


Master Purchase Order

DO NOT INVOICE TO THIS ADDRESS		Master Purchase Order No. 0006A0112	
City & County of Denver		Date: January 22, 2014	Revision No. 01
Purchasing Division		Payment Terms Net 30	
201 West Colfax Avenue, Dept. 304		Freight Terms DESTINATION	
Denver, CO 80202		Ship Via Ground	
United States		Buyer: Jessica Skibo	
Phone: 720-913-8100 Fax: 720-913-8101		Phone: 720-913-8110	

Vendor: 00000000337 Phone: 303-455-7000 Fax: 303-455-4407 Email: tneve@nevesuniforms.com

Neve's Uniforms
5120 Osage St., #200
Denver, CO 80221
Attn: Terry Neve

Ship To: City and County of Denver
Denver Fire Department
5440 Roslyn, Building B
Denver, CO 80216

Bill To: Accounts Payable
201 West Colfax Department 908
Denver, Colorado 80202

1. Goods/Services:

Neve's Uniforms Inc., a Corporation, in the State of Colorado, ("Vendor") shall provide the goods, and any services related thereto, identified and described on attached **Exhibit A**, to the City and County of Denver, a Colorado municipal corporation (the "City"), all in accordance with the terms and conditions of this Master Purchase Order.

2. Ordering:

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

3. Pricing:

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

4. Term:

The term of this Master Purchase Order shall run from April 3, 2014 to and including April 3, 2015.

5. Extension or Renewal:

The City and County of Denver reserves the right to renew and extend the Master Purchase Order, upon mutual agreement between the City and County of Denver and the vendor for additional one (1) year periods but not to exceed two (2) additional years.

6. Non-Exclusive:

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

7. Inspection and Acceptance:

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

8. Shipping, Taxes and Other Credits and Charges:

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

9. Risk of Loss:

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

10. Invoice:

Each invoice shall include: (i) the Master 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 **One-Million Dollars (\$1,000,000.00)**. The Vendor acknowledges that any goods/services provided beyond those specifically described in **Exhibit A** are performed at Contractor's risk and without authorization from the City. City's payment obligations hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Master Purchase Order, encumbered by the City after receipt of Vendor's invoice and paid into the Treasury of City. Vendor acknowledges that: (i) City does not by this Master Purchase Order, irrevocably pledge present cash reserves for payments in future fiscal years; and (ii) this Master Purchase Order is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City. City may setoff against any payments due to Vendor any claims and/or credits it may have against Vendor under this Master Purchase Order.

12. Amendments/Changes:

Only the Manager of General Services or his 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 Master Purchase Order are free from defects in workmanship and materials, are merchantable, and fit for the purposes for which they are to be used. For any goods furnished under this Master Purchase Order which become defective within twelve (12) months (unless otherwise specified) after date of receipt by City, Vendor shall either, at City's election and to City's satisfaction, remedy any and all defects or replace the defective goods at no expense to City within seven (7) days of receipt of the defective goods or accept the defective goods for full credit and payment of any return shipping charges. Vendor shall be fully responsible for any and all warranty work, regardless of third party warranty coverage. Vendor shall furnish additional or replacement parts at the same prices, conditions and specifications delineated herein.

