


# Master Purchase Order

<b>DO NOT INVOICE TO THIS ADDRESS</b>		Workday™ Supplier Contract No.	SC-00010622
<b>City &amp; County of Denver</b>		Date:	August 25, 2025
Purchasing Division		Payment Terms	Net 30
201 West Colfax Avenue, Dept. 304		Freight Terms	FOB DESTINATION
Denver, CO 80202		Ship Via	Vendor Prepay and Add
United States		Analyst:	Leann Rush
Phone: 720-913-8100 Fax: 720-913-8101		Phone / Email:	(303) 342-2298 / leann.rush@flydenver.com
		Resolution (as applicable):	

Workday Supplier ID: DENVR0000000100

Phone: 303-449-9911

Email: duaned@frontrangefire.com

Front Range Fire Apparatus, Limited  
7600 Miller Court  
Frederick, CO 80504  
Attn: Duane Doucette

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

Bill To: As Specified By Agency

Colorado Secretary of State ID: 19871634538  
Registry Verification Date: 08/12/2025

## 1. Goods/Services:

Front Range Fire Apparatus, Limited, a Corporation in the State of Colorado, ("Vendor") shall provide the goods, and any services related thereto, identified and described on attached **Exhibit A and B**, to the City and County of Denver, a Colorado municipal corporation (the "City"), all in accordance with the terms and conditions of this Master Purchase Order.

## 2. Ordering:

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

## 3. Pricing:

The pricing/rates for the goods/services is contained on **Exhibit A and B** and shall be held firm for the initial 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 September 10, 2027. 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 September 10, 2030.

## 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 two million, five hundred thousand dollars (\$2,500,000.00). Vendor acknowledges that any goods/services provided beyond those specifically described in **Exhibit A and B** are performed at Vendor's risk and without authorization from the City. City's payment obligations hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Master Purchase Order, encumbered by the City after receipt of Vendor's invoice and paid into the Treasury of City. Vendor acknowledges that: (i) City does not by this Master Purchase Order, irrevocably pledge present cash reserves for payments in future fiscal years; and (ii) this Master Purchase Order is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City. City may setoff against any payments due to Vendor any claims and/or credits it may have against Vendor under this Master Purchase Order.

**11. Amendments/Changes:**

Only the Executive Director of General Services or his/her delegate is authorized to change or amend this Master Purchase Order by a formal written change order. Any change or amendment that would cause the aggregate payable under this Master Purchase Order to exceed the amount appropriated and encumbered for this Master Purchase Order is expressly prohibited and of no effect. Vendor shall verify 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 six (6) 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 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.

**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 the 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. The 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.

DRMC 20-64(A)(1) of the Revised Municipal Code. Sole Source Procurement.

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:**

Front Range Fire Apparatus  
(Company Name)

By:

*Duane Doucette*  
(Authorized Signature)

By:

*Leann Rush*

Print Name:

Duane Doucette

Print  
Name:

Leann Rush

Title:

President

Title:

Senior Procurement Analyst

Date:

09/24/2025

Date:

9/24/2025

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:	_____	By:	_____
	(Authorized Signature)		
Print Name:	_____	Print Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

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

**Renewal/Revision No. 2**

This Master Purchase Order (MPO) expires on \_\_\_\_\_.

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

Note(s)/ revisions(s):

**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 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):

EXHIBIT "A"

Vendor: Front Range Fire Apparatus, Limited  
Solicitation/ Award Title: Pierce and Oshkosh Airport Firefighting Apparatus  
Parts and Components

Solicitation No. /Internal File Reference Location: 11200

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**It is recommended that you use your Supplier Contract No. SC-00010622, in all future correspondence and/or other communications.**

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

**A.1 PRICING INFORMATION:**

Front Range Fire Apparatus, Limited guarantees a 7% discount will be deducted from the list price on all Pierce Manufacturing and Oshkosh Airport Products Firefighting Apparatus Parts and Components.

