


# Master Purchase Order

<b>DO NOT INVOICE TO THIS ADDRESS</b>		Workday™ Supplier Contract No. SC-00006927		
<b>City &amp; County of Denver</b>		Date: 11/17/2022	Revision No.	
Purchasing Division		Payment Terms	Net 30	Resolution (as applicable):
201 West Colfax Avenue, Dept. 304		Freight Terms	FOB DESTINATION	
Denver, CO 80202		Ship Via	Best Way	
United States		Analyst:	Jesse Sitzman	
Phone: 720-913-8100 Fax: 720-913-8101		Phone:	720-913-8151	

Workday SUP-00013187 Phone: 952-567-6253  
Supplier ID:

Email: Lauren.freak@midwestvet.net

Midwest Veterinary Supply, Inc.  
21467 Holyoke Avenue  
Lakeville, MN 55044  
Attn: Ali Davis

Ship To: Denver Animal Shelter  
1241 W Bayaud Ave  
Denver, CO 80223

Bill To: As Specified By Agency

Colorado Secretary of State ID: 20221444147  
U.S. Federal SAM Registry Verification Date: 6/14/2022

**1. Goods/Services:**

2. Midwest Veterinary Supply, a foreign corporation in the State of North Dakota, (“Vendor”) shall provide the goods, and any services related thereto, identified and described on attached **Exhibit A**, to the City and County of Denver, a Colorado municipal corporation (the “City”), all in accordance with the terms and conditions of this Master Purchase Order.

**3. 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.

**4. Pricing:**

The pricing/rates for the goods/services is contained on **Exhibit A** and shall be held firm for the term of this Master Purchase Order unless pricing changes are mutually agreed upon between vendor and the City and County of Denver.

**5. Term/Renewal:**

The term of this Master Purchase Order shall be three (3) years from date of City signature. City and the vendor may mutually agree to renew and continue this Master Purchase Order for additional periods at the same pricing structure, terms and conditions. However, no renewal shall surpass two (2) years from the original contract date.

**6. Non-Exclusive:**

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

**7. Inspection and Acceptance:**

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 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.

**8. Shipping, Taxes and Other Credits and Charges:**

All pricing is F.O.B. destination unless otherwise specified. Shipments must be marked with Vendor’s name, the Master Purchase Order number, and contain a delivery or packing slip. Vendor shall not impose any charges for boxing, crating, parcel post, insurance, handling, freight, express or other similar charges or fees. Vendor shall notify City in writing of any price decreases immediately, and City shall receive the benefit thereof on all unshipped items. Vendor shall comply with any additional delivery terms specified herein. Vendor shall be responsible for the cleanup and reporting of any contamination (environmental or otherwise) or spillage resulting from the delivery and/or unloading of goods within twenty-four (24) hours of the contamination or spillage or sooner if required by law. Vendor shall procure all permits and licenses; pay all charges, taxes and fees; and give all notices necessary and incidental to the fulfillment of this

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

**9. Risk of Loss:**

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

**10. Invoice:**

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

**11. Payment:**

Payment shall be subject to City's Prompt Payment Ordinance D.R.M.C. § 20-107, et-seq., after City accepts the goods/services. Any other provision of this Agreement notwithstanding, in no event shall the City be liable for aggregate payments under this Master Purchase Order in excess of **Four Hundred Thousand Dollars (\$400,000)**. The Vendor acknowledges that any goods/services provided beyond those specifically described in **Exhibit A** are performed at Vendor's risk and without authorization from the City. City's payment obligations hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Master Purchase Order, encumbered by the City after receipt of Vendor's invoice and paid into the Treasury of City. Vendor acknowledges that: (i) City does not by this Master Purchase Order, irrevocably pledge present cash reserves for payments in future fiscal years; and (ii) this Master Purchase Order is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City. City may setoff against any payments due to Vendor any claims and/or credits it may have against Vendor under this Master Purchase Order.

**12. Amendments/Changes:**

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

**13. Warranty:**

Vendor warrants and guarantees to City that all goods furnished under this Purchase Order are free from defects in workmanship and materials, are merchantable, and fit for the purposes for which they are to be used. 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.