14. Indemnification/Limitation of Liability:

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

15. Termination:

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

16. Interference:

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

17. Venue, Choice of Law and Disputes:

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

18. Assignment/No Third Party Beneficiary:

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

19. Notice:

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

20. Compliance With Laws:

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

21. Insurance:

Vendor shall secure, before delivery of any goods/services, the following insurance covering all operations, goods and services provided to City. Vendor shall keep the required insurance coverage in force at all times during the term of the Purchase Order, or any extension thereof, during any warranty period, and for three (3) years after termination of this Purchase Order. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision stating "Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the issuing company shall send written notice to the Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202. Such written 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." Additionally, Vendor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by certified mail, return receipt requested. If any policy is in excess of a deductible or self-insured retention, City must be notified by Vendor. Vendor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of Vendor. Vendor shall provide a copy of this Purchase Order to its insurance agent or broker. Vendor may not commence services or work relating to the Purchase Order prior to placement of coverage. Contractor certifies that the attached certificate of insurance attached to the Purchase Order documents, preferably an ACORD certificate, complies with all insurance requirements of this Purchase Order. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Purchase Order shall not act as a waiver of Vendor's breach of this Purchase Order or any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements. Vendor's insurer shall name as Additional Insured to its Commercial General Liability and Business Auto Liability policies the City and County of Denver, its elected and appointed officials, employees and volunteers. Vendor's insurer shall waive subrogation rights against the City. All sub-contractors and sub-consultants (including independent contractors, suppliers or other entities providing goods/services required by this Purchase Order) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Vendor. Vendor shall include all such entities as insureds under its policies or shall ensure that they all maintain the required coverages. Vendor shall provide proof of insurance for all such entities upon request by City. For Worker's Compensation Insurance, Vendor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 for each bodily injury occurrence claim, \$100,000 for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Vendor expressly represents to City, as a material representation upon which City is relying, that none of the Vendor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Purchase Order, and that any such rejections previously effected, have been revoked. Vendor shall maintain Commercial General Liability coverage with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate. Vendor shall maintain Business Auto Liability coverage with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-hired vehicles used in performing services under this Purchase Order. For Commercial General Liability coverage, the policy must provide the following: (i) That this Purchase Order is an Insured Contract under the policy; (ii) Defense costs in excess of policy limits (iii) A severability of interests, separation of insureds or cross liability provision; and (iv) A provision that coverage is non-contributory with other coverage or self-insurance provided by City. For claims-made coverage, the retroactive date must be on or before the first date when any goods or services were provided to City. Vendor must advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

22. Severability:

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

23. Survival:

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

24. No Construction Against Drafting Party:

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

25. Status of Vendor/Ownership of Work Product:

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

26. Records and Audits:

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

27. Remedies/Waiver:

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

28. No Discrimination in Employment:

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

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

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

30. Conflict of Interest:

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

This Master Purchase Order is acknowledged and agreed to by:

Vendor Name: NEVE'S UNIFORMS INC.
(Company Name)

City & County of Denver, Purchasing Division

By: Terry R. Neve
(Authorized Signature)

By: Jessica Skibo

Print Name: TERRY R. NEVE

Print Name: Jessica Skibo

Title: PRESIDENT

Title: Senior Buyer

Date: 1-22-2014

Date: 1/22/2014

*Rev. 01 to increase No. 11 Payment to \$1,000,000.00.

EXHIBIT "A"

Vendor: Neve's Uniforms
Title: Uniforms for the Denver Fire Department
Master Purchase Order No.: UNIFORMS_DFD__0006A

The Master Purchase Order No. – 0006A0112, will be referenced by the City in all future correspondence, purchase orders, and billing. It is recommended all invoicing or other communications include the MPO No.

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

All items listed herein with the exception of Class A Uniforms Group, will be drop shipped into a Quartermaster Warehouse managed by the Denver Fire Department.

Neve's Uniforms (Vendor) is expected to successfully support the quartermaster program for 950 plus members comprising the DFD by carrying sufficient inventory on their shelves for direct shipment, so that the DFD does not have a substantial stock in the Quartermaster Warehouse.

INVENTORY:

Vendor shall be required to carry a minimum of 4 months inventory of standard sizes of all items listed herein. Upon execution of this contract, and on quarterly basis's, Vendor shall meet with the DFD and determine what vendor inventory levels are needed in relation to the Department's inventory. The vendor will be required on an ongoing basis to communicate with the DFD and adjust these inventories based on the Departments usage.

STOCK ITEMS:

All items in this proposal are deemed by the City as being "Stock Items".

The City defines Stock Items as those garments which the manufacturer keeps common sizes, defined as S – 2XL, on the shelf for immediate shipment and delivery as well as available for mass consumption as demonstrated via existing vendor website and/or catalog. The City requires all items proposed be Stock Items for the manufacturer line(s) proposed to ensure timely delivery per Delivery Considerations listed herein to the Denver Fire Department.

Furthermore, vendor shall have on hand common sizes. This will ensure delivery of all items that the DFD Quartermaster and/or Finance may order as needed. Failure by the vendor(s) to have stock of common sizes may result in the Service Credits clause herein being assessed.

If the vendor runs low on the imprinted/embroidered garments that comprise the "Stock Items" restocking and delivery shall take no more than 14 calendar days.

