

Master Purchase Order

DO NOT INVOICE TO THIS ADDRESS		Supplier Contract No. SC-00005293	
City & County of Denver		Date: 11/18/2020	Revision No.
Purchasing Division		Payment Terms	Net 30 Resolution (as applicable):
201 West Colfax Avenue, Dept. 304		Freight Terms	DESTINATION
Denver, CO 80202		Ship Via	Ground
United States		Buyer:	Joseph Furman
Phone: 720-913-8100 Fax: 720-913-8101		Phone:	720-913-8110



Workday 00009881 Phone: 801-906-3575 Email: lsmith@skaggscompanies.com
 Supplier ID:

Skaggs Companies
 38238 South Main Street
 Salt Lake City, UT 84115
 Attn: Lacey Smith

Ship To: City and County of Denver
 Denver Police Department – Uniform Supply
 1331 Cherokee Street, Room B112
 Denver, CO 80204

Colorado Secretary of State ID: 20141063287
 U.S. Federal SAM Registry Verification Date: 9/25/2020

Bill To: As Specified By Agency

1. Goods/Services:

Skaggs, 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. Extension or Renewal:

The effective period of this Master Purchase Order shall be from date of City signature to and including 11/30/2023. It is also a specific provision of this Master Purchase Order that the City and the vendor may mutually agree to renew and continue this Purchase Order for additional periods of one year at the same prices, terms and conditions. However, no more than two (2) yearly extensions shall be made to the original Master Purchase Order.

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 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 Agreement notwithstanding, in no event shall the City be liable for aggregate payments under this Master Purchase Order in excess of Five Hundred Thousand Dollars (\$500,000). 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.

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. The 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 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 Purchase Order which become defective within twelve (12) months (unless otherwise specified) after date of receipt by City, Vendor shall either, at City's election and to City's satisfaction, remedy any and all defects or replace the defective goods at no expense to City within seven (7) days of receipt of the defective goods or accept the defective goods for full credit and payment of any return shipping charges. Vendor shall be fully responsible for any and all warranty work, regardless of third party warranty coverage. Vendor shall furnish additional or replacement parts at the same prices, conditions and specifications delineated herein.

13. Indemnification/Limitation of Liability:

Vendor shall indemnify and hold harmless City (including but not limited to its employees, elected and appointed officials, agents and representatives) against any and all losses (including without limitation, loss of use and costs of cover), liability, damage, claims, demands, actions and/or proceedings and all costs and expenses connected therewith (including without limitation attorneys' fees) that arise out of or relate to any claim of infringement of patent, trademark, copyright, trade secret or other intellectual property right related to this 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. Liability for claims for injuries to persons or property arising from the acts, omissions, or negligence of the City, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, Colorado Revised Statutes § 24-10-101, et seq; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b); and the City's limitation on liability for torts, Denver Revised Municipal Code § 1.1.7.

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, 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.

20. Insurance:

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

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. Bonds shall survive as long as any warranty 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, 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.

25. 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.

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:

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, gender identity or gender expression, marital status, or physical or mental disability; and Vendor shall insert the foregoing provision in any subcontracts hereunder.

In connection with the performance of work under this Master Purchase Order, the Vendor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental 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:

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.

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

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

b. The Vendor certifies that:

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

c. The Vendor also agrees and represents that:

- (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.
- (4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Vendor to comply with any and all federal requirements related to use of the E-Verify Program including,

by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Vendor will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

(6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S, or the City Auditor, under authority of D.R.M.C. 20-90.3.

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

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

This Master Purchase Order is acknowledged and agreed to by:

Vendor Name: Skaggs Companies, Inc.

(Company Name)

By:



Digitally signed by Lacey Smith
Date: 2020.12.02 11:45:22 -07'00'

(Authorized Signature)

Print Name:

Lacey Smith

Title:

General Manager

Date:

12/2/20

City & County of Denver, Purchasing Division

By:

Furman, Joseph - GS
Senior Procurement
Analyst

Digitally signed by Furman,
Joseph - GS Senior Procurement
Analyst
Date: 2020.12.02 13:05:53 -07'00'

Print Name:

Joseph Furman

Title:

Senior Procurement Analyst

Date:

12/2/2020

Supervisor Initial:

Romero, Michael P.
- GS Buyer Supv

Digitally signed by Romero,
Michael P. - GS Buyer Supv
Date: 2020.11.18 14:28:35
-07'00'

EXHIBIT "A"

Vendor: Curtis Blue Line
Title: Denver Police Department Uniforms
Solicitation No.: 0166A
Supplier Contract No.: SC-00005293

It is recommended that you use your Supplier Contract No. SC-00005293, in all future correspondence and/or other communications.

