


Master Purchase Order

DO NOT INVOICE TO THIS ADDRESS	 DENVER <small>THE MILE HIGH CITY</small>	Workday™ Supplier Contract No.	SC-00011029	
City & County of Denver		Date:	3/16/2026	
Purchasing Division		Payment Terms	Net 30	Resolution (as applicable):
201 West Colfax Avenue, Dept. 604		Freight Terms	FOB DESTINATION	
Denver, CO 80202		Ship Via	See Exhibit B	
United States		Analyst:	Leann Rush	
Email: central.purchasing@denvergov.org https://www.denvergov.org/Government/Agencies-Departments-Offices/Agencies-Departments-Offices-Directory/General-Services/Purchasing-Division/Contact-Information		Email:	Leann.Rush@flydenver.com	

Workday Supplier ID: SUP-00016344

Phone: 801-247-4196

Email: mlyons@oshkosh aerotech.com

OSHKOSH AEROTECH LLC
 1917 FOUR WHEEL DR
 OSHKOSH, WI 54902

Ship To: Denver International Airport (DEN)
 As Specified By Agency

Bill To: As Specified By Agency

Attn: Michael Lyons

Colorado Secretary of State ID: 20191416373

U.S. Federal SAM Registry Verification Date: 1/27/2027

1. Goods/Services:

Oshkosh Aerotech, LLC, a Delaware limited liability company, (“Vendor”) shall provide the goods, and any services related thereto, identified and described on attached **Exhibit A and B**, to the City and County of Denver, a Colorado municipal corporation (the “City”), all in accordance with the terms and conditions of this Master Purchase Order.

2. Ordering:

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

3. Pricing:

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

4. Term/Renewal:

The term of this Master Purchase Order shall be from date of City signature to and including 12/31/2028. General Services and the vendor may mutually agree to renew and continue this Master Purchase Order for additional periods at the same pricing structure, terms, and conditions. However, no renewal shall surpass 12/31/2031.

5. Non-Exclusive:

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

6. Inspection and Acceptance:

Vendor shall perform any services in accordance with the standard of care exercised by highly competent vendors who perform like or similar services. City may inspect all goods/services prior to acceptance. 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 of fifty-eight million dollars (\$58,000,000.00). Vendor acknowledges that any goods/services provided beyond those specifically described in **Exhibit A and B** are performed at Vendor's risk and without authorization from the City. City's payment obligations hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Master Purchase Order, encumbered by the City after receipt of Vendor's invoice and paid into the Treasury of City. Vendor acknowledges that: (i) City does not by this Master Purchase Order, irrevocably pledge present cash reserves for payments in future fiscal years; and (ii) this Master Purchase Order is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City. City may setoff against any payments due to Vendor any claims and/or credits it may have against Vendor under this Master Purchase Order.

11. Amendments/Changes:

Only the Executive Director of General Services or his/her delegate is authorized to change or amend this Master Purchase Order by a formal written change order. Any change or amendment that would cause the aggregate payable under this Master Purchase Order to exceed the amount appropriated and encumbered for this Master Purchase Order is expressly prohibited and of no effect. Vendor shall verify with the City that the amount appropriated and encumbered is sufficient to cover any increase in cost due to changes or amendments. Goods/services provided without such verification are provided at Vendor's risk. Vendor has no authority to bind City on any contractual matters.

12. Warranty:

Vendor warrants and guarantees to City that all goods furnished under this Master Purchase Order are 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 contendere, or admits culpability to a criminal offense of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature.

20. Insurance:

Vendor 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.

33. Non-Performance and Damages:

Parties acknowledge that due to airline scheduling considerations and Contractor installation schedules time is of the essence in the delivery of the goods/services. If there is going to be a delay in the delivery of the goods/services described on Exhibit A and B past the dates agreed upon by the City and Vendor, at least 30 days' notice of late delivery shall be provided by the Vendor to the City. If 30 days' notice is not provided by the Vendor, then the Vendor shall be liable for liquidated damages to the City. Liquidated damages shall be calculated for each consecutive seven days delivery of the goods are late, an amount calculated as a sum equal to 1.0% of the value of the delayed Purchase Order line(s). These liquidated damages shall accrue for each seven consecutive days of the goods/services are delayed, but the total amount of liquidated damages assessed pursuant to this paragraph, if any, shall not exceed 10% of the total purchase line price. Liquidated damages shall be deducted from the invoice for the goods/services. The parties agree that this amount represents a reasonable estimate of damages and is not a penalty. Liquidated damages are in addition to, and not in lieu of, other remedies available at law or in equity; provided that the City shall not recover duplicative damages. Acceptance of late delivery shall not constitute a waiver of liquidated damages or other rights.

