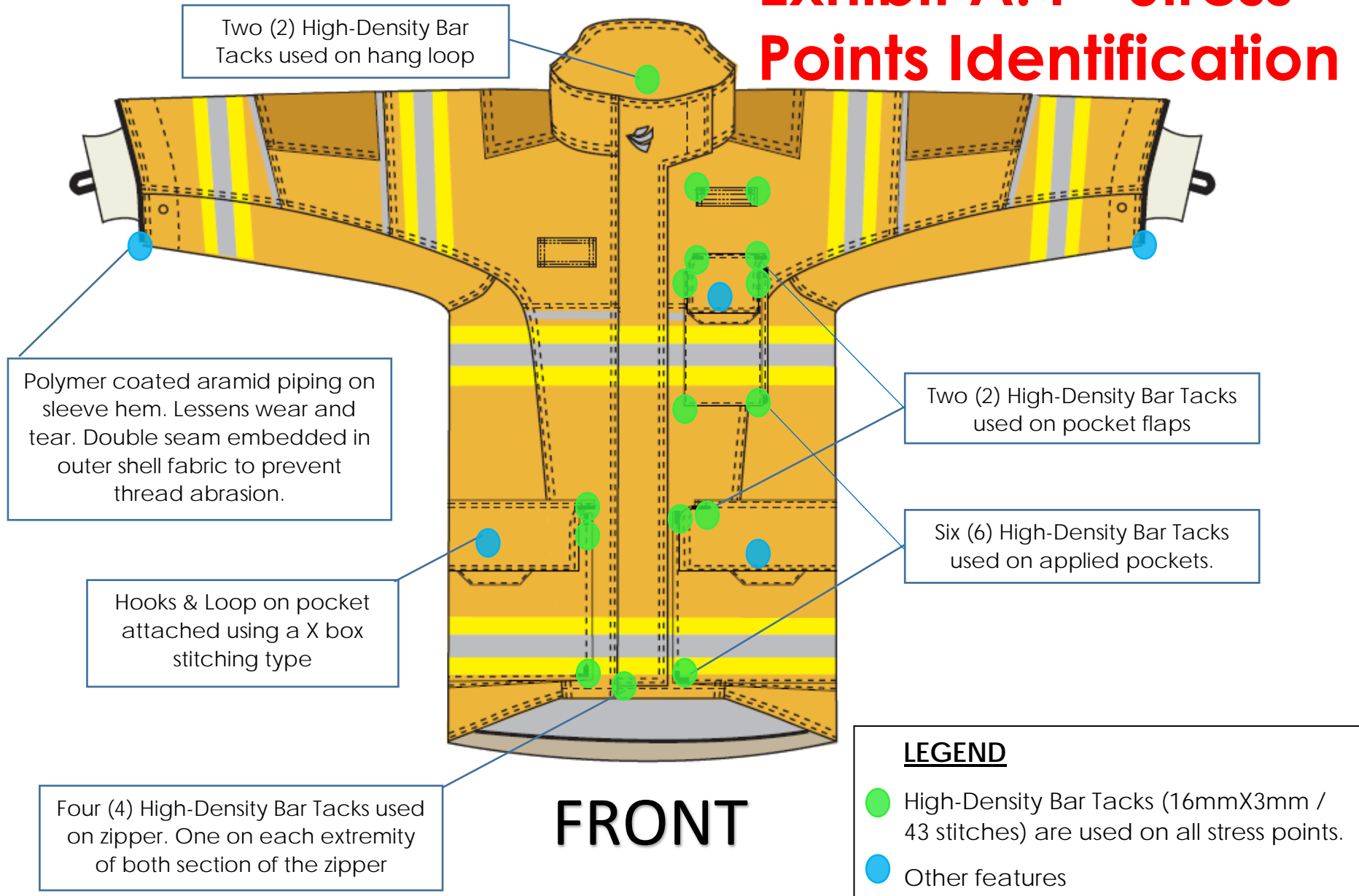


Exhibit A.4 - Stress Points Identification

