

# Master Purchase Order

<b>DO NOT INVOICE TO THIS ADDRESS</b>		Master Purchase Order No.	0036A0112
<b>City &amp; County of Denver</b>		Date:	August 6, 2012
Purchasing Division		Revision No.	
201 West Colfax Avenue, Dept. 304		Payment Terms	Net 30
Denver, CO 80202		Freight Terms	DESTINATION
United States		Ship Via	Delivery
Phone: 720-913-8100 Fax: 720-913-8101		Buyer:	Jessica Skibo
		Phone:	720-913-8110

Vendor: 0000006672 Phone: 303-375-9490 Fax: 303-371-8009 Email Erin.carrara@uniform.aramark.com

Aramark Uniform & Career Apparel, LLC  
4700 Havana St.  
Denver, CO  
Attn: Erin Carrara

Ship To: City and County of Denver  
Various City Agencies  
  
Bill To: Accounts Payable  
201 West Colfax Department 908  
Denver, Colorado  
80202 or As Specified By Agency

## 1. Goods/Services:

Aramark Uniform & Career Apparel, LLC, a Corporation in the State of Texas, ("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 September 1, 2012 through and including September 1, 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 Seven-Hundred Fifty Thousand Dollars (\$750,000.00). 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 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 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.

**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 Contractor 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 Contractor 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 Contractor 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 Contractor 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.

### **32. Prevailing Wages**


This Master Purchase Order shall be subject to the following provisions concerning prevailing wages.

- a. The minimum wages to be paid for every class of labor, mechanics and worker shall be not less than the scale of wages from time to time determined to be the prevailing wages.
- b. The Vendor or his/her subcontractor shall pay mechanics, laborers and workers employed directly upon the site of the work the full amounts accrued at time of payment, computed at wage rates not less than those stated or referenced in the specifications, and any addenda thereto, on the actual date of proposal opening, or in effect on the date of grant of permit for performance of such work under D.R.M.C. Section 49-171 et seq., or on the date of the written Purchase Order for contracts let by informal procedure under D.R.M.C. Section 20-63(b), regardless of any contractual relationship which may be alleged to exist between the vendor or subcontractor and such laborers, mechanics and workers.
- c. The vendor and subcontractors to pay all workers, mechanics and other laborers at least once a week the full amounts of wages accrued at the time of payment except that the vendor and subcontractor shall make such payments to non-construction workers such as janitorial or custodial workers at least twice per month.
- d. The vendor shall post in a prominent and easily accessible place at the site of the work the scale of wages to be paid by the vendor and all subcontractors working under the vendor.
- e. If the vendor or any subcontractor shall fail to pay such wages as are required by the contract, the Auditor shall not approve any warrant or demand for payment to the vendor until the vendor furnishes the Auditor evidence satisfactory to the Auditor that such wages so required by the contract have been paid.
- f. The vendor shall furnish to the Auditor each week during which work is in progress under the contract, a true and correct copy of the payroll records of all workers, laborers and mechanics employed under the contract, either by the vendor or subcontractors.
- g. The copy of the payroll record shall be accompanied by a sworn statement of the vendor that the copy is a true and correct copy of the payroll records of all mechanics, laborers or other workers working under the contract either for the vendor or subcontractors, that payments were made to the workers, laborers and mechanics as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all workers, mechanics and other laborers employed on work under the contract, either by the vendor or by any subcontractor, have been paid the prevailing wages as set forth in the contract specifications.
- h. If any laborer, worker or mechanic employed by the vendor or any subcontractor under the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as aforesaid, the City may, by written notice to the vendor, suspend or terminate the vendor's right to proceed with the work, or such part of the work as to which there has been a failure to pay the required wages, and in the event of termination may prosecute the work to completion by contract or otherwise, and the vendor and any sureties shall be liable to the City for any excess costs occasioned the City thereby.

Information as to forms and other requirements concerning prevailing wages may be obtained from the City Auditor's office, Prevailing Wage Section, 201 West Colfax, Denver, CO 80202, telephone 720-913-5009.

This Master Purchase Order is acknowledged and agreed to by:

Vendor Name: Anamark Uniform Services  
(Company Name)

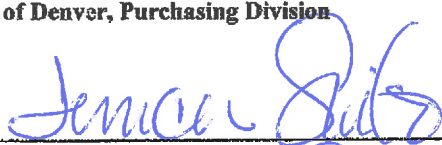
By:   
(Authorized Signature)

Print Name: Erin M. Carrara

Title: General Manager

Date: 8/7/2012

City & County of Denver, Purchasing Division

By: 

Print Name: Jessica Skibo

Title: Senior Buyer

Date: August 17, 2012

EXHIBIT "A"

Vendor: Aramark Uniform & Career Apparel, LLC  
Title: Citywide Rental of Uniforms  
Master Purchase Order No.: CLOTHING\_UNIFORMS0036A

---

**It is recommended that you use your Master Purchase Order No. – 0036A0112, in all future correspondence, billing, invoicing or other communications.**

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

The City Master Purchase Order is to provide a comprehensive uniform rental program. The program shall consist of:

- Rental Garment Program: The City rents the uniforms and the Vendor shall pickup and drop off the uniforms weekly for cleaning and maintaining.
- Garment Management Program: The City rents the uniforms and the City is responsible for cleaning the uniform. When a uniform becomes worn, in the City's reasonable opinion, the uniform shall be replaced upon request of the City's authorized individual designated by the City to work with the vendor regarding these issues.