Vendor shall not be liable for liquidated damages for delay to the extent such delay is directly caused by a Force Majeure Event. A "Force Majeure Event" means an event beyond the reasonable control of Vendor, not caused by its fault or negligence, and not reasonably foreseeable at the time of contracting, including fire, strikes, lockouts, unusual delay by common carriers, unavoidable casualties, war, riots, acts of terrorism, acts of civil or military authority, acts of God, or judicial action. Economic hardship, increases in cost, supply chain disruptions, material shortages, or subcontractor nonperformance shall not constitute a Force Majeure Event unless directly caused by a Force Majeure Event as defined above. Vendor shall provide written notice to the City within 1 day after becoming aware of the Force Majeure Event, describing the nature of the event, its anticipated duration, and the steps being taken to mitigate the delay. Vendor shall

use commercially reasonable efforts to mitigate the effects of the Force Majeure Event and resume performance as soon as reasonably practicable. Relief under this paragraph shall be limited solely to an extension of time for performance equal to the period of actual delay caused by the Force Majeure Event. All other contractual obligations shall remain in full force and effect.

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

This Master Purchase Order is acknowledged and agreed to by:

City & County of Denver, Purchasing Division

Vendor Name: Oshkosh Avotek, LLC
(Company Name)

By: Frank Moore
(Authorized Signature)

Print Name: Frank Moore

Title: VP / GM Jetway

Date: 3/26/26

By: Leann Rush

Print Name: Leann Rush

Title: Senior Procurement Analyst

Date: 3/31/2026

Procurement Manager: Charise Glass

RENEWALS/REVISIONS:

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

Renewal/Revision No. 1 ____

This Master Purchase Order (MPO) expires on _____.

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

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

City & County of Denver, Purchasing Division

Vendor Name: _____
(Company Name)

By: _____
(Authorized Signature)

Print Name: _____

Title: _____

Date: _____

By: _____

Print Name: _____

Title: _____

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):

City & County of Denver, Purchasing Division

Vendor Name: _____
(Company Name)

By: _____
(Authorized Signature)

Print Name: _____

Title: _____

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____

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

Renewal/Revision No. 3 _____

This Master Purchase Order (MPO) expires on _____.

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

Note(s)/ revisions(s):

City & County of Denver, Purchasing Division

Vendor Name: _____
(Company Name)

By: _____
(Authorized Signature)

Print Name: _____

Title: _____

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____

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

EXHIBIT "A"

Vendor: OSHKOSH AEROTECH LLC
 Solicitation/ Award Title: Passenger Loading Bridges for Denver
 International Airport
 Solicitation No. /Internal File Reference Location: 0823A

It is recommended that you use your Supplier Contract No. SC-00011029, in all future correspondence and/or other communications.

Individual Purchase Orders will be issued for orders. All invoices and billing inquiries must refer to the specific Purchase Order for the order.

This Master Purchase Order is awarded under the authority of Denver Revised Municipal Code 20-64(a)1, Sole Source.

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

A.1 SCOPE OF WORK

OSHKOSH AEROTECH LLC, (vendor), is to provide when required, Passenger Loading Bridges (PLB) and related equipment at Denver International Airport (DEN). This award is to provide for the replacement of PLBs throughout the airport. DEN anticipates replacing up to 9 bridges per year starting in 2027.

The intent of this Master Purchase Order (MPO) is to provide bridges needed by the City as required. This MPO may be used to purchase any bridge offered by the vendor.

The scope of work may include work and supplies that are required to bring the bridge into full operation. This agreement allows for the procurement of Passenger Loading Bridges, sundries, equipment, commissioning, and supplies necessary to bring the bridge into full operation.

Prior to order placement, the City will approve all shop drawings and Manufacturer's Job Orders to ensure the specifications before construction of the equipment.

The City will also use this Master Purchase Order to fulfill orders for PLBs that may utilize installation by general contractors and City employees. These orders for bridges will not include installation but must include all sundries, equipment, and supplies necessary to bring the bridge into full operation.