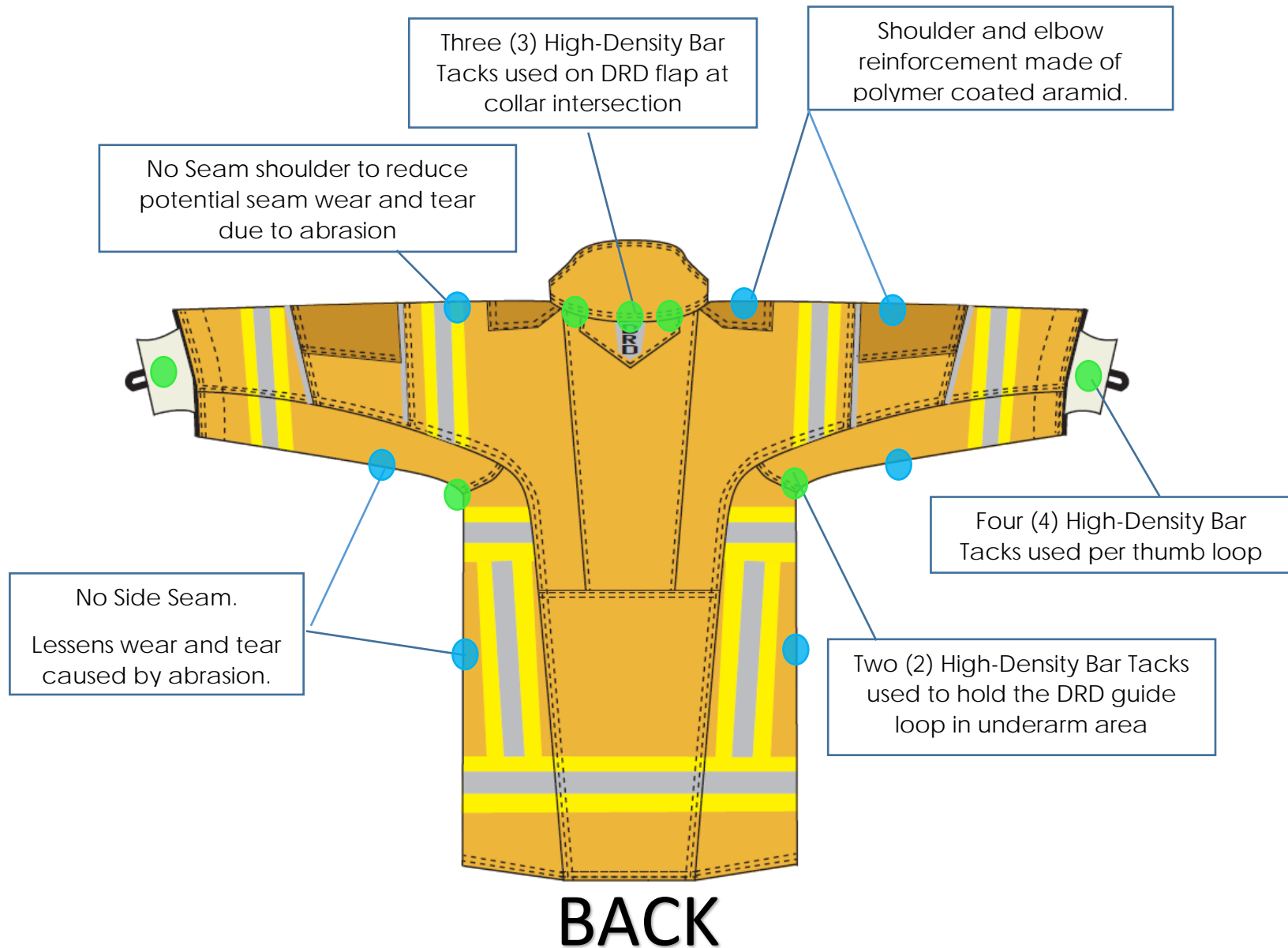
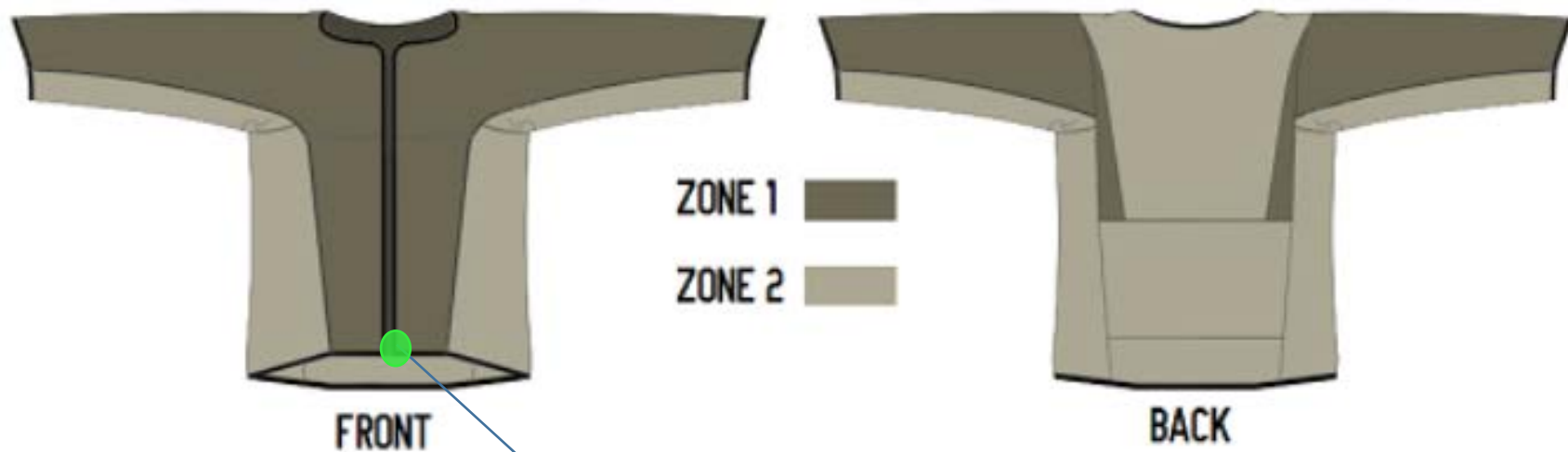