SCOPE OF WORK AND TECHNICAL REQUIREMENTS:

The following items comprise the Denver Police Department's (DPD) Uniform requirements.

The (DPD) requires that all products ordered be of first quality. Seconds are not acceptable and will be returned to the vendor at the vendor's expense. Such incidents will be taken under consideration in evaluating future bids.

STOCK ITEMS:

All items listed herein are deemed by the City as being "Stock Items." The City views stock items as those which the Manufacturer offers in their standard annual catalog or web-site.

The City defines Stock Items as those items/garments which the manufacturer keeps common sizes/styles, defined as S – 2XL, on the shelf for immediate shipment. The City requires all items proposed to be Stock Items for the manufacturer line proposed to ensure timely delivery to the distributor and/or Denver Police Department.

ORDERING:

The City's Master Purchase Order is established for the Denver Police Department to order items as needed. All vendor(s) proposing pricing shall realize the department may order in a quantity of One (1) in the unit of measure indicated, and if no unit of measure is indicated, will be ordering in eaches and shall NOT be bound to a case or minimum order quantity. Failure to comply with this requirement may result in the City considering cancellation of said contract.

The City desires to do bulk orders whenever possible, but vendors are to be aware that small orders may result due to unforeseen circumstances.

ESTIMATED QUANTITIES:

The estimated quantities provided are only for One (1) year. Quantities listed are the City and County of Denver's best estimate and do not obligate the Buyer to order or accept more than City and County of Denver's actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirement of the materials specified in this proposal for the contract period.

F.O.B. POINT:

Prices quoted shall be F.O.B. Destination and delivered, as required, to the Denver Police Department, 1331 Cherokee Street, Denver, CO 80204.

DELIVERY CONSIDERATIONS:

Deliveries are to be made as soon as possible after orders are placed and are required within a 30 calendar-day period.

All deliveries shall be made between the hours of 8AM and 4PM, 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 DPD Quartermaster designee with tracking information, and all orders must be received with a detailed packing slip.

It is the responsibility of the vendor to notify the City of any deviations for a specific order to this requirement as soon as they are aware of the situation. If the above delivery requirement cannot be met, DPD Quartermaster/ Finance Personnel and/or Purchasing shall be immediately notified so other options may be discussed and potentially avoid the service credits being assessed.

DEFECTIVE MATERIAL:

The vendor shall agree to accept, for full credit and return shipping charges, the return of any item received which is found to be deficient in quality or defective in packaging so as to render the item unusable for its intended purpose. Merchandise so designated shall be replaced at the full expense of the vendor within seven (7) calendar days.

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

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 service credits for each calendar day of delay, the amount of \$2.00/day per item that the order is late, not to exceed 20% of order total, 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 service credits accruing until such time as the City may reasonably obtain delivery or performance of similar supplies and services. The vendor shall not be charged with service credits when the delay arises out of causes beyond the control and without the fault or negligence of the vendor.

CUSTOMER SERVICE:

It is a material requirement of the vendor to provide seamless vendor support to the DPD, specifically the Quartermaster. To achieve the seamless service and support, the successful vendor(s) 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.

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: Lacey Smith

Email Address: lsmith@skaggscompanies.com Phone: 801-906-3575

REPORTING:

The vendor shall be required to provide the following reports to the Denver Police 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

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 contract 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.

SWEAT SHOP FREE PROCUREMENT:

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.