Parts and component pricing is not inclusive of freight, see Handling Fee Structure within exhibit "B".

All price discounts percentages shall be firm and fixed for the initial term and any renewals (as applicable).

**A.2 DELIVERY CONSIDERATIONS:**

Deliveries are to be made as soon as possible after orders are placed and are anticipated. Vendor is to inform the City of the anticipated shipping and delivery timelines upon quote.

**A.3 F.O.B. POINT:**

F.O.B. Destination and delivered to Denver, Colorado, delivered to Denver International Airport, 27500 E. 80th Avenue, Denver, CO 80249.

Stock Parts Delivery: Range Fire Apparatus commits to a one-time per month delivery to DEN. Beyond one-time per month delivery, Front Range Fire Apparatus will prepare parts for customer pickup.

**EMERGENCY PURCHASES:**

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

**A.4 WARRANTY GUARANTEE:**

See parts warranty certificates in exhibit "B"

**A.5 AIRPORT SECURITY:**

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

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

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

#### **A.6 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.7 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.a Environmentally Preferable Purchasing (EPP) Guidance**

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

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

**A.8 PARTS AND COMPONENT CONSIDERATIONS:**

- i. See exhibit “B” for details

**PRODUCT RETURN PROTOCOL:**

- i. Agencies shall receive full credit for any standard parts/components returned within 30 calendar days of initial delivery, including any applicable core charges for a new part and/or a part returned for a core credit. Any parts considered to be highly specialized or custom may not be returned unless mutually agreed upon by the agency and the supplier. Parts in stock will be mutually agreed upon on a case by case basis.
- ii. Standard/parts that are returned within 0-30 days will not be subject to a restocking fee. After 30 days each part return will be mutually agreed upon a case by case basis subject to a handling up to 25%. Any parts considered to be highly specialized or custom may not be returned unless mutually agreed upon by the agency and the supplier .
- iii. Front Range Fire Apparatus, Limited shall contact each using agency within thirty (30) calendar days of agreement initiation to collaborate in relation to return parts/ components protocol(s).

**PALLETS:**

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

**GENUINE MANUFACTURER ASSURANCE:**

- i. Supplied Parts and Components Nomenclature/ Identifiers are to correspond with Genuine Original Equipment Manufacturer (OEM) part numbers.
- ii. No substitutions for OEM parts can be made by Front Range Fire Apparatus, Limited to the City without prior written authorization.

**PROCUREMENT METHODOLOGIES-DEFINITIONS:**

- i. P-CARD: City Agency may utilize a City Credit Card (Procurement Card) for the purchases at the discounted rate listed herein. The City will be subject to a 3.99% service charge for Credit Card payments.
- ii. Blanket PO (Purchase Order): City Agency may establish a Blanket PO, the Agency will place multiple orders using the same PO Number and Front Range Fire Apparatus, Limited will be required to invoice indicating the same PO number for multiple purchases over time.
- iii. PO- City Agency may issue a single PO for a specific set of items for a specific instance; Front Range Fire Apparatus, Limited will be required to invoice indicating the specific PO number.
- iv. Note: The City reserves the right to add/ delete/ change procurement methodologies for manufacture line items herein throughout the term of Master Purchase Order agreement and any renewal periods.

**PARTS AND COMPONENT BILLING:**

- i. Front Range Fire Apparatus, Limited shall be able to accommodate combined periodic billing as required.