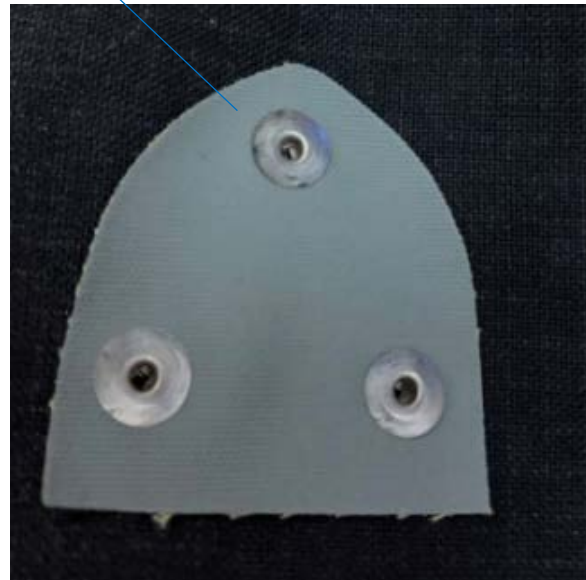
Exhibit A.4 - Stress Points Identification



Four (4) High-Density Bar Tacks used on liner attachment zipper. One on each extremity of both section of the zipper

Exhibit A.4 - Stress Points Identification

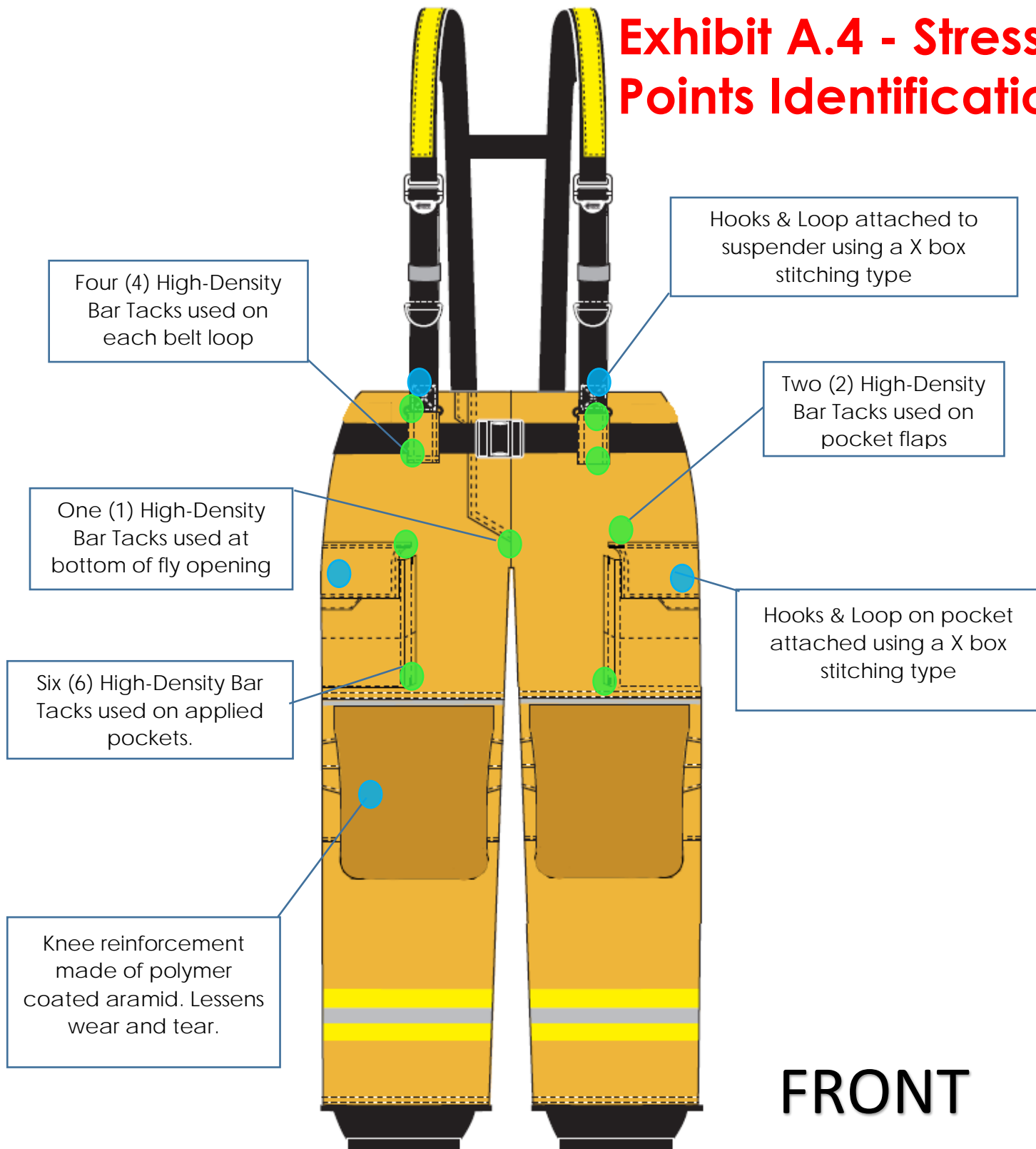
Every riveted accessory has a reinforcement on the inner face of the outer shell