**14. Indemnification/Limitation of Liability:**

Vendor shall indemnify and hold harmless City (including but not limited to its employees, elected and appointed officials, agents and representatives) against any and all losses (including without limitation, loss of use and costs of cover), liability, damage, claims, demands, actions and/or proceedings and all costs and expenses connected therewith (including without limitation attorneys' fees) that arise out of or relate to any claim of infringement of patent, trademark, copyright, trade secret or other intellectual property right related to this 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 Purchase Order up to the total Master Purchase Order Amount.

Notwithstanding anything contained in this Purchase Order to the contrary, City in no way limits or waives the rights, immunities and protections provided by C.R.S. § 24-10-101, et seq.

**15. Termination:**

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

**16. Interference:**

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

**17. Venue, Choice of Law and Disputes:**

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

**18. Assignment/No Third Party Beneficiary:**

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

**19. Notice:**

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

**20. Compliance With Laws:**

Vendor shall observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules, regulations and executive orders related to its performance under this Master Purchase Order. City may immediately terminate this Master Purchase Order, in whole or in part, if Vendor or an employee is convicted, plead nolo contendere, or admits culpability to a criminal offense of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature.

**21. Insurance:**

Vendor 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. The 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 the 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.

**22. Severability:**

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

**23. Survival:**

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

**24. No Construction Against Drafting Party:**

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

**25. Status of Vendor/Ownership of Work Product:**

Vendor is an independent contractor retained on a contractual basis to perform services for a limited period of time as described in Section 9.1.1E(x) of the Charter of City. Vendor and its employees are not employees or officers of City under Chapter 18 of the D.R.M.C. for any purpose whatsoever. All goods, deliverables, hardware, 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.

**26. 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.

**27. Remedies/Waiver:**

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

**28. No Discrimination in Employment:**

In connection with the performance of work under the Master Purchase Order, the Contractor 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 Contractor shall insert the foregoing provision in all subcontracts.

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

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

**30. Conflict of Interest:**

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

**31. Advertising and Public Disclosure:**

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

**32. No Employment of a Worker without Authorization to Perform work under the Master Purchase Order**

- a. This Master Purchase Order is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").
- b. The Contractor certifies that:
  - i. At the time of its execution of this Master Purchase Order, it does not knowingly employ or contract with a worker without authorization who will perform work under this Master Purchase Order, nor will it knowingly employ or contract with a worker without authorization to perform work under this Master Purchase Order in the future..
  - ii. It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Master Purchase Order.
  - iii. It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under this Master Purchase Order.
  - iv. It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Master Purchase Order, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
  - v. If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Master Purchase Order knowingly employs or contracts with a worker without authorization, it will notify such

subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

- vi. It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.
- c. The Contractor is liable for any violations as provided in the Certification Ordinance. If the Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Master Purchase Order for a breach of the Master Purchase Order. If this Master Purchase Order is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Contractor from submitting bids or proposals for future contracts with the City.

### 33. 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.

### 34. Federal Provisions:

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

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE** Vendor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60).

**DAVIS-BACON ACT COMPLIANCE** Vendor agrees to comply with the Davis-Bacon Act (40 U.S.C. 3148 to 3148) as supplemented by Department of Labor regulations (29 CFR part 5).

**ANTI-KICKBACK ACT COMPLIANCE** Vendor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

**CONTRACT WORK HOURS AND SAFETY STANDARDS** Vendor agrees to comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5)

**RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT** Vendor agrees to comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**CLEAN AIR AND WATER REQUIREMENTS** Vendor agrees to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et. seq.), and the Clean Water Act (33 U.S.C. 1251 et. seq.). Vendor agrees to report each violation of these requirements to the City and understands and agrees that the City will, in turn, report each violation as required to the appropriate EPA

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

The initial term of this Master Purchase Order is acknowledged and agreed to by:

**Vendor Name:** Midwest Veterinary Supply, Inc.  
\_\_\_\_\_  
(Company Name)

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

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

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

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

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

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

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

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

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

Procurement Manager:



EXTENSION / RENEWALS: (OPTIONAL)

Upon renewal, City procurements shall be made via Purchase Order (PO) under the pricing, terms and conditions of this MPO. Invoicing must contain the individual PO number that corresponds with the order. General inquiries, not specific to an individual order, shall reference the above MPO.