The DEN Project Manager will work with OSHKOSH AEROTECH LLC to provide a proposal for the projected next year's PLB's with pricing based upon Exhibit B and will provide an agreed upon delivery schedule for each PLB. DEN will issue an annual Purchase Order to OSHKOSH AEROTECH LLC in accordance with the annual proposal provided.

Time is of the essence, OSHKOSH AEROTECH LLC shall deliver the Goods in strict accordance as coordinated with the DEN Project Manager with the delivery dates set forth in the annual Purchase Orders.

OSHKOSH AEROTECH LLC will notify DEN Project Manager within 30 days of any changes to the agreed delivery schedule.

A.2 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.

A.3 AIRPORT SECURITY:

It is a material requirement of this Contract that the Vendor shall comply with all rules, regulations, written policies and authorized directives from the City and/or the Transportation Security Administration with respect to Airport security. The Vendor shall conduct all of its activities at the Airport in compliance with the Airport security program, which is administered by the Security Section of the Airport Operations Division, Department of Aviation. Violation by the Vendor or any of its employees, subcontractors, and vendors of any rule, regulation, or authorized directive from the City or the Transportation Security Administration with respect to Airport Security shall be grounds for immediate termination by the City of this Contract for cause.

The Vendor shall promptly upon notice of award of this Contract, meet with the Airport's Assistant Security Manager to establish badging and vehicle permit requirements for Vendor's operations under this Contract. The Vendor shall obtain the proper access authorizations for all of its employees, subcontractors, and vendors who will enter the Airport to perform work or make deliveries, and shall be responsible for each such person's compliance with all Airport rules and regulations, including without limitation those pertaining to security. Any person who violates such rules may be subject to revocation of his/her access authorization. The failure of the Vendor or any subcontractor to complete any required services hereunder shall not be excused on account of the revocation for good cause of access authorization of any person.

The security status of the Airport is subject to change without notice. If the security status of the Airport changes at any time during the term of this Contract, the Vendor shall take immediate steps to comply with security modifications which occur as a result of the changed status. The Vendor may at any time obtain current information from the Airport Security Office regarding the Airport's security status in relation to the Vendor's operations at the Airport.

The Vendor shall return to the City at the expiration or termination of this Contract, or upon demand by the City, all access keys or access badges issued to it for any area of the Airport, whether or not restricted. If the Vendor fails to do so, the Consultant shall be liable to reimburse the City for all the City's costs for work required to prevent compromise of the Airport security system. The City may withhold funds in the amount of such costs from any amounts due and payable to the Vendor under this Contract.

A.4 LAWS, REGULATIONS, TAXES AND PERMITS:

The Vendor shall procure all permits and licenses, pay all charges, taxes and fees and give all notices necessary and incidental to the due and lawful prosecution of the work. All costs thereof shall be deemed to be included in the prices proposed for the work.

The Vendor, at all times, shall observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules and regulations in any manner affecting the conduct of the work.

Without limiting the foregoing, the Vendor shall establish appropriate procedures and controls so that services under this Contract will not be performed by using any alien who is not legally eligible for such employment under United States Immigration laws. Failure to comply with this condition satisfactorily may cause the City to terminate this Contract.

A.5 F.O.B. POINT:

Prices quoted shall be F.O.B. Denver International Airport Property, Denver, CO. Unloaded as coordinated with the DEN Project Manager.

A.6 ASSIGNMENT OF PURCHASE ORDER OR CONTRACT:

Vendor may not assign or otherwise transfer any of its rights or obligations under any purchase order or contract made and entered into pursuant to a City and County of Denver proposal without the prior written approval of the Manager of General Services or his/her representative.

A.7 PRICING:

All prices quoted shall be firm and fixed for each of the models identified in Exhibit B, and shall remain firm and fixed throughout the duration of this Master Purchase Order. Note: A 2% Discount is offered when purchasing more than eight (8) PLBs per delivered year.

A.8 ENVIRONMENTAL MANAGEMENT SYSTEM, ENVIRONMENTAL POLICY, AWARENESS, AND COMPLIANCE:

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

The Environmental Policy of the City & County of Denver, may be found at:

<https://denvergov.org/files/assets/public/v/2/public-health-and-environment/documents/eq/2024-denver-environmental-policy.pdf>

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

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

A.9 VENDOR PERFORMANCE MANAGEMENT:

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

Vendor is 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 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
- Additionally, the vendor may be required to adhere to a vendor management program as requested by DIA.