F.O.B. POINT:

All prices quoted must be quoted at a firm price F.O.B. Denver, Colorado, drop-ship delivered to 5440 Roslyn, Building B, Denver, CO 80216.

ORDERING:

This Master Purchase Order is established for the Denver Fire Department to order items as needed. All pricing listed herein may order in a quantity of one (1) in the unit of measure indicated, and if no unit of measure is indicated, may be ordering in eches and shall NOT be bound to a case or minimum order quantity through the life of the contract.

DELIVERY CONSIDERATIONS:

Deliveries are to be made as soon as possible after orders are placed and are anticipated within a 7 to 14 calendar day period. All orders shall be delivered within 30 calendar days, all orders delivered after the 31st day will be subject to payment penalty clause listed herein. This requirement will take affect 60 calendar days after award of the contract. The vendor will be required to carry adequate inventories to cover normal usage by the DFD.

All deliveries shall be made between the hours of 8AM and 2PM, Monday through Friday, excluding holidays.

The City requires order placement within 24 hours or less after receipt of the order. Vendor shall be required to acknowledge each order placed via email confirming items, model number, quantity, size, embellishments (if applicable), and estimated shipping date. Upon shipment, an email is to be sent to the DFD Quartermaster designee with tracking information, and all orders must be received with a detailed packing slip.

It is the vendor’s responsibility to notify the Quartermaster of any deviation to the City’s delivery requirements. If the above delivery requirement cannot be met, DFD Quartermaster/ Finance Personnel and/or Purchasing shall be immediately notified so other options may be discussed and potentially avoid the liquidated damages being assessed.

WARRANTY GUARANTEE:

Vendor shall be fully responsible for any and all warranty work, regardless of whether or not manufacturers of garments and items, provide the actual warranty coverage. Vendor shall respond to requests for warranty assistance within twenty-four (24) hours.

Workmanship and products shall be in accordance with standard practices of the trade. Special attention is directed to the fact that seams tearing at the seam line, gathering of fabric or puckering of garments after wear or use is not acceptable. Garments must be fully warranted against defects for a minimum of 6 months. Other specific product warranties as outlined in item specifications must be adhered to.

CUSTOMER SERVICE:

It is a material requirement of the vendor to provide seamless vendor support to the DFD, specifically the Quartermaster. To achieve the seamless service and support, the vendor shall provide a dedicated account management team that consists of at minimum two specific customer service representatives. These representatives shall function in the capacity of a manager or executive to oversee the account and handle any and all disputes and problems. Secondly, a dedicated Customer Service representative that takes all orders, inquiry’s, questions, tracks the account, orders, backorders, payments, etc.

These persons shall be available to meet, locally OR via conference call, prior to contract commencement and on a quarterly basis, or as requested. All costs associated with providing the necessary customer service and support shall be the responsibility of the vendor(s).

These individual(s) must respond to the Department’s inquiries within eight (8) working hours.

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

Account Manager: Jack Shinnick

Email Address: jshinnick@nevesuniforms.com Phone: 303-455-7000

Customer Service Representative: Kim Shinnick

Email Address: kshinnick@nevesuniforms.com Phone: 303-455-7000

REPORTING:

The vendor shall be required to provide the following reports to the Denver Fire Department Quartermaster:

- Proof of each Order Placed with Manufacturer
- Shipment Confirmation and Tracking Information
- Proof of each Backorder from Manufacturer if applicable
- Proof of each Delivery for all items Prior to Payment by City

Additionally, Management reports will be required, the vendor must provide statistical information which details items, quantities, and total dollars expended on quarterly basis; as well as an annual report which details cumulative totals. The management report shall contain, but not be limited to, the following fields:

- Style Number
- Description
- Quantity of each item shipped for a given period
- Size of each item shipped for a given period
- Date ordered
- Date Shipped

FABRIC:

All fabric shall meet standard shrinkage allowance of approximately 2%, be colorfast, and be free from defect. The fabric used is to include a fashion clean finish, soil release that combines with color bright retention, have moisture absorbency and provide maximum comfort. Vendor may be required to provide a written agreement between the clothing manufacturer and the fabric's Mill committing to timely deliveries and consistent availability of fabric.