**Extension No. 1** \_\_\_\_\_

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

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

**Vendor Name:** Midwest Veterinary Supply, Inc.  
\_\_\_\_\_  
(Company Name)

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

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

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

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

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

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

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

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

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

Note:

**Extension No. 2** \_\_\_\_\_

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

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

**Vendor Name:** Midwest Veterinary Supply, Inc.  
\_\_\_\_\_

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

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

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

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

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

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

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

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

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

Note:

EXHIBIT "A"

Supplier: Midwest Veterinary Supply, Inc.  
Solicitation/ Award Title: Denver Municipal Animal Shelter Vaccinations,  
Medications, & Supplies  
Solicitation No. /Internal File Reference Location: 0675\_2021

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**It is recommended that you use your Supplier Contract No. SC-0006927, in all future correspondence and/or other communications.**

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

**Various vaccinations, medications, and supplies in support of the Denver Animal Shelter.**

**QUANTITIES:**

It is expressly understood and agreed that supplier is to supply the City with its complete actual requirement of the materials specified for the contract period.

**DELIVERY CONSIDERATIONS:**

Deliveries are to be made as soon as possible after orders are placed and are anticipated within a seven (7) calendar day period.

**SHELF-LIFE LABELING:**

The vendor shall ensure that all applicable products have a clearly marked "Use Before" or expiration date by month/year printed on individual cartons and/or containers, as well as recommended product storage information. The City requires all products to have at least one full year of shelf life on all items shipped to the Denver Municipal Animal Shelter.

**EMERGENCY PURCHASES:**

The City and County of Denver reserves the right to purchase from other sources those items

**LABORATORY TESTING:**

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

**COOPERATIVE PURCHASING:**

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

**VENDOR PERFORMANCE MANAGEMENT:**

Awarded vendors are 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

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

Discounts to be firm and fixed for specified contract period. Individual price updates will be firm until such time as the Manufacturer's price screen is shown via letter direct from Manufacturer.

See **Exhibit B – Midwest Vet Supply – Price Table** for complete list of products, pricing, and discounts.

All discounts quoted shall be firm and fixed for the specified contract period.

Individual item prices will be firm until such time as a Manufacturer's price increase is shown via Manufacturer's letter.