Hooks attached to the outer shell with fabric is attached using a X box stitching type



Exhibit A.4 - Stress Points Identification

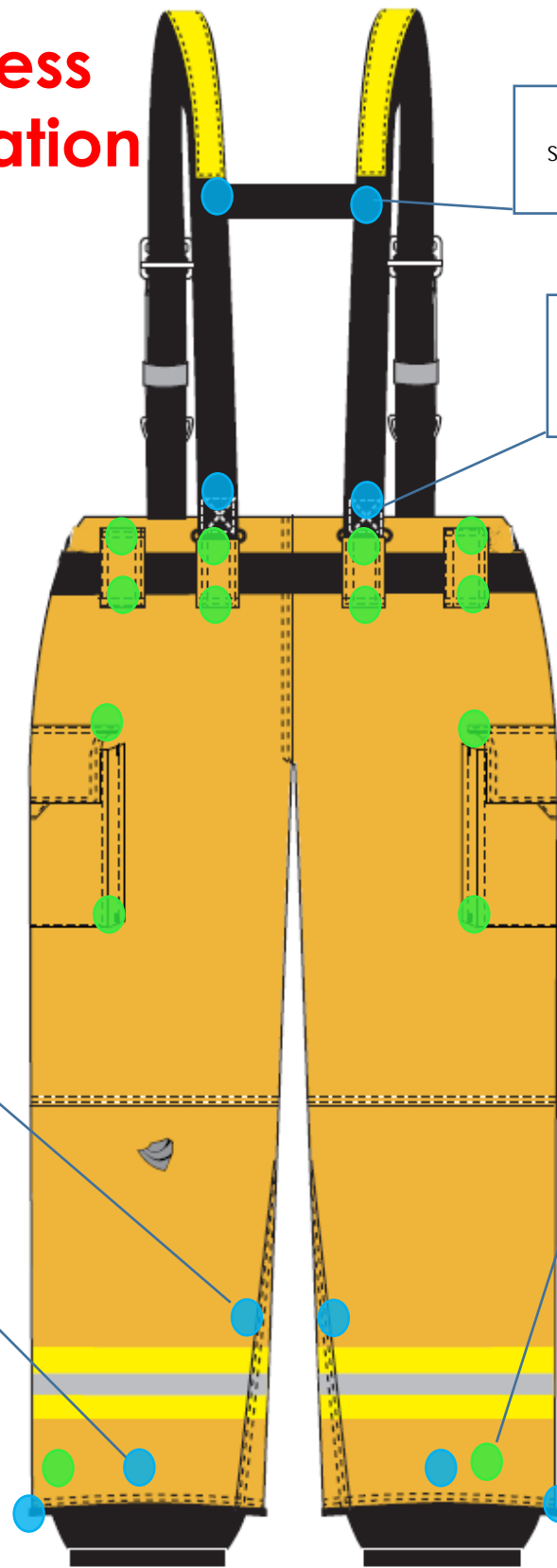


FRONT

LEGEND

- High-Density Bar Tacks (16mmX3mm / 43 stitches) are used on all stress points.
- Other features

Exhibit A.4 - Stress Points Identification



Elastic attached to suspender using a X box stitching type

Hooks & Loop attached to suspender using a X box stitching type

Inseam Offset backward.
Lessens wear and tear caused by abrasion.