LABELING:

All garments must have a care label permanently affixed giving the care instructions and must show the lot number, size, fiber content and WPL number of the garment. The labels for permanent press or fine washables shall reflect specific washing and care instructions.

IMPRINT/EMBROIDERY COSTS:

Items that require an imprint, embroidery and/or a patch tacked on are to have included in their unit costs the following:

- Set-up charges
- Art work creation charges (if needed)
- Screen prints, tape, and discs which are to become the property of the City and returned to the DFD upon completion of this contract.
- Run-charges
- Ink charges
- Any miscellaneous charges that may result from this requirement.

Failure to incorporate these costs and return the above listed items may result in termination of the contract and/or the vendor not receiving future contracts from the City and County of Denver.

Vendors are to include in the unit cost of each item the cost to attach Fire Department provided DFD Logo Patches and Badge as required under specific bid items.

GROUP 1: CLASS B UNIFORMS:

The Class B group is comprised of Shirts and Pants in the colors of Dark Navy, Black or White either in 65% Polyester/ 35% Cotton or 65% Polyester / 35% Rayon. All items must be machine washable. All shirts listed in this group require

one patch tacked on. The DFD will provide the patch to the vendor. The pants may be delivered as hemmed or un-hemmed, as determined through evaluation and award.

This group will require the vendor to provide a Fit Set at no charge to the DFD Quartermaster for the purposes of sizing each member. Each garment will require one size spectrum from S-2XL, respectively. For the purposes of the Fit Set, shirts will come in long sleeve and pants will come un-hemmed.

GROUP 2: T-SHIRTS:

The DFD T-Shirt is to be 100% pre-shrunk cotton, minimum of 6.1 ounces, in dark navy blue, dark forest green and white. The T-shirt style is to seamless rib knit collar, double-needle stitched sleeve and bottom hem, taped neck and shoulder and to come in both long sleeve and short sleeve.

All shirts shall be Screen Printed. The screen-printing shall include The DFD Approved Badge printed on the front left chest. On the back: the word "**DENVER**" curved on top and "**FIRE**" below it printed straight in approximately 2" block letters and to be centered on the upper back area. Print to be in white ink.

The T-Shirt group includes three separate styles, one for firefighter, one for all command staff and one for Chief's. The command staff shirts are same as above for the standard firefighter shirts, except they include Rank below the badge and are to be double stamped using a white base and appropriate color, as outlined below, for the following ranks:

Lieutenant	Red - National Red
Captain	Blue - Pantone #287
Chief	Gold - Super Light Gold



The Chief shirts are to be white and have Gold silk screen printing only.

The DFD Approved Badge for screen printing:

GROUP 6: ACCOUTREMENTS:

The name, rank and insignia pins are to come in single and double name tags, silver and gold finish, lieutenant bar, captain bar, crossed bugles, repair shop, and line shop.

GROUP 7: DRESS CAPS:

The dress caps are to be Crown design for all ranks, with 6 metal eyelets, one eyelet in front to accommodate a single post hat badge. Sized to fit, as outlined below:

- Navy Blue Wool Blend with Black or Silver Expansion Trim for all Firefighters
- White Vinyl for Assistant Chief's, with expansion gold trim
- White Vinyl for Fire Chief and Division Chief's with expansion gold trim and embroidered scrambled eggs on brim

GROUP 8: CLASS A UNIFORMS:

The Class A group is comprised Dress Coats, Shirts and Pants in the colors of Dark Navy, Black or White either in 65% Polyester/ 35% Cotton; 65% Polyester / 35% Rayon or 55% Polyester/ 45% Wool.

The vendor is to have a local storefront in the Denver Metro area for the life of the contract, to which City will send members of the DFD to be sized, to receive the authorized items, and for necessary altering and tailoring.

Due to the type of garment a Class A Uniform is, and the nature of the accoutrements, the City requires the vendor to have full-time tailoring facilities on-site to handle minor alterations as requested by members. If the member requests a significant alteration vendor must receive prior authorization from DFD Finance before proceeding with it. The DFD reserves the right to state that a member may have to pay for an authorization that is outside of the scope of the uniform requirement.

The vendor shall be responsible for measuring each authorized employee to obtain the proper fit of all garments procured. This service is to be offered at no additional cost to the employee and/or the City.