## Midwest Vet Supply - Exhibit B - Price Table

Item No.	Item Description	UOM	Manufacturer	MFG Part #	List Price Per UOM	Proposed % Discount	Discount Price Per UOM	Alternate Mfr Name (if allowed)	Alternate Mfr Part # (if allowed)	Vendor Notes
1	Zoletil Injection, 5ml	EACH	EUROX	107219	\$30.28	0%	\$30.28	VEDCO INC	344-90000.3	
2	Nobvax Canine 1-DAPPV Vaccine, Modified Live Virus, 25 x 1ml	EACH	MERCK	010626	\$184.25	0%	\$184.25	INTERVET, INC. (MERCK)	349.56603.1	
3	Nobvax Feline 1-HCPV Vaccine, Modified Live Virus, 25 x 1ml	EACH	MERCK	008538	\$149.75	0%	\$149.75	INTERVET, INC. (MERCK)	349.56500.1	
4	Nobvax Intra-Trac KC Vaccine, Modified Live Virus, Avirulent Live Culture, 25 x 0.4ml	EACH	MERCK	024820	\$179.75	0%	\$179.75	INTERVET, INC. (MERCK)	349.56400.1	
5	Securocyl Absorbable Suture #4-0 (Q315), 30° Violet Monofilament Poliglecaprone, 1/2 Circle, 26mm Taper Point Needle (SH)	EACH	SECUR	038165	\$71.72	13%	\$62.54	CLIPPER CP MEDICAL	193.50384.2	substituted for Phoenix
6	Biosyn Monofilament Absorbable Suture #2-0, 30° Violet Glycomer Polyester, 1/2 Circle, 26mm Reverse Cutting Needle (GS-10)	EACH	MEDTR	015159	\$203.52	13%	\$177.47	COVIDIEN SALES LLC	366.78818.4	
7	Securocyl Absorbable Suture #3-0 (Q923), 36° Violet Monofilament Poliglecaprone, 3/8 Circle, 19mm Reverse Cutting Needle (FS-2)	EACH	SECUR	038164	\$69.06	13%	\$60.22	CLIPPER CP MEDICAL	193.50403.2	substituted for phoenix
10	Securocyl Absorbable Suture #3-0 (Q942), 36° Violet Monofilament Poliglecaprone, 3/8 Circle, 24mm Reverse Cutting Needle (FS-1)	EACH	SECUR	038157	\$71.13	13%	\$62.03	CLIPPER CP MEDICAL	193.50423.2	substituted for Phoenix
11	OstLx (Meloxicam) 5mg/ml, Solution for Injection, 20ml	EACH	VTI	502080	\$112.19	10%	\$100.97	CLIPPER NORBROOK	515.50005.3	
12	Monometax One Suspension, 215gm	EACH	MERCK	031327	\$255.79	0%	\$255.79	INTERVET, INC. (MERCK)	349.49060.3	
14	Fatal-Plus Solution, 250ml	EACH	VORTE	015199	\$82.99	0%	\$82.99	VORTECH PHARMACEUTICAL, LTD.	749.20000.3	
15	Amigen Rapid Canine Parvovirus Antigen Test Kit	EACH	MVT	046707	\$319.33	0%	\$319.33	ZOETIS (ABAXIS)	016.01110.2	sold as 20ct
17	Biosyn Monofilament Absorbable Suture #0, 30° Violet Glycomer Polyester, 1/2 Circle, 37mm Reverse Cutting Needle (GS-11)	EACH	MEDTR	000217	\$201.12	13%	\$175.38	COVIDIEN SALES LLC	366.78808.4	
18	Nobvax 3-Rabies Vaccine, Killed Virus, 80 x 1ml	EACH	MERCK	017651	\$180.00	0%	\$180.00	INTERVET, INC. (MERCK)	349.56640.1	
19	Panacur Dewormer Granules for Dogs, 1lb	EACH	MERCK	005284	\$380.16	0%	\$380.16	INTERVET, INC. (MERCK)	349.65100.3	
21	Tilozolam Injection, 100mg	EACH	PUTNE	064715	\$63.59	0%	\$63.59	CLIPPER DECHRA	193.77850.3	
22	Gauze Sponge 4-Ply Premium, Non-Sterile, 4" x 4"	EACH	ABCPL	091693	\$3.23	8%	\$2.97	ASIA DYNAMICS INC (PRIV LABEL)	000.30156.2	MVET
23	Fluriso (Isoflurane) Liquid for Inhalation, 250ml	EACH	VTI	502017	\$33.75	0%	\$33.75	CLIPPER DISTRIBUTING CO, LLC	193.33165.3	