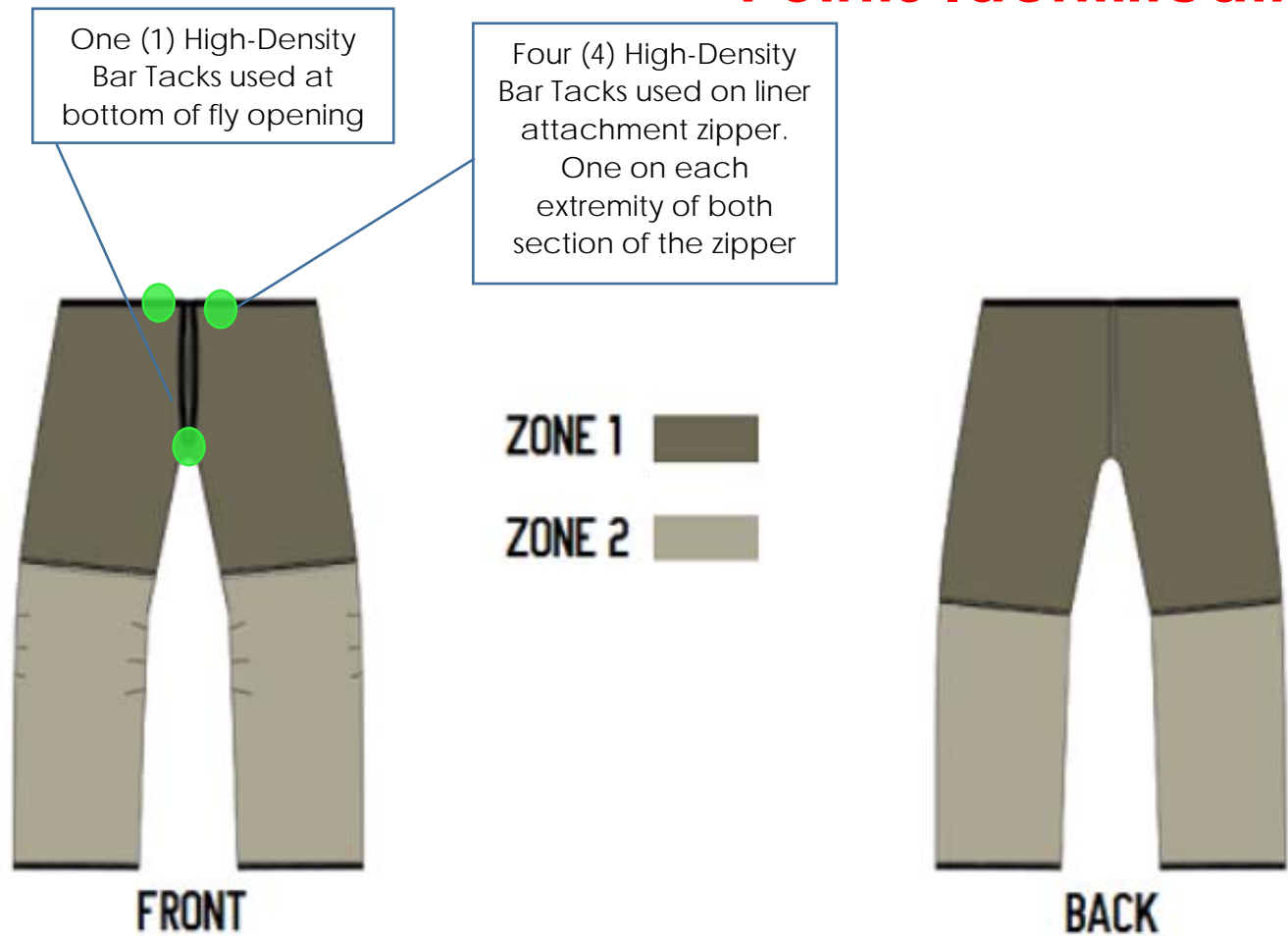
One (1) High-Density Bar Tacks on each of the two liner attachment straps per leg

Boot Cut, back of the leg designed higher than the front.

Polymer coated aramid piping on sleeve hem. Lessens wear and tear. Double seam embedded in outer shell fabric to prevent thread abrasion.

BACK

Exhibit A.4 - Stress Points Identification



Inner flap to prevent zipper to touch the firefighter is attached to the liner with snaps. Each snap has a reinforcement to prevent from pulling out of liner

Exhibit B.1 - Turnout Coat Buildout Specifications

SPECIFICATIONS FOR ENERGY COAT

COAT ENERGY - INNOTEX ENERGY™
NFPA 1971-2018
32" STYLE - SINGLE COLOR OUTER SHELL - WITH SINGLE METABOLIC ZONE (THERMAL BARRIER)
INNOTEX GRAY – particulate blocking layer for sleeve well (WRISTLET WITH THUMB LOOP), storm band (HOOK & LOOP closure)
PBI Max™, 70% PBI/DuPont™ Kevlar® spun yarns with 30% DuPont™ Kevlar® Filament, 7.0 osy - Black
CROSSTECH® 3-layer moisture barrier – Type 4A, 7.0 osy
Glide Ice™ 2-layer (2.3 osy & 1.5 osy E89™), 7.4 osy
3M Scotchlite® 3" (triple trim) - Yellow Grey
Trim Pattern: NFPA Style
Compact chicago closure system
Full bellows pockets (pair) - (8" x 9" x 2") - Lined with Kevlar® twill reinforcement
Radio pocket (unit) - Lined with Neoprene™ reinforcement
POSITION: Radio Pocket: H: 8 x L: 4 x D: 2 (dimensions in inches) - POSITION B - ANT. POSITION 4
FLAP WITH HOLE ON RIGHT OR LEFT AND GRABBER
Inside pocket (7.5" x 8") with hook & loop (1" x 3") (unit) - Regular
Hand-warmer pockets with Nomex FR polar fleece (pair) (8"X9")
Reinforcement on shoulders - Polymer coated aramid - With 1 extra layer of FR felt (BLACK REINFORCEMENT)
Vented back protection Airflow™
Vented shoulders protection Airflow™
Thermal Enhancement Energy (Add-On To "Airflow" System)
N-STD POS: #575-Mic loop / P.A.S.S. loop / 3 UNITS / Left chest (STD) / Right chest (STD) / Front flap (MOVE VERTICAL, 6" FROM TOP)

Flashlight Holder - Clip with Hook & Loop Fastener (SL-90) / 1 UNITS / Right chest
N-STD POS: #190-D-Ring on shell strap / 1 UNITS / Upper front flap (UNDER MIC LOOP)
PERSO: Right sleeve (E) - Nomex® Embroidered American flag / Sewn on shell
PERSO: Hem of coat (M) - Lettering - Different for each unit ([2]-Name - see list) / Average 6 letters / Scotchlite® 2" - Lime yellow / Sewn on removable patch / 4" X 17"
Polymer coated aramid Color: BLACK
POSITION: Inside pocket: Left side
SPECIAL NOTES:
N-STD: D-Ring on black folded nomex - under pocket flap / 2 units
Limited 5-year Warranty