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

EXHIBIT “B”



Quote: 10722-A

2027 CORRUGATED PRICING

3 TUNNEL SIZES	A CONCOURSE	B CONCOURSE	C CONCOURSE
	BASE PRICE	BASE PRICE	BASE PRICE
A3 44/78 125R	\$630,413	\$591,464	\$620,413
A3 48/86 125R	\$642,616	\$603,667	\$632,616
A3 50/95 125R	\$654,819	\$615,870	\$644,819
A3 53/104 125R	\$667,022	\$628,072	\$657,022
A3 58/110 125R	\$679,225	\$640,275	\$669,225
A3 60/119 125R	\$691,428	\$652,478	\$681,428
A3 64/131 125R	\$703,630	\$664,681	\$693,630
A3 68/141 125R	\$715,833	\$676,884	\$705,833
A3 72/150 125R	\$728,036	\$689,087	\$718,036

EQUIPMENT	GATE SPECIFIC ADDERS
	BASE PRICE
EMB CANOPY/BUMPER	\$2,080
EXTENDED LANDING	\$11,981
12' LIFT COLUMN	\$16,126
ROTUNDA COLUMN HAUNCH	\$3,623
CORRUGATED WALKWAY/LF	\$4,348
GLASS TRUSS WALKWAY/LF	\$5,797
FLEX BAG SLIDE	\$15,725
7.5T TRANE RTU	\$31,884
METROPLEX 2 HOSE TROLLEY	\$16,614
REGIONAL JET CE FLOOR	\$17,848
TESTING/COMMISSIONING	\$3,406
FREIGHT	\$13,043

Notes:

- A and C Concourse PLBs include dogleg with glycol hose (glycol not included)
- 2% Discount offered when purchasing more than 8 PLBs per delivery year



Quote: 10722-A

2028 CORRUGATED PRICING

3 TUNNEL SIZES	A CONCOURSE	B CONCOURSE	C CONCOURSE
	BASE PRICE	BASE PRICE	BASE PRICE
A3 44/78 125R	\$690,452	\$647,794	\$679,500
A3 48/86 125R	\$703,817	\$661,159	\$692,865
A3 50/95 125R	\$717,183	\$674,524	\$706,230
A3 53/104 125R	\$730,548	\$687,889	\$719,595
A3 58/110 125R	\$743,913	\$701,254	\$732,960
A3 60/119 125R	\$757,278	\$714,619	\$746,325
A3 64/131 125R	\$770,643	\$727,984	\$759,690
A3 68/141 125R	\$784,008	\$741,349	\$773,056
A3 72/150 125R	\$797,373	\$754,714	\$786,421

EQUIPMENT	GATE SPECIFIC ADDERS
	BASE PRICE
EMB CANOPY/BUMPER	\$2,278
EXTENDED LANDING	\$13,122
12' LIFT COLUMN	\$17,662
ROTUNDA COLUMN HAUNCH	\$3,968
CORRUGATED WALKWAY/LF	\$4,762
GLASS TRUSS WALKWAY/LF	\$6,349
FLEX BAG SLIDE	\$17,222
7.5T TRANE RTU	\$34,921
METROPLEX 2 HOSE TROLLEY	\$18,197
REGIONAL JET CE FLOOR	\$19,548
TESTING/COMMISSIONING	\$3,730
FREIGHT	\$14,286

Notes:

- A and C Concourse PLBs include dogleg with glycol hose (glycol not included)
- 2% Discount offered when purchasing more than 8 PLBs per delivery year



Quote: 10722-A

2029 CORRUGATED PRICING

3 TUNNEL SIZES	A CONCOURSE	B CONCOURSE	C CONCOURSE
	BASE PRICE	BASE PRICE	BASE PRICE
A3 44/78 125R	\$724,975	\$680,183	\$713,475
A3 48/86 125R	\$739,008	\$694,217	\$727,508
A3 50/95 125R	\$753,042	\$708,250	\$741,542
A3 53/104 125R	\$767,075	\$722,283	\$755,575
A3 58/110 125R	\$781,108	\$736,317	\$769,608
A3 60/119 125R	\$795,142	\$750,350	\$783,642
A3 64/131 125R	\$809,175	\$764,383	\$797,675
A3 68/141 125R	\$823,208	\$778,417	\$811,708
A3 72/150 125R	\$837,242	\$792,450	\$825,742