24	Dexdomitor 0.5 (Dexmedetomidine Hydrochloride) Sterile Injectable Solution, 10ml	EACH	ZOET	052835	\$199.95	0%	\$199.95	ZOETIS INC - SA	193.13250.3	
25	Sterile Latex Surgical Gloves, Powder-Free, Size 6.5	EACH	ABCPL	064370	\$32.44	7%	\$30.17	NATIONAL DISTRIBUTION & VPL-B-D	001.09022.3	
26	KMR Kitten Milk Replacer Powder, 5lb	EACH	PETAG	026659	\$87.21	19%	\$70.99	PET AG, INC.	105.00160.3	
27	PancrePlus Pancreatic Enzyme Concentrate, Powdered, 12oz	EACH	VTI	505048	\$199.76	0%	\$199.76	CLIPPER NEOGEN	193.60502.3	substituted for Panakare Plus
28	Witness IV/IV Feline Leukemia Antigen and Feline Immunodeficiency Virus Test Kit	EACH	ZOET	042787	\$427.87	0%	\$427.87	ZOETIS INC - SA	555.80219.3	sold as 25ct
29	SodaSthesia Carbon Dioxide Absorbent Granules, 37lb	EACH	VTI	630101	\$90.00	0%	\$90.00	JORGENSEN	350.11152.2	substituted for Soda Lime 42lb
30	Bravecto Chews for Dogs and Puppies 22 to 44 Pounds, Green Label (1 Dose x 10	EACH	MERCK	052666	\$417.30	0%	\$417.30	INTERVET, INC. (MERCK)	349.09240.3	
32	Latex Exam Gloves, Powder-Free, Small	EACH	ABCPL	063952	\$6.54	7%	\$6.08	NATIONAL DISTRIBUTION & VPL-B-D	001.14655.2	
33	Nobvax 3-Rabies Vaccine, Killed Virus, 10ml	EACH	MERCK	037223	\$180.00	0%	\$180.00	INTERVET, INC. (MERCK)	349.56620.1	
34	Clavacilin (Amoxicillin / Clavulanate Potassium) Veterinary Tablets 375mg, 210 Count	EACH	DECHR	094407	\$275.83	20%	\$220.66	CLIPPER DECHRA	193.02356.3	
37	Monometax 30gm	EACH	MERCK	015089	\$240.06	0%	\$240.06	INTERVET, INC. (MERCK)	349.49040.3	Sold as 6ct
38	OstLx (Meloxicam) 5mg/ml, Solution for Injection, 10ml	EACH	VTI	501080	\$60.28	10%	\$54.25	CLIPPER NORBROOK	515.50000.3	Substituted for Loxicom
44	BD Sharps Container with Slide Top, Red, 19 Gallon	EACH	BECTD	038946	\$44.32	12%	\$39.18	VPL-B-D	751.71050.2	
45	SODA LIME 5 GALLON BUCKET	EACH	JORG	489672	\$90.00	0%	\$90.00	JORGENSEN LABORATORIES, INC.	350.11152.2	
46	Encore Sensi-Touch PF Surgical Gloves, Size 6.5	BOX	ANSEL	063326	\$40.66	13%	\$35.46	NATIONAL DISTRIBUTION & VPL-B-D	001.09042.2	
47	Encore Sensi-Touch PF Surgical Gloves, Size 6	BOX	ANSEL	063325	\$40.66	13%	\$35.46	NATIONAL DISTRIBUTION & VPL-B-D	001.09041.2	
49	Scalpel Blades, Stainless Steel, #12	BOX	VTI	602030	\$16.50	23%	\$12.70	JORGENSEN LABORATORIES, INC.	350.11237.2	100ct
50	Meloxidyl (Meloxicam) 1.5mg/ml, Oral Suspension for Dogs, 200ml	EACH	CEVA	052016	\$97.53	0%	\$97.53	CEVA ANIMAL HEALTH, INC.	153.00942.3	
51	VetSpon Flex Absorbable Gelatin Sponge, 2cm x 6cm x 0.7cm	BOX	ELANC	027180	\$81.95	0%	\$81.95	ELANCO ANIMAL HEALTH - SA	295.86001.2	
52	VetSpon Dental Absorbable Gelatin Sponge, 1cm x 1cm x 1cm	BOX	ELANC	027179	\$81.95	0%	\$81.95	ELANCO ANIMAL HEALTH - SA	295.86002.2	
53	Hydromorphone HCl Injection 2mg/mL, 20ml	EACH	BAXT	029717	\$21.12	0%	\$21.12	HUMAN PHARMS	191.47406.3	1ml bottle - 10ct