Exhibit B.2 - Turnout Pant Buildout Specifications

SPECIFICATIONS FOR ENERGY PANTS

PANTS ENERGY - INNOTEX ENERGY™
NFPA 1971-2018
Regular waist - SINGLE COLOR OUTER SHELL - WITH SINGLE METABOLIC ZONE (THERMAL BARRIER)
INNOTEX GRAY – Particulate blocking layer for leg gaiter and fly
PBI Max™, 70% PBI/DuPont™ Kevlar® spun yarns with 30% DuPont™ Kevlar® Filament, 7.0 osy - Black
CROSSTECH® 3-layer moisture barrier – Type 4A, 7.0 osy
Glide Ice™ 2-layer (2.3 osy & 1.5 osy E89™), 7.4 osy
3M Scotchlite® 3" (triple trim) - Yellow Grey
Trim Pattern: Standard NFPA
Zipper closure system (VISLON®)
Full bellows pockets (pair) - (10" X 10" X 2") - With polymer coated aramid reinforcement (BLACK REINFORCEMENT)
EMK™ (Enhanced Mobility Knee) in Polymer coated aramid - With closed cell FR blend sponge foam (BLACK REINFORCEMENT)
DELUXE Cotton suspenders ("H style")
Nomex belt (2-sides adjustment)
Belt loops (6 units) (included)-(3" x 2") / 6 UNITS
Polymer coated aramid Color: BLACK
SPECIAL NOTES:
Limited 5-year Warranty

OPTIONAL ADDITIONAL ADD-ON HARNESS

Pant with integrated GEMTOR 544FR harness
WARNING Harness available for sizes 30 to 54 only

EXHIBIT C.1 - Manufacturer Warranties for all Gear Components

Component	Proposer Supplied Documentation
OUTERSHELL	<p><u>Additional Value Add Warranty Offered to the Denver Fire Department:</u></p> <p>5 years, with same definition from official document. At NO CHARGE for DFD provided by INNOTEX</p>
THERMAL LINER	<p><u>Additional Value Add Warranty Offered to the Denver Fire Department:</u></p> <p>5 years, with same definition from official document. At NO CHARGE for DFD provided by INNOTEX</p>
MOISTURE BARRIER	<p><u>Additional Value Add Warranty Offered to the Denver Fire Department:</u></p> <p>5 years, with same definition from official document. At NO CHARGE for DFD provided by INNOTEX</p>
VELCRO	<p><u>Additional Value Add Warranty Offered to the Denver Fire Department:</u></p> <p>5 years, with same definition from official document. At NO CHARGE for DFD provided by INNOTEX</p>

Exhibit C.1 - Manufacturer Warranties for all Gear Components

HOOK AND D SYSTEM	<u>Additional Value Add Warranty Offered to the Denver Fire Department:</u> 5 years, with same definition from official document. At NO CHARGE for DFD provided by INNOTEX
LETTERS	<u>Additional Value Add Warranty Offered to the Denver Fire Department:</u> 5 years, with same definition from official document. At NO CHARGE for DFD provided by INNOTEX
TRIM	<u>Additional Value Add Warranty Offered to the Denver Fire Department:</u> 5 years, with same definition from official document. At NO CHARGE for DFD provided by INNOTEX
SUSPENDERS	<u>Additional Value Add Warranty Offered to the Denver Fire Department:</u> 5 years, with same definition from official document. At NO CHARGE for DFD provided by INNOTEX
SEAM FAILURE	<u>Additional Value Add Warranty Offered to the Denver Fire Department:</u> 5 years, with same definition from official document. At NO CHARGE for DFD provided by INNOTEX
OVERALL STITCHING FAILURE	<u>Additional Value Add Warranty Offered to the Denver Fire Department:</u> 5 years, with same definition from official document. At NO CHARGE for DFD provided by INNOTEX
KNEEPADS	<u>Additional Value Add Warranty Offered to the Denver Fire Department:</u> 5 years, with same definition from official document. At NO CHARGE for DFD provided by INNOTEX

Exhibit C.1 - Manufacturer Warranties for all Gear Components

<p>RE-ENFORCEMENT MATERIALS (E.G. TRIM TRACKS, DRAGON HYDE, ARASHIELD ETC.)</p>	<p><u>Additional Value Add Warranty Offered to the Denver Fire Department:</u></p> <p>5 years, with same definition from official document. At NO CHARGE for DFD provided by INNOTEX</p>
<p>BOOT CUFF</p>	<p><u>Additional Value Add Warranty Offered to the Denver Fire Department:</u></p> <p>5 years, with same definition from official document. At NO CHARGE for DFD provided by INNOTEX</p>
<p>WRISTLETS, LEG CUFF, AND COAT COLLAR</p>	<p><u>Additional Value Add Warranty Offered to the Denver Fire Department:</u></p> <p>5 years, with same definition from official document. At NO CHARGE for DFD provided by INNOTEX</p>