EQUIPMENT	GATE SPECIFIC ADDERS
	BASE PRICE
EMB CANOPY/BUMPER	\$2,392
EXTENDED LANDING	\$13,778
12' LIFT COLUMN	\$18,545
ROTUNDA COLUMN HAUNCH	\$4,167
CORRUGATED WALKWAY/LF	\$5,000
GLASS TRUSS WALKWAY/LF	\$6,667
FLEX BAG SLIDE	\$18,083
7.5T TRANE RTU	\$36,667
METROPLEX 2 HOSE TROLLEY	\$19,107
REGIONAL JET CE FLOOR	\$20,525
TESTING/COMMISSIONING	\$3,917
FREIGHT	\$15,000

Notes:

- A and C Concourse PLBs include dogleg with glycol hose (glycol not included)
- 2% Discount offered when purchasing more than 8 PLBs per delivery year



Quote: 10722-A

2030 CORRUGATED PRICING

3 TUNNEL SIZES	A CONCOURSE	B CONCOURSE	C CONCOURSE
	BASE PRICE	BASE PRICE	BASE PRICE
A3 44/78 125R	\$763,132	\$715,982	\$751,026
A3 48/86 125R	\$777,904	\$730,754	\$765,798
A3 50/95 125R	\$792,675	\$745,526	\$780,570
A3 53/104 125R	\$807,447	\$760,298	\$795,342
A3 58/110 125R	\$822,219	\$775,070	\$810,114
A3 60/119 125R	\$836,991	\$789,842	\$824,886
A3 64/131 125R	\$851,763	\$804,614	\$839,658
A3 68/141 125R	\$866,535	\$819,386	\$854,430
A3 72/150 125R	\$881,307	\$834,158	\$869,202

EQUIPMENT	GATE SPECIFIC ADDERS
	BASE PRICE
EMB CANOPY/BUMPER	\$2,518
EXTENDED LANDING	\$14,504
12' LIFT COLUMN	\$19,521
ROTUNDA COLUMN HAUNCH	\$4,386
CORRUGATED WALKWAY/LF	\$5,263
GLASS TRUSS WALKWAY/LF	\$7,018
FLEX BAG SLIDE	\$19,035
7.5T TRANE RTU	\$38,596
METROPLEX 2 HOSE TROLLEY	\$20,112
REGIONAL JET CE FLOOR	\$21,605
TESTING/COMMISSIONING	\$4,123
FREIGHT	\$15,789

Notes:

- A and C Concourse PLBs include dogleg with glycol hose (glycol not included)
- 2% Discount offered when purchasing more than 8 PLBs per delivery year



Quote: 10722-A

2031 CORRUGATED PRICING

3 TUNNEL SIZES	A CONCOURSE	B CONCOURSE	C CONCOURSE
	BASE PRICE	BASE PRICE	BASE PRICE
A3 44/78 125R	\$805,528	\$755,759	\$792,750
A3 48/86 125R	\$821,120	\$771,352	\$808,343
A3 50/95 125R	\$836,713	\$786,944	\$823,935
A3 53/104 125R	\$852,306	\$802,537	\$839,528
A3 58/110 125R	\$867,898	\$818,130	\$855,120
A3 60/119 125R	\$883,491	\$833,722	\$870,713
A3 64/131 125R	\$899,083	\$849,315	\$886,306
A3 68/141 125R	\$914,676	\$864,907	\$901,898
A3 72/150 125R	\$930,269	\$880,500	\$917,491

EQUIPMENT	GATE SPECIFIC ADDERS
	BASE PRICE
EMB CANOPY/BUMPER	\$2,657
EXTENDED LANDING	\$15,309
12' LIFT COLUMN	\$20,606
ROTUNDA COLUMN HAUNCH	\$4,630
CORRUGATED WALKWAY/LF	\$5,556
GLASS TRUSS WALKWAY/LF	\$7,407
FLEX BAG SLIDE	\$20,093
7.5T TRANE RTU	\$40,741
METROPLEX 2 HOSE TROLLEY	\$21,230
REGIONAL JET CE FLOOR	\$22,806
TESTING/COMMISSIONING	\$4,352
FREIGHT	\$16,667