MAPO

The geography of MAPO lies along the front range of the Rocky Mountains from the Fort Collins/Greeley area in the north, to Colorado Springs in the south. This membership of public Purchasing Divisions represents approximately seventy percent (70%) of the public purchasing officials in the State of Colorado. We hereby request that any member of MAPO be permitted to avail itself of this contract and purchase any and all items specified herein from the successful vendor(s) at the contract price(s) established herein. Each MAPO member that uses our contract(s) would issue its own orders, be invoiced directly, and render its own payments, as well as issue its own exemption certificates as required by the vendor. Finally, it is understood and agreed that the City and County of Denver is not legally bound to either party on any order issued by the MAPO member, and accepted by the vendor as a result of this contract. Governmental agencies other than the specific agencies listed may be extended the opportunity to purchase off this bid with the agreement of the successful vendor(s) and the MAPO host agency. Requests for participation of other agencies will be coordinated by the MAPO agency hosting the bid.

ITEM SPECIFICATIONS

GROUP 4: OUTER WEAR

ITEM NO. 18b: Duty Jacket Soft Shell Liner – Elbeco Jacket Model # SH3500

Liner Features:

- Waterproof, windproof, breathable fabric
- Sealed seams
- Zips into shell above
- Collar fleece
- Side access zippers and snap to allow access to duty belt/ weapon

ITEM NOS. 19a & 19b: Reversible Duty Coat System – Blauer Item #s 9970V and 4670

The below coat is to be ANSI Class III, providing visibility when necessary and be reversible to black shell. It is to be waterproof and windproof as it will be worn by motorcycle and highway officers at minimum. Coat design shall be such to provide ability to embroider or sew on badges, rank insignia, name and badge number without interference from seams, patches, tags or zippers. This shell may or may not be part of the above proposed system, as outlined in Item No. 24.

Embellishments: DPD Badge provided Patch sewn onto Shell on both the Black AND ANSI Lime Yellow side on front left chest and POLICE in silver Scotchlite 3” x 11.5” lettering on back

50 Each

- Waterproof, windproof, breathable protection
- ANSI Class III lime yellow visibility to include Scotchlite Package, with reversible black interior
- Zippered cargo/hand warmer pockets
- Side openings use waterproof zippers for unrestricted access to equipment
- Concealable hood that zips into collar, with one side being of same ANSI III
- Elasticized cuffs

GROUP 7: UTILITY CLOTHING

Colors: Navy, Gray, Red, Black, White, Tan

Material: To come in blends as indicated no pocket, no less than 5.6 oz. weight.

Police Department Embellishments with Badge: The shirt is to have the police badge embroidered on the left breast pocket area. The colors of the embroidered badge are to be either silver/black/gold, or gold/black, depending upon of the rank of the requester; the colors will be specified at the time of the order. The embellishment shall be also the following:

- Unit and Rank (technician, corporal) 3/8" letters, embroidered below badge
- Name (first and last) 3/8" letters, silver in color, embroidered on right chest
- Badge Number 3/8" numbers, silver in color, embroidered below name

Civilian Embellishments with Denver Logo: The shirt is to have the Denver D logo to be embroidered, on the left chest plate of the garment. Actual size guidelines and pantone colors will appear as shown below, to be no larger than 2 3/4" tall x 2 3/8" wide.

- Unit (XXXXXX) 3/8" letters, embroidered below Denver D
- Name (first and last) 3/8" letters, silver in color, embroidered on right chest

The Police Department will provide camera ready artwork to the vendor awarded this item. At the end of the contract the artwork is to be sent back to Police Uniform Supply.

ITEM NO. 36: Men's Polo Shirt Cotton/Poly 60/40 Blend – 5.11 Utility Polo # 41180

ITEM NO. 37: Polo Shirt, Short Sleeve, 100% Polyester Option 1:

DPD embellishment only, but is to be provided in a 100% polyester, with front left breast pocket, no less than 6 oz. weight.

This Shirt is also to have an optional add on price for 'POLICE' heat transfer applied on the back in White 3" x 11.5" lettering

37a Men's: Vertex Model # VTX4000P

37b Women's: Vertex Model # VTX4010P

ITEM NO. 38: Polo Shirt, Short Sleeve, 100% Polyester Option 2:

DPD embellishment only, but is to be provided in a 100% polyester, with front left breast pocket, no less than 6 oz. weight.

This Shirt is also to have an optional add on price for 'POLICE' heat transfer applied on the back in White 3" x 11.5" lettering

38a Men's: Vertex Model # VTX4020P

38b Women's: Vertex Model # VTX4030P

ITEM NO. 39: Polo Shirt, Long Sleeve, 100% Polyester Option 1:

DPD embellishment only, but is to be provided in a 100% polyester, with front left breast pocket, no less than 6 oz. weight.