54	Oral-Pro Pyrantel Pamoate Suspension, 32oz	EACH	AUROR	049284	\$18.40	1%	\$18.20	AURORA PHARMACEUTICAL, INC	053.59000.3	
55	Pro Plan Veterinary Diets HA Hydrolyzed, Canine Formula, Chicken Flavor, 25lb	EACH	PURI	100175	\$79.26	0%	\$79.26	NESTLE PURINA PETCARE	578.00053.5	
56	BD Oral Dispensing Syringe with Tip Cap, Clear, 3cc	BOX	BEOZ	030320	\$20.13	12%	\$17.77	VPL-B-D	751.80040.2	100ct
57	Rimadyl (Carprofen) Injectable for Dogs, 20ml	EACH	ZOET	026357	\$143.10	0%	\$143.10	ZOETIS INC - SA	193.70200.3	
59	IV Extension Set, 30"	EACH	ZOET	038083	\$1.00	8%	\$0.92	ECOMED SOLUTIONS, LLC	000.41030.2	substituted for MVET
60	Shoe Covers, Non-Skid, Disposable, Blue	BOX	VTI	610123	\$14.63	8%	\$13.46	ASIA DYNAMICS INC (PRIV LABEL)	000.02023.2	100ct
61	Osunia Otc Gel, 1ml	EACH	DECHR	060190	\$15.69	10%	\$14.12	CLIPPER DECHRA	405.65000.3	2ct
62	Rompun (Xylazine) Injectable, Sedative and Analgesic for Horses and Cervidae, 50ml	EACH	BAYER	008679	\$23.28	2%	\$22.91	BIMEDA	193.92002.3	substituted for Xylamed
63	Classic Cover Lightweight Polypropylene Isolation Gown, Yellow, Large	EACH	MEDLI	038300	\$12.13	8%	\$11.16	ASIA DYNAMICS INC (PRIV LABEL)	000.00020.3	10ct
64	Zenamine Ketamine HCl Injection, 10ml	EACH	VTI	501072	\$7.07	0%	\$6.62	CLIPPER DECHRA	193.40610.3	
65	Monojet Hypodermic Veterinary Needle, Polypropylene Hub, Regular Bevel, Pink, 20g x 0.75	BOX	CARDL	000812	\$10.06	13%	\$8.76	CARDINAL HEALTH 200, INC.	366.56402.4	100ct
66	Monojet Oral Syringe with Cap, Clear, 1cc	BOX	CARDL	032294	\$15.12	13%	\$13.18	CARDINAL HEALTH 200, INC.	366.60900.4	100ct
67	Avagard Surgical Hand Antiseptic with Moisturizer, 16.9oz	EACH	3M	021418	\$10.77	19%	\$8.77	3M CO.	470.10011.4	
68	Meloxidyl (Meloxicam) 1.5mg/ml, Oral Suspension for Dogs, 10ml	EACH	VTI	501086	\$14.26	0%	\$14.26	CEVA ANIMAL HEALTH, INC.	153.00963.3	
69	Sar-Vet Luer Slip Tip 1cc Tuberculin (TB) Syringe with Removable Needle, Orange, 25g x 5/8"	BOX	TERUM	019269	\$25.19	13%	\$21.99	CLIPPER TERUMO	193.75970.2	100ct
70	Epinephrine Injection 1:1000, Sterile Multi Dose Vial, 50ml	EACH	VTI	510232	\$26.54	0%	\$26.52	CLIPPER DISTRIBUTING CO, LLC	193.17556.3	
71	Nitrile Exam Gloves, Lavender, Medium	BOX	HALY	035004	\$7.38	7%	\$6.86	NATIONAL DISTRIBUTION & VPL-B-D	001.10032.2	
72	Sterile Latex Surgical Gloves, Powder-Free, Size 7	BOX	ABCPL	064369	\$32.44	7%	\$30.17	NATIONAL DISTRIBUTION & VPL-B-D	001.09021.3	
74	UltraGlide Detachable Clipper Blade, Size 40	EACH	ANDIS	018625	\$24.03	11%	\$21.51	ANDIS COMPANY (INC)	046.11130.2	
75	Signature Latex Essential Surgical Gloves, Powder-Free, Size 7	BOX	MEDLI	098593	\$32.44	7%	\$30.17	NATIONAL DISTRIBUTION & VPL-B-D	001.09021.3	substituted for Dermassist
76	BD PrecisionGlide Hypodermic Needle, Regular Bevel, Black, 22g x 0.75	BOX	BECTD	017699	\$19.00	12%	\$16.78	VPL-B-D	751.50030.2	
77	Monojet Syringe, Luer Lock Tip, 60cc	BOX	CARDL	005790	\$24.29	13%	\$21.18	CARDINAL HEALTH 200, INC.	366.68040.4	