- ii. Front Range Fire Apparatus, Limited shall have the capability of having multiple City accounts, with each identifying specific City Agencies for each account
  - (1) This requirement is to also include the name of the individual from the City that has placed the order
- iii. Payment methodology may include, ACH, check or credit card (P-Card/ Procurement Card) for replacement parts

**A.9 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.

## EXHIBIT "B"

## Front Range Fire Apparatus



7600 MILLER CT.  
 FREDERICK, CO 80504  
 303-449-9911 • FAX 303-449-1203  
[www.frontrangefire.com.com](http://www.frontrangefire.com.com)

Thursday, August 13, 2025

Leann Rush  
 Finance, Business Operations  
 8500 Pena Boulevard  
 Denver, CO 80249

Re: Proposal for MPO Denver International Airport Parts

Leann,

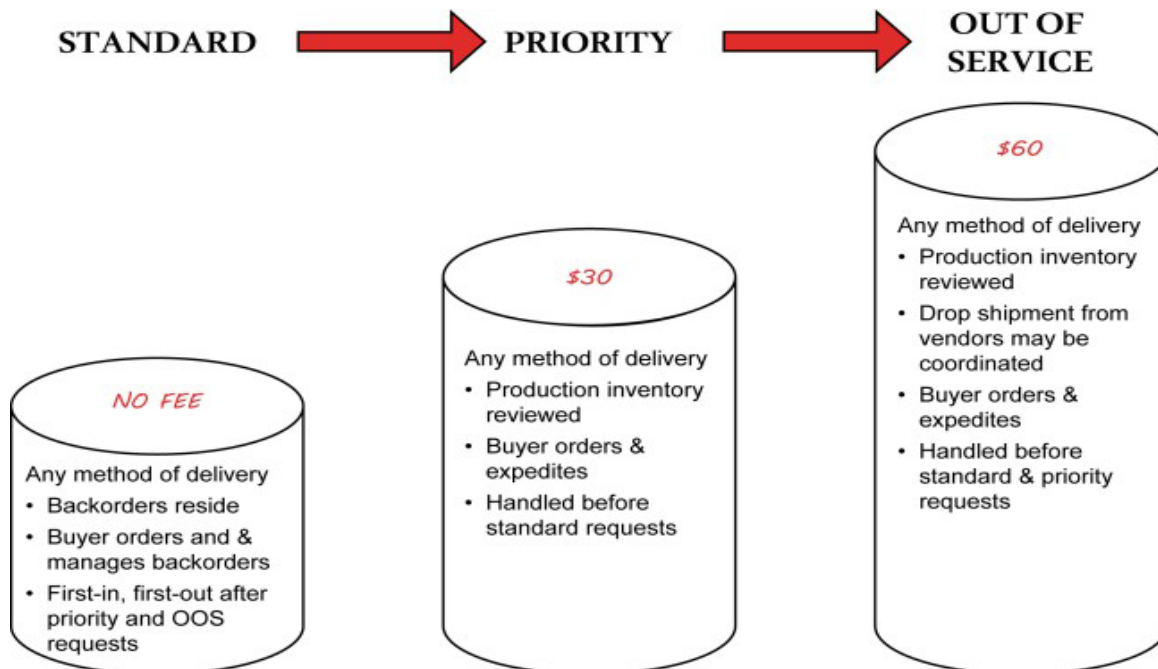
Outlined below is the is the requested proposal for the airport parts contract

A 7% discount will be deducted from the list price. At the time of order, the airport parts representative will select one of the handling fees listed below:

Handling Fee Structure:

Handling fees for Priority Orders and Out of Service Orders will be as follows:

- **Priority Orders:** A flat handling fee of \$30.00
- **Out of Service Orders:** A flat handling fee of \$60.00



**Purpose of the Handling Fee:**

The optional handling fee is designed to prioritize requests within our internal business processes and provides a way for dealers and customers to designate their requests with urgency. It helps us allocate dedicated resources and structured processes to expedite fulfillment, especially in critical situations.

**What Defines Priority and Out of Service Orders?**

- Priority Orders: These orders are handled with urgency, but they will be processed after Out of Service Orders, based on the order in which they are received.
- Out of Service Orders: These are orders that pertain to apparatus that cannot be placed back in service without fulfilling the request. These orders receive the highest level of urgency and are processed before all other requests.

**Important Note About Shipment Methods:**

It's important to clarify that while the Priority and Out of Service fees dictate the internal handling and processing of the order, the method of shipment is independent of the handling fee. For example, you can place an order as a priority and choose to ship it via standard UPS Ground service.