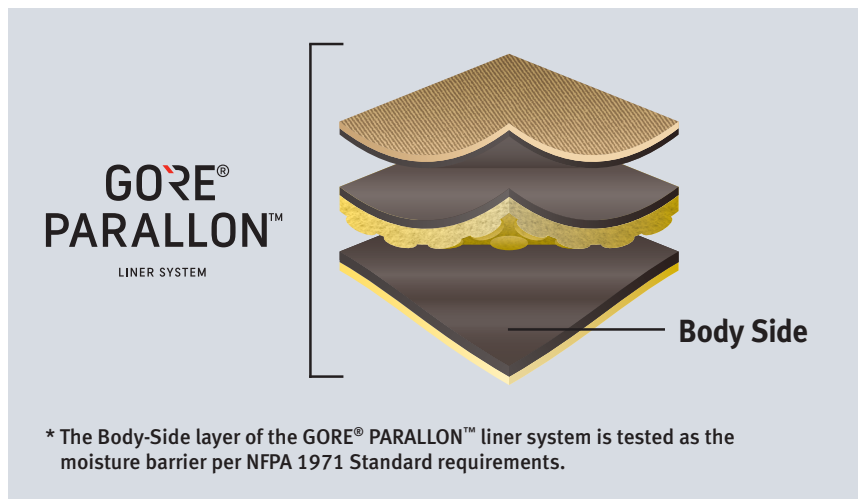
Warranty Program

Moisture Barriers and Liner Systems from W. L. Gore & Associates, Inc.

Gore stands behind the durability and reliability of its complete line of protective barriers. These products deliver the highest breathability in a broad range of conditions, while ensuring long-lasting durability and superior protection against hazards at the emergency scene. This comprehensive program is aligned with the needs of fire departments as they continue to adopt the requirements of NFPA 1851: Standard on Selection, Care, and Maintenance of protective ensembles for structural fire fighting and proximity fire fighting. Which barrier product you need depends on you; but whatever you're up against, we've got you covered.

PRODUCT	TIME PERIOD	WHAT IS COVERED
CROSSTECH [®] 3-layer moisture barrier	7 years	Materials and labor
CROSSTECH [®] black moisture barrier	5 years	Materials and labor
GORE [®] PARALLON [™] liner system	5 years	Materials and labor for Body-Side layer*
GORE [®] RT7100 moisture barrier	4 years	Materials and labor

Repair and replacement of a GORE[®] product covered in the Warranty Program is performed by participating Verified ISPs and garment manufacturers.





Warranty Program

Moisture Barriers and Liner Systems
from W. L. Gore & Associates, Inc.

What is covered under these programs?

The Gore Warranty Program limits coverage to the cost of materials and labor for normal wear and tear repairs needed to maintain the moisture barrier's performance according to the protocols set out in NFPA 1851 (latest edition). If a full liner replacement is deemed necessary, the program covers a limit of one full liner replacement per warranty period which must be made by the original garment manufacturer.

How long is the coverage?

The Gore Warranty Program runs seven years for CROSSTECH® 3-layer moisture barrier and five years for both CROSSTECH® black moisture barrier and the GORE® PARALLON™ liner system (Body-Side), and four years for GORE® RT7100 moisture barriers from date of manufacture. The product label contains the manufacturing date, which is permanently attached to each element of the protective ensemble.

What is not covered?

These programs do not cover repairs of faulty seam sealing, excessive thermal damage, improper cleaning, improper sizing, aftermarket modifications (e.g. stitch through patches), alterations, and pattern generated concerns.

For over 30 years, W. L. Gore & Associates has been a pioneer in developing high-performance barrier fabrics for the fire industry. At Gore, we work closely with our manufacturers from initial gear design through rigorous testing and final product delivery – all to ensure that our products do what we say they do.

W. L. Gore & Associates, Inc.
Fire & Public Safety
105 Vieve's Way • Elkton, MD 21921
800.431.GORE (4673)
crosstech.com/warranty



WARNING: No products, including garments, footwear, and gloves, protect completely, even when new; their protective performance will decline with wear, tear, abrasion, and other damage associated with use.
CROSSTECH, GORE, PARALLON, and designs are trademarks of W. L. Gore & Associates, Inc. ©2016 W. L. Gore & Associates, Inc.

Exhibit C.3 - Limited Warranty for Turnouts, Gloves & Hoods



Limited Warranty Turnouts, Gloves & Hoods

We warrant, for a limited period starting from the date specified on an original sales invoice that all Protective Elements manufactured by INNOTEX® will be free from defects in material and workmanship when used and maintained in accordance with acceptable firefighting, rescue or emergency procedures by appropriately trained personnel.

This product conforms to listed standards in effect at time of manufacture. Please note that only you can determine the suitability of this Protective Element for your intended use.

WHAT IS COVERED

We will repair or replace, at our option, any Protective Element that we determine to have a defect in material or workmanship.

EXCLUSION

Damage resulting from misuse, abuse, neglect, modification, repetitive training, alteration or otherwise non-compliance with the instructions contained in the User Guide (including failure to respect and document proper maintenance and storage practices for the Protective Element or any applicable laws, regulations, standards or best practices) is not covered under this limited warranty. No other damage will be covered, including but not limited to shading, discoloration, color bleeding or runs, damage due to ultra violet rays or damage caused by improper cleaning, normal wear and tear, or if applicable, damage caused by the DRD, loss of retro reflectivity or damage to hardware.