The vendor is to furnish, clean, press and maintain uniforms for Maintenance personnel currently located at Denver International Airport (DIA) and Public Works Fleet Management (PWFM) Division. The number of employees receiving rental/laundered uniforms is constantly changing, the current employees at DIA are approximately 512 and PWFM is approximately 100.

The vendor and the authorized and designated City uniform supervisory staff are to work together to determine which uniform method will best meet the needs of the City, the employee for which they supervise and the vendor. It is anticipated that both methods identified above may be utilized at the same location.

**RENTAL GARMENT PROGRAM UNIFORMS:**

The uniform allotment (quantity and type of garment) is to be agreed upon by the City authorized uniform supervisory staff. The garments designated under this program are typically for maintenance and mechanic personnel who routinely soil the garments. The garments will be cleaned and pressed on a weekly basis.

**GARMENT MANAGEMENT PROGRAM UNIFORMS:**

The garment management program is different from the rental program, the garment will be cleaned by the City user but the garment is subject to being replaced and part of the rental agreement. Such a program may be viewed as a "Garment Management" program. The charges for garments identified as being part of this program are to be a weekly charge. Garments that are identified as such are to be replaced when deemed by the City uniform supervisory staff. It is anticipated these garments should only be replaced once per year under the annual replacement requirement, but may be replaced more often due to need as determined by the City.

**DELIVERY:**

DIA and PWFM require that the vendor designate a minimum of one (1) day for pick-up delivery per week. Delivery is to occur on a predetermined day, the current schedule for DIA is Thursday mornings, between 6:00 .A.M. – 12:00 P.M. (noon) and PWFM has a designated day /time for each facility. If the vendor fails to deliver all of the required uniforms on the regular delivery day, they will make a special delivery of any missing uniforms no later than the next business day after the regularly scheduled delivery day. For those weeks in which the pick-up/delivery day is on an official City holiday arrangements are to be made for deliveries to occur the day before the holiday or on a pre-approved date.

When delivered to the employee, garments to be hung on hangers. Vendor is to hang the appropriate garment in the assigned locker slot. The Vendor will be responsible for pick-up of excess wire hangers at all sites for recycling through their firm.

## TRANSITION:

Initial contract delivery is to be made as soon as possible after uniform items and sizing are determined and orders are placed and are required within a 45 calendar day period.

Uniforms shall be provided until such time as complete transition can occur. New lockers SHALL be placed at all facilities requiring them, no used lockers will be accepted, nor continued use of existing lockers currently in place.

Vendor shall work closely with each City Agency and Division to ensure the accepted transition schedule and timeline is adhered to as proposed in Section. A.17. A meeting will occur post award with the vendor(s) to establish the specific agencies and logistics.

## SERVICE LEVEL:

The acceptable level of service for this contract will be a 95% performance of each delivery to each department. Satisfactory performance will include no shortages, repairs completed, loss/damage replacements, clean and pressed uniforms, etc. All incidents of unsatisfactory service will be addressed by the supervisor responsible for the section of employees. The service will be measured by the duration it takes the vendor to correct the issue and the number of times the incident continues to occur. This will be measured in the Vendor Performance Management Program.

## LOCKERS:

The lockers are to be provided at NO EXPENSE to the City. Locker maintenance and repairs are to be performed by the vendor's representative. If the damage or reason for repair is the result of City abuse the City may be liable for the repair charges. Lockers are not to be provided for employees that are part of the Garment Management Program.

The vendors are to supply approximately five-hundred twelve (512) lockers at two locations (for DIA alone) into which the clean uniforms are to be hung. These lockers are to be placed in a restricted area and are to look professional at all times. Additional lockers will need to be provided for Public Works at multiple locations.

Due to the finite space available for the lockers the City has developed these specifications for the lockers. The banks of lockers are to be comprised of eight (8) individual "lockers" that are to be no less than 39" high X 6" wide. The locker shall allow the employee to hang his/her own combination locking mechanism from the front, but the vendor and authorized DIA and PFMD officials shall have the key (s) to allow for back entrance. The lockers that are currently supplied to DIA are 7' high by 21" deep and 26" wide, are front opening and have combination locks (no keys to get lost), 8 units per locker. This is preferred type as there is no room available for rear access of the locker.

DIA lockers are to be set up at the Maintenance Center located at 27500 E. 80th Ave., and the Electrical Dept., South Campus, 7157 North Robertsedale Road. Public Works Fleet Maintenance requires six (6) banks of lockers at 5440 Roslyn and five (5) banks of lockers at Central Platte Facility 2000 W. 3<sup>rd</sup> Ave.