This Shirt is also to have an optional add on price for 'POLICE' heat transfer applied on the back in White 3" x 11.5" lettering.

39a Men's: Propper Model # F5314

39b Women's: Propper Model # F5357

ITEM NO. 40: Polo Shirt, Long Sleeve, 100% Polyester Option 2:

DPD embellishment only, but is to be provided in a 100% polyester, with front left breast pocket, no less than 6 oz. weight.

This Shirt is also to have an optional add on price for 'POLICE' heat transfer applied on the back in White 3" x 11.5" lettering.

40a Men's: Propper Model # F5341

40b Women's: Propper Model # F53527

ITEM NO. 41: Heat Transfer 'POLICE' Option:

Optional Heat Transfer add-on to spell "POLICE"

GROUP 9: SAFETY EQUIPMENT

ITEM NO. 49: Bicycle Patrol Shorts - 5.11 Model #43057

- Stretch nylon/spandex fabric to provide breathable, quick drying, and wrinkle resistance
- 9" inseam, crotch gusset and elastic non-slip waistband
- Hook and loop adjustable belt-keeper belt loops
- Cargo pockets with internal pocket

Color: Black

ITEM NO. 52: Patrol Boots for Motorcycle Patrol – Dehner Boots PTRL/STOCK

Black calfskin bal-laced patrol boots. Tops have flap and buckle closure. Vamps are made of calfskin and shafts are made of dehcord. All boots are full lined of cowhide to the ankle and then elk hide in balance of boot. Soles are double composition with flat walking heel. Below price TO INCLUDE VIBRAM sole option.

Grp #	Item #	Description	Qty	Awarded Vendor	Unit Price	MFG	Model #	Sizes Included	DD ARO
4	18b	Duty Jacket Soft Shell Liner	150	Skaggs	\$ 96.00	Elbeco	SH3500	XS - 4XL	30
4	19a	Duty Coat 2-1 System (Inner/Outer Shells)	150	Skaggs	\$312.00	Blauer	9970V	S-3XL	30
4	19b	Duty Coat 2-1 System (Inner/Outer Shells)	150	Skaggs	\$117.05	Blauer	4670	S-3XL	30
7	36	60/40 Blend Men's Polo Shirt	400	Skaggs	\$ 32.85	5.11	41180	S -XL	30 days
7	37a	100% Polyester Polo Shirt Short Sleeve S-2XL+	100	Skaggs	\$ 44.87	Vertex	VTX400P	S -XL	30 days
7	37b	100% Polyester Polo Shirt Short Sleeve S-2XL+(Women's)	320	Skaggs	\$ 44.87	Vertex	VTX400P	S-XL	30 days
7	38a	100% Polyester Polo Shirt Long Sleeve S-2XL+	80	Skaggs	\$ 47.40	Vertex	VTX4020P	S -XL	30 days
7	38b	100% Polyester Polo Shirt Long Sleeve S-2XL+(Women's)	20	Skaggs	\$ 47.40	Vertex	VTX4030P	S-XL	30 days
7	39a	100% Polyester Polo Shirt Long Sleeve S-2XL+	160	Skaggs	\$ 41.72	Propper	F5314	S-3XL	30 days
7	39b	100% Polyester Polo Shirt Long Sleeve S-2XL+(Women's)	20	Skaggs	\$ 41.72	Propper	F5357	S-2XL	30 days
7	40a	100% Polyester Polo Shirt Short Sleeve S-2XL+	20	Skaggs	\$ 40.55	Propper	F5341	S- 3XL	30 days
7	40b	100% Polyester Polo Shirt Short Sleeve S-2XL+(Women's)	40	Skaggs	\$ 40.55	Propper	F5327	S -2XL	30 days
7	41	Optional Heat Transfer 'POLICE' Lettering	20	Skaggs	\$ 7.00	NA	POLICE /white 3X11.5	ALL	30 days
9	49	Bicycle Patrol Shorts	50	Skaggs	\$ 45.86	5.11	43057	28- 44	30
9	52a	Motorcycle Patrol Dehner Stock Boots	40	Skaggs	\$487.00	Dehner	PTRL \ STOCK	Standard	30