**Stock Orders**

Free freight will be offered on stock orders:

1. Orders must be placed before 11:00AM on Monday, if holiday the order will be placed the following Monday.
2. The minimum order must be greater than \$5,500.00 for Oshkosh ARFF units
3. The minimum order must be greater than \$5,500.00 for Pierce Apparatus
4. Not all parts are allowed on a stock order, only parts considered as general maintenance items (major repair parts not allowed on stock order).

Shipping method will be shipped regular ground to Front Range Fire Apparatus, once received customer will be notified so they can schedule pickup. Stock parts orders could take several weeks to arrive at our location due to availability. All stock orders will be shipped completely so if one part in a multiple part stock order is back ordered it could hold up the complete order from shipping.

Yours very truly,

**FRONT RANGE FIRE APPARATUS.**

Duane Doucette  
President



## AIRPORT PRODUCTS

# Six (6) Month Material and Workmanship Replacement Parts Limited Warranty

### 1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Oshkosh Airport Products provides the following warranty to the Buyer:

Coverage:	Each part or component sold by Oshkosh shall be free from defects in material and workmanship.
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Six (6) Months
Conditions and Exclusions:  See Also Paragraphs 2 thru 4	Defective part must be returned to Oshkosh within 30 days of the warranty expiration date.  This warranty does not cover labor.

This limited warranty shall apply only if the product is properly maintained in accordance with Oshkosh's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Oshkosh in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Oshkosh makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Oshkosh, with respect to all such parts, components, attachments and accessories, Oshkosh shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Oshkosh which, in the sole judgment of Oshkosh, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Oshkosh assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Oshkosh.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Oshkosh Customer Service Department; or (b) at a facility which has not been approved by Oshkosh as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Oshkosh may void this warranty.

### 2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY Oshkosh. Oshkosh HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

### 3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Oshkosh within the time period specified in paragraph 1, and shall make the product available for inspection by Oshkosh or its designated agent. At the request of Oshkosh, any allegedly defective product shall be returned by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Oshkosh shall repair or replace (at Oshkosh's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Oshkosh. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

### 4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Oshkosh and Buyer, IN NO EVENT SHALL OSHKOSH BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY OSHKOSH, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER OSHKOSH HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Oshkosh specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, downtime, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

*Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to the Oshkosh Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Oshkosh in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Oshkosh) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.*

12/7/2011 WR0006





Incorporation Classification: Unrestricted

## Fire and Rescue Apparatus

### Six (6) Month Material and Workmanship Replacement Parts *Limited Warranty*

#### 1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the purchaser who first puts the product in service ("Buyer"):

Coverage:	Aftermarket spare parts, purchased from an authorized Pierce dealer, and installed on Pierce-branded vehicles, shall be free of defects in materials & workmanship.
Warranty Begins:	At date of sale to Buyer OR date of install by Pierce authorized dealer.
Warranty Period Ends After:	Six (6) months.
Conditions and Exclusions:  See Also Paragraphs 2 thru 4	<p>Defective Aftermarket spare parts must be returned to Pierce within 30 days of repair completion date.</p> <p>If Aftermarket part is sold directly to end-customer:            1. Warranty is valid six (6) months from date of sale;            2. Warranty reimbursement excludes labor;            3. Pierce dealer must submit copy of original invoice which shows date of sale, Pierce part number, and Buyer information (name, address, telephone number, etc.).</p> <p>If Aftermarket spare part is installed by Pierce dealer:            1. Warranty is valid six (6) months from date of installation;            2. Warranty reimbursement shall cover parts &amp; labor IF installed by a Pierce Master Certified Technician;            3. Pierce dealer must submit copy of original invoice which shows date of installation, Pierce part number, and Buyer vehicle information (VIN, Job #, miles, hours, etc.).</p>

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

#### 2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

#### 3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

#### 4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

*Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.*

5/2/2018 WA0030