78	Monojet IV Catheter, Teflon, 22g x 1.0"	EACH	CARDL	023640	\$1.03	18%	\$0.84	CARDINAL HEALTH 200, INC.	366.49980.4	
79	Monojet Rapid Flush Veterinary Needle and 3cc Syringe Combo, Luer Lock, Blue, 22g x 0.75	BOX	CARDL	002159	\$15.67	13%	\$13.66	CARDINAL HEALTH 200, INC.	366.63201.4	
80	SarFlo IV Catheter, Pink, 20g x 1.0"	EACH	TERUM	001588	\$1.35	18%	\$1.18	CLIPPER TERUMO	193.75331.2	
81	Viceton (Chloramphenicol) Tablets for Oral Use in Dogs 250mg, 500 Count	BOX	BIMED	030070	\$93.79	1%	\$92.66	CLIPPER BIMEDA	193.08602.3	
82	Medium Weight Coated Polypropylene Isolation Gown, Yellow, Large	EACH	MEDLI	038304	\$12.13	8%	\$11.16	ASIA DYNAMICS INC (PRIV LABEL)	000.00020.3	
83	Buprenorphine Hydrochloride Injection 0.3mg/mL, 1ml	BOX	PAR	060969	\$84.88	0%	\$84.88	HUMAN PHARMS	191.26890.3	sold as 5ct
84	Surgical Adhesive, 3ml	EACH	VTI	510099	\$15.87	8%	\$14.60	RIVERPOINT MEDICAL, LLC	000.00369.4	
85	Elancor (Grapiprant) Flavored Tablets for Dogs 100mg, 30 Count	BOX	ELANC	063214	\$79.35	0%	\$79.36	ELANCO ANIMAL HEALTH - SA	405.36038.3	
86	PancrePlus Pancreatic Enzyme Concentrate, Powdered, 8oz	EACH	VTI	504048	\$138.13	0%	\$138.13	CLIPPER NEOGEN	193.60501.3	substituted for Panakare Plus
87	Balto Carpal Splint, Medium	EACH	KVP	090935	\$108.99	19%	\$88.72	KVP INTERNATIONAL INC.	261.51131.2	drop ship
88	Specialist 100 Cotton Cast Padding, 4" x 4yd	EACH	BSN	033428	\$17.81	19%	\$14.50	BSN MEDICAL, INC	125.62040.2	12ct
89	Gabapentin Capsules 300mg, 500 Count	BOX	AMNEA	112120	\$14.40	7%	\$13.41	HUMAN PHARMS	191.45630.3	
91	Generation Pink Pearl Nitrile Exam Gloves, Pink, Small	BOX	MEDLI	063440	\$13.86	19%	\$11.28	NATIONAL DISTRIBUTION & VPL-B-D	001.14729.2	
92	Jelco IV Catheter, Radiopaque, Yellow, 24g x 0.75"	EACH	SURVG	011893	\$0.93	17%	\$0.77	SMITHS MEDICAL ASD	685.30055.2	
93	IV Extension Set with Male Luer Slip and Female Luer Lock, Standard Bore, 30"	EACH	JORG	013321	\$13.85	22%	\$10.62	JORGENSEN LABORATORIES, INC.	350.10638.2	
94	Monojet Hypodermic Veterinary Needle, Polypropylene Hub, Regular Bevel, Blue, 22g x 0.75	BOX	CARDL	001218	\$7.58	13%	\$6.62	CARDINAL HEALTH 200, INC.	366.56401.4	100ct
95	0.9% Sodium Chloride Injection, 1000ml	EACH	ICU	100177	\$5.41	0%	\$5.41	VEDCO INC.	193.84518.3	
96	Gabapentin Capsules 300mg, 500 Count	BOX	SCIEG	092820	\$14.40	7%	\$13.41	HUMAN PHARMS	191.45630.3	
97	Monojet Syringe, Luer Lock Tip, 12cc	EACH	CARDL	013737	\$27.80	13%	\$24.24	CARDINAL HEALTH 200, INC.	366.65100.4	80ct
98	Prescription Diet Canine r/d Weight Reduction, Chicken Flavor, 27.5lb	EACH	HILLS	130111	\$75.45	0%	\$75.45	NESTLE PURINA PETCARE	578.00109.5	32LB
100	Specialist 100 Cotton Cast Padding, 2" x 4yd	EACH	BSN	033426	\$18.15	19%	\$14.77	BSN MEDICAL, INC	125.62000.2	
101	Trazodone Hydrochloride Tablets 100mg, 1000 Count	BOX	ZYDUS	093397	\$19.06	19%	\$15.51	HUMAN PHARMS	191.63725.3	500ct