We hereby disclaim any liability for any other damages or losses, including consequential, incidental, exemplary, punitive or other damages (Including without limitation any damages resulting from or arising from the repair or replacement of a component of the Protective Element by a third party, arising from the use of the Protective Element or the inability to use the Protective Element during the limited warranty coverage period).

THIS WARRANTY IS IN LIEU OF ANY OTHER WARRANTY, INCLUDING WITHOUT LIMITATION, ANY WARRANTY, EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOUR LOCAL LAWS MAY NOT AUTHORISE SUCH LIMITATIONS AND GRANT YOU SPECIFIC RIGHTS. IN THIS EVENT THIS LIMITATION SHALL BE DEEMED NULL AND VOID.

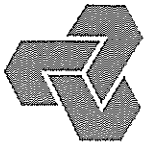
HOW TO HAVE LIMITED WARRANTY COVERAGE HONORED.

All defects to your Protective Element must be declared to INNOTEX® or an authorized INNOTEX® re-seller within 48 hours of occurrence. Once a defect has been deemed eligible INNOTEX® will, at its discretion, repair or replace the Protective Element. All repairs or replacement to your Protective Element are deemed to have been made for cosmetic purpose only and have to be accepted by the user 3 days after receipt of the Protective Element.

All parts of a Protective Element that are repaired or replaced (or any components thereof) become the property of INNOTEX®.

275 Gouin, Richmond, Québec, Canada J0B 2H0
2397 Harts Ferry Road Ohatchee, AL, USA 36271
1-888-821-3121

info@innotexprotection.com
www.innotexprotection.com



Safety Components Warranty Statement

Safety Components will place a 5-year warranty on all Safety Components structural fire fighting fabrics against defects in materials and workmanship. It is expected that any defects would surface within a 5-year period and if so the material would be replaced/repaired by Safety Components.

The Safety Components warranty does not cover rips, tears, or holes resulting from normal wear and tear expected to occur during normal firefighter activities. Normal firefighter activities include but are not limited to recruit school, training activities, and response to fire/EMS/traffic calls. Holes in the outer shell resulting from tools puncturing through pockets are expected and considered normal wear. In addition, degradation resulting from UV, chemicals, and direct heat/flame are considered normal and not covered under the warranty.

It should be noted that fabrics are not warranted against change in color. All flame resistant fabrics, regardless of color, will experience a shift in color. Gold/Natural colored fabrics will darken after exposure to light through a process called oxidation. Depending on garment storage, oxidation may occur uniformly or it may occur in specific areas/panels receiving more light. All black outer shells will fade to charcoal after exposure to wash/wear; a red tint will appear after exposure to light. A shift in color alone does not mean the material has experienced a loss of protection or durability performance. Any fabric containing PBI, PBO, meta-aramid (DuPont™ Nomex®, Tejinconex®), para-aramid (DuPont™ Kevlar®, Tejin Twaron®, Tejin Technora®) will experience a change in color, regardless of the textile manufacturer.

Safety Components has been manufacturing textiles for over 100 years. Companies only stay in business that long if they stand behind their product and commit to exceeding customer satisfaction. Safety Components is proud to offer this warranty and looks forward to supplying the fire service with flame resistant fabrics for many years to come.



Exhibit C.5 - Statement of Limited Warranty

Statement of Limited Warranty

TenCate Protective Fabrics USA warranty that its outer shell and thermal liner fabrics sold for use in firefighter turnout gear are free from defects in materials and workmanship when made.

The foregoing limited warranty does not include or cover tears, holes or rips that are the result of normal activities in which firefighters or first responders may engage in the course of their duties, as well as any and all damage to the fabric that results, directly or indirectly, from the use of tools and/or other equipment. Fabric degradation that is the result of UV light exposure, chemical exposure or thermal events (exposure to heat and flames) also is excluded from the scope of this limited warranty.

Certain fibers that are used in the manufacture of TenCate Protective Fabrics outer shell fabrics, such as meta and para-aramids, PBI and PBO will, by their nature, experience a change in color due to a variety of factors. Exposure to light and thermal events as well as laundering will cause discoloration. Proper storage of garments is vital to lessening the effects of oxidation which causes discoloration in these fibers. This limited warranty also does not include such a color change. It should be noted that a change in the color of a fabric doesn't mean that its flame protective performance characteristics have been degraded.

Provided a breach of the foregoing limited warranty is reported to TenCate Protective Fabrics USA by the party seeking to recover under such limited warranty within 30 days of discovery of the alleged defect, TenCate Protective Fabrics USA will in its sole discretion either repair such fabric or provide replacement fabric.

The foregoing obligation of repair or replacement is the sole and exclusive remedy for breach of the foregoing limited warranty. In no event will TenCate Protective Fabrics USA be liable for any lost profits, lost savings, incidental damages, and/or other consequential damages, even if it has been advised of the possibility of such damages.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, TENCATE PROTECTIVE FABRICS USA DOES NOT MAKE ANY OTHER WARRANTY, GUARANTEE, OR CONDITION OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO ITS OUTER SHELL FABRIC, AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND THE IMPLIED WARRANTY AGAINST INFRINGEMENT.