Notes:

- A and C Concourse PLBs include dogleg with glycol hose (glycol not included)
- 2% Discount offered when purchasing more than 8 PLBs per delivery year



Quote: 10722-A

2027 GLASS TRUSS PRICING

3 TUNNEL SIZES	A CONCOURSE	B CONCOURSE	C CONCOURSE
	BASE PRICE	BASE PRICE	BASE PRICE
AT3 42/70 125R	\$742,239	\$718,391	\$747,341
AT3 47/85 125R	\$754,442	\$730,594	\$759,543
AT3 52/100 125R	\$766,645	\$742,797	\$771,746
AT3 58/116 125R	\$778,848	\$755,000	\$783,949
AT3 61/127 125R	\$791,051	\$767,203	\$796,152
AT3 65/133 125R	\$803,254	\$779,406	\$808,355
AT3 68/144 125R	\$815,457	\$791,609	\$820,558
AT3 72/150 125R	\$827,659	\$803,812	\$832,761

EQUIPMENT	GATE SPECIFIC ADDERS
	BASE PRICE
EMB CANOPY/BUMPER	\$2,080
EXTENDED LANDING	\$11,981
12' LIFT COLUMN	\$16,126
ROTUNDA COLUMN HAUNCH	\$3,623
CORRUGATED WALKWAY/LF	\$4,348
GLASS TRUSS WALKWAY/LF	\$5,797
FLEX BAG SLIDE	\$15,725
7.5T TRANE RTU	\$31,884
METROPLEX 2 HOSE TROLLEY	\$16,614
REGIONAL JET CE FLOOR	\$17,848
TESTING/COMMISSIONING	\$3,406
FREIGHT	\$13,043

Notes:

- A and C Concourse PLBs include dogleg with glycol hose (glycol not included)
- 2% Discount offered when purchasing more than 8 PLBs per delivery year



Quote: 10722-A

2028 GLASS TRUSS PRICING

3 TUNNEL SIZES	A CONCOURSE	B CONCOURSE	C CONCOURSE
	BASE PRICE	BASE PRICE	BASE PRICE
AT3 42/70 125R	\$812,929	\$786,810	\$818,516
AT3 47/85 125R	\$826,294	\$800,175	\$831,881
AT3 52/100 125R	\$839,659	\$813,540	\$845,246
AT3 58/116 125R	\$853,024	\$826,905	\$858,611
AT3 61/127 125R	\$866,389	\$840,270	\$871,976
AT3 65/133 125R	\$879,754	\$853,635	\$885,341
AT3 68/144 125R	\$893,119	\$867,000	\$898,706
AT3 72/150 125R	\$906,484	\$880,365	\$912,071

EQUIPMENT	GATE SPECIFIC ADDERS
	BASE PRICE
EMB CANOPY/BUMPER	\$2,278
EXTENDED LANDING	\$13,122
12' LIFT COLUMN	\$17,662
ROTUNDA COLUMN HAUNCH	\$3,968
CORRUGATED WALKWAY/LF	\$4,762
GLASS TRUSS WALKWAY/LF	\$6,349
FLEX BAG SLIDE	\$17,222
7.5T TRANE RTU	\$34,921
METROPLEX 2 HOSE TROLLEY	\$18,197
REGIONAL JET CE FLOOR	\$19,548
TESTING/COMMISSIONING	\$3,730
FREIGHT	\$14,286

Notes:

- A and C Concourse PLBs include dogleg with glycol hose (glycol not included)
- 2% Discount offered when purchasing more than 8 PLBs per delivery year



Quote: 10722-A

2029 GLASS TRUSS PRICING

3 TUNNEL SIZES	A CONCOURSE	B CONCOURSE	C CONCOURSE
	BASE PRICE	BASE PRICE	BASE PRICE
AT3 42/70 125R	\$853,575	\$826,150	\$859,442
AT3 47/85 125R	\$867,608	\$840,183	\$873,475
AT3 52/100 125R	\$881,642	\$854,217	\$887,508
AT3 58/116 125R	\$895,675	\$868,250	\$901,542
AT3 61/127 125R	\$909,708	\$882,283	\$915,575
AT3 65/133 125R	\$923,742	\$896,317	\$929,608
AT3 68/144 125R	\$937,775	\$910,350	\$943,642
AT3 72/150 125R	\$951,808	\$924,383	\$957,675