The City expects the vendor to be proactive in assuring that each authorized individual will receive the garments that best fit him/her.

These garments also require patch tack on for all shirts, and Stripes and Maltese Cross Full Embroidered onto Dress Coats.

GROUP 9: MANUFACTURING LINE DISCOUNTS:

The Denver Fire Department desires access to manufacturer lines/ items other than listed herein, as generally provided by the vendor. The expectation is vendors can offer discounts from their list price as advertised in the catalog and/or website. The DFD has several small divisions and special occasions requiring one-time purchases. These are generally duty apparel and business professional attire type garments, in which they expect a discount similar to that which is offered for the items in which the vendors have bid on.

SERVICE CREDITS:

If the vendor fails to deliver the supplies or perform the services within the time specified in his/her contract, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the vendor shall pay to the City as fixed, agreed and liquidated damages for each calendar day of delay, the amount of \$2.00/day per individual employee/item that the order is late, deducted from the invoice. The City may terminate this contract in whole or in part as provided in the "Default" provision. In that event, the vendor shall be liable for such liquidated damages accruing until such time as the City may reasonably obtain delivery or performance of similar supplies and services. The vendor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the vendor.

EMERGENCY PURCHASES:

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

COOPERATIVE PURCHASING:

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

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

PALLET CHARGE:

All pallets supplied shall be non-returnable, no deposit.

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 product found to meet specifications, the City shall pay all costs.

SWEAT FREE PROCUREMENT:

By submission of a bid in response to this solicitation, Vendor hereby certifies that, if awarded a contract or issued a purchase order hereunder, by City or any Participating Public Agency(PPA), Vendor and Vendor's subcontractors and suppliers shall in the performance of said contract or purchase order, refrain from practices that constitute the use of Sweatshop Labor.

"Sweatshop Labor" means serious and repeated violations of laws of the jurisdiction within which the work is performed pertaining to: wages; employee benefits; health and safety; labor; environmental conditions; discrimination, harassment or retaliation; and freedom of association. In addition, it includes work performed by any person that constitutes foreign convict or forced labor, or abusive forms of child labor or slave labor.

"Abusive Forms of Child Labor" means work performed by a person under the age of 18 when the person does not voluntarily seek the work or the person is threatened with physical, mental or emotional harm for nonperformance. It includes work performed by a person in violation of any applicable law of the country of manufacture or assembly governing the minimum age of employment, compulsory education, or occupational health and safety.

"Foreign convict or forced labor" shall have the meaning set forth in Section 1307 of Title 19 of the United States Code.

"Slave labor" means any form of slavery or practices similar to slavery, such as the sale and trafficking of persons, debt bondage, serfdom, forced or compulsory labor.

Vendor understands and agrees that, if awarded a contract or issued a purchase order, and City discovers that any products, goods, supplies or other services provided by Vendor, pursuant to such contract or purchase order, are produced in violation of the obligations imposed by this section, Vendor shall immediately provide an alternative, compliant source of supply.

Vendor further understands and agrees that failure to comply with the foregoing provisions shall constitute a material breach of the contract, and provide grounds for immediate cancellation of the purchase order or termination of the contract, in whole or in part, and may result in a finding that Vendor is deemed "not responsible" when being considered for future awards. PPA may also deem Vendor's failure to comply as a material breach and cancel the purchase orders they have issued to Vendor.

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ITEMS and PRICING:

Item No	Description	Unit Price	MFG	Model No.	Sizing Range
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GROUP 1: Class B Uniforms:

1	Navy Short Sleeve Shirt:	29.95	Fechheimer	85R5886	S-3XL
2	Lightweight Navy Short Sleeve Shirt	23.75	Fechheimer	85R5456 176R5456	M:14.5-22.5 W: 30-52
3	White Short Sleeve Shirt	30.95	Fechheimer	95R6600 152R6600	M: S-3XL W:30-52
4	Navy Long Sleeve Shirt	31.95	Fechheimer	35R5886	S-4XL & S,R,L length
5	White Long Sleeve Shirt	35.25	Fechheimer	45W6600 102WW6600	M:14.5-21.5 W: 30-52
6	4 Pocket Navy Pant - UNHEMMED	28.85	Fechheimer	47400 47400WT	M:28-56 W:2-24
6	4 Pocket Navy Pant - HEMMED	29.85	Fechheimer	47400 47400WT	M:28-56 W:2-24
7	6 Pocket Cargo Pant - UNHEMMED	37.75	Fechheimer	47300 47300WT	M:28-56 W:2-24
7	6 Pocket Cargo Pant - HEMMED	38.75	Fechheimer	47300 47300WT	M:28-56 W:2-24
8	4 Pocket Navy Command Pant - UNHEMMED	57.75	Fechheimer	32278	28-56
8	4 Pocket Navy Command Pant - HEMMED	58.75	Fechheimer	32278	28-56

GROUP 2: T-SHIRTS

9	Navy or Dark Green Firefighter Short Sleeve T Shirt	6.45	HANES	5180	S-3XL
10	Navy or Dark Green Firefighter Long Sleeve T Shirt	9.90	HANES	5186	S-3XL
11	Navy Officer/Chief Short Sleeve T Shirt	7.60	HANES	5180	S-3XL
12	Navy Officer/Chief Long Sleeve T Shirt	10.90	HANES	5186	S-3XL
13	White Chief Short Sleeve T Shirt	5.20	HANES	5180	S-3XL
14	White Chief Long Sleeve T Shirt	8.20	HANES	5186	S-3XL

GROUP 6: Accoutrements: Name, Rank and Insignia Pins:

20	Single Line Name Tag: SILVER and GOLD	7.95	Hookfast	QS2	
21	Double Line Name Tag: SILVER and GOLD	8.95	Hookfast	QS6	
22	Double Line EMT Name Tag: SILVER and GOLD	11.95	Hookfast	QS-6 with 5276	
23	Lieutenant Bar ¾" Collar Insignia	4.90	Blackinton	J61	

Item No	Description	Unit Price	MFG	Model No.	Sizing Range
24	Captain Bar ¾" Collar Insignia	4.90	Blackinton	J63	
25	3 Crossed Bugles Collar Insignia	12.40	Blackinton	A2907	
26	4 Crossed Bugles Collar Insignia	12.40	Blackinton	A2906	
27	Repair Shop Collar Insignia	7.80	Blackinton	A7294K	
28	Line Shop Collar Insignia	7.80	Blackinton	A4218	

GROUP 7: Dress Caps

29	Firefighter's Navy Blue Cap	40.50	Midway	DFD-FF	
30	Assistant Chief's White Cap	40.50	Midway	DFD-AC	
31	Fire Chief and Division Chief's White Cap	68.95	Midway	DFD-CHF	
32	Replacement Rank Band to fit above caps	6.95	Premier	PI-30A-S or Gold PI-300A-G	

GROUP 8: Class A Uniform

33	Class A Navy Long Sleeve Shirt	45.50	Fechheimer	47W6686 104W6686	M:14.5-21.5 W: 30-52
34	Class A White Long Sleeve Shirt	38.95	Fechheimer	45W6600 102W6600	M:14.5-21.5 W: 30-52
35	Class A Pant	65.95	Fechheimer	34291 35291	M: 28-56 W:2-24
36	Class A Non-Officer Dress Coat	234.95	Fechheimer	34892	Short 36-46 Reg 34-60 Long 36-58
37	Class A Officer Dress Coat	325.95	Fechheimer	17B8696C	All lengths: 36-56
37a	Accoutrements for Dress Coat: Maltese Cross	3.50	Maltese Cross Full Embroidered onto Dress Coats		
37b	Accoutrements for Dress Coat: Stripes	9.95	1st Stripe Full Embroidered onto Dress Coats		
37c	Accoutrements for Dress Coat: Additional Stripes	4.00	Each Additional Stripe Full Embroidered onto Dress Coats		
38	Class A Officer Dress Pant	99.95	Fechheimer	28P8696 4800S	M: 28-50 W: 4-28

GROUP 9: Manufacturing Line Discounts**Catalog or Website**

39	Manufacturing Line 1	20%	Fechheimer www.fechheimer.com		
40	Manufacturing Line 2	20%	Elbeco www.elbeco.com		
41	Manufacturing Line 3	20%	Blauer www.blauer.com		