GATE SPECIFIC ADDERS	
EQUIPMENT	BASE PRICE
EMB CANOPY/BUMPER	\$2,392
EXTENDED LANDING	\$13,778
12' LIFT COLUMN	\$18,545
ROTUNDA COLUMN HAUNCH	\$4,167
CORRUGATED WALKWAY/LF	\$5,000
GLASS TRUSS WALKWAY/LF	\$6,667
FLEX BAG SLIDE	\$18,083
7.5T TRANE RTU	\$36,667
METROPLEX 2 HOSE TROLLEY	\$19,107
REGIONAL JET CE FLOOR	\$20,525
TESTING/COMMISSIONING	\$3,917
FREIGHT	\$15,000

Notes:

- A and C Concourse PLBs include dogleg with glycol hose (glycol not included)
- 2% Discount offered when purchasing more than 8 PLBs per delivery year



Quote: 10722-A

2030 GLASS TRUSS PRICING

3 TUNNEL SIZES	A CONCOURSE	B CONCOURSE	C CONCOURSE
	BASE PRICE	BASE PRICE	BASE PRICE
AT3 42/70 125R	\$898,500	\$869,632	\$904,675
AT3 47/85 125R	\$913,272	\$884,404	\$919,447
AT3 52/100 125R	\$928,044	\$899,175	\$934,219
AT3 58/116 125R	\$942,816	\$913,947	\$948,991
AT3 61/127 125R	\$957,588	\$928,719	\$963,763
AT3 65/133 125R	\$972,360	\$943,491	\$978,535
AT3 68/144 125R	\$987,132	\$958,263	\$993,307
AT3 72/150 125R	\$1,001,904	\$973,035	\$1,008,079

EQUIPMENT	GATE SPECIFIC ADDERS
	BASE PRICE
EMB CANOPY/BUMPER	\$2,518
EXTENDED LANDING	\$14,504
12' LIFT COLUMN	\$19,521
ROTUNDA COLUMN HAUNCH	\$4,386
CORRUGATED WALKWAY/LF	\$5,263
GLASS TRUSS WALKWAY/LF	\$7,018
FLEX BAG SLIDE	\$19,035
7.5T TRANE RTU	\$38,596
METROPLEX 2 HOSE TROLLEY	\$20,112
REGIONAL JET CE FLOOR	\$21,605
TESTING/COMMISSIONING	\$4,123
FREIGHT	\$15,789

Notes:

- A and C Concourse PLBs include dogleg with glycol hose (glycol not included)
- 2% Discount offered when purchasing more than 8 PLBs per delivery year



Quote: 10722-A

2031 GLASS TRUSS PRICING

3 TUNNEL SIZES	A CONCOURSE	B CONCOURSE	C CONCOURSE
	BASE PRICE	BASE PRICE	BASE PRICE
AT3 42/70 125R	\$948,417	\$917,944	\$954,935
AT3 47/85 125R	\$964,009	\$933,537	\$970,528
AT3 52/100 125R	\$979,602	\$949,130	\$986,120
AT3 58/116 125R	\$995,194	\$964,722	\$1,001,713
AT3 61/127 125R	\$1,010,787	\$980,315	\$1,017,306
AT3 65/133 125R	\$1,026,380	\$995,907	\$1,032,898
AT3 68/144 125R	\$1,041,972	\$1,011,500	\$1,048,491
AT3 72/150 125R	\$1,057,565	\$1,027,093	\$1,064,083

EQUIPMENT	GATE SPECIFIC ADDERS
	BASE PRICE
EMB CANOPY/BUMPER	\$2,657
EXTENDED LANDING	\$15,309
12' LIFT COLUMN	\$20,606
ROTUNDA COLUMN HAUNCH	\$4,630
CORRUGATED WALKWAY/LF	\$5,556
GLASS TRUSS WALKWAY/LF	\$7,407
FLEX BAG SLIDE	\$20,093
7.5T TRANE RTU	\$40,741
METROPLEX 2 HOSE TROLLEY	\$21,230
REGIONAL JET CE FLOOR	\$22,806
TESTING/COMMISSIONING	\$4,352
FREIGHT	\$16,667

Notes:

- A and C Concourse PLBs include dogleg with glycol hose (glycol not included)
- 2% Discount offered when purchasing more than 8 PLBs per delivery year