## DIRTY CLOTHING BINS:

The vendor is to provide bins that separate the clothing to allow for clothing pieces in need of mending or repair to be placed in one bin, clothing recommended for replacement in another bin and a third bin that is for dirty clothing. The bins are to:

- Provide smell containment or held to a minimum
- Covered to prevent pilfering
- Locked
- Sufficient size or quantity to meet the needs of the agency. DIA currently has 12 bins, 1 for repairs, 1 for whites, 4 for pants, 3 for shirts and 3 for coveralls/jackets). They are 7'x21"x26", have a large lockable door with a hinged panel at the top to allow the employees to throw clothing in.
  - Located in an agreed upon location(s) by the City

## PUBLIC WORKS EMPLOYEES:

Are stationed at various sites but pick-up/delivery of the uniform allotment is only required at the below locations:



**Roslyn Fleet Management Shop**  
**5440 Roslyn Street**  
**Bldg.-C Door #6 and Bldg.-D**  
**Delivery time between 8am-3pm**

**Central Platte Campus**  
**2000 W. 3<sup>rd</sup> Ave**  
**Fleet Management Bldg.-5**  
**Delivery time between 8am – 3pm**

**Cherry Creek Fleet Shop**  
**7301 E. Jewell Ave.**  
**Delivery time between 8am-2pm**

**Osage Fleet Shop**  
**2013 S. Osage**  
**Delivery time at 7am**

**UNIFORM COMPLEMENT:**

The uniform complement is to be made up of the following items, and may be mixed and matched by the individual employee with the approval of the authorized City uniform supervisory staff. It is preferred all items proposed come in both men and women's style/fit.

The City is requesting that at the start of the program that the vendor provides necessary garments and documents to assist supervisor in selection of uniforms that best suit the employee's assignment/duties/environment. Some employees may NOT receive the entire uniform compliment. This may mean that if an employee may be approved to only have access to the rental pant. Therefore the vendor is not to charge the City for clothing that is not assigned or released to the employees.

- **Coveralls:** 65% polyester / 35% cotton. Permanent press twill coverall featuring an action back, pass-through side pockets and tool pocket. One piece set-in sleeve, front closure with zipper, two grippers; one at neck, one at top of zipper. Sizes 36 through 60 regular and 38 through 56 long. Color: Navy
- **Coveralls:** 9oz, 100% cotton, industrial coverall features concealed gripper front, gripper closure at cuffs, two chest pockets with pencil stall at left two set in front pockets, two patch back pockets, and side vent opening. Two (2) quarter top front pockets. Sizes 36 through 54 regular and 40 through 48 long. Color: Navy/Post Blue
- **Pant, Regular cut:** 65% polyester / 35% cotton. These uniform pants feature a zipper and one button closure, two front slash pockets, bar tacks at all stress points, two hip pockets with button at left, and seven belt loops Sizes 28 – 56. Color: Navy
- **Pant, Regular cut:** 100% cotton. Features quarter top front pockets with bar tacks at opening, two set in hip pockets with a button through closure at left, brass zipper & button closure and dungaree waistband. Sizes waist 28-56. Color: Navy
- **Jean cut, Work Pant:** 65% polyester / 35% cotton. Color: Navy. Boot flare. To come in a minimum of two colors one of which must be navy.
- **Jeans,** 100% preshrunk cotton: 14-oz. cotton denim, durable, Double-stitched seams, five pocket, relaxed fit, prewashed jean, to come in colors of black and blue. Be available in at least five (5) pockets available.
- **Jeans, Carpenter:** 12-oz 100% cotton denim or 10 oz 100% canvas. With pockets, hammer loop and side tool pocket. Reinforced to prevent tears. To be available in blue and brown duck.

- **Shirt:** 65% Polyester / 35% Cotton uniform shirt featuring a seven button front placket (no snaps allowed), two buttoned chest pockets, front and back yokes, convertible collar, pleated cuffs and a scalloped shirt tail. Sizes S – 5XL. Color: Various, Navy White and Light Blue being three choices with a minimum of five (5) colors for City agencies to choose from.
- **Shirt:** 100% Cotton. Features two hex shaped pockets with button through, a turn back placket with a seven button closure (no snaps allowed), lined collar, two piece back yoke, continuous sleeve placket, and a scalloped hem. Sizes S- 5XL regular and S-5XL long. Color: Navy/Post Blue and 4 additional colors in which striping may be an alternative
- **Polo shirt:** 100% Polyester. Polo style knit shirt featuring a taped neck band, three button placket, straight hem, and rib knit cuff. Sizes S-5XL. Color: Various with a minimum of 5 color choices.
- **Polo Shirt:** 6.5 oz; 60% cotton / 40% poly mesh, to come with and/or without a pocket and be short sleeved. To be available in a minimum of ten (10) colors.
- **Dress Shirt,** Oxford style: 4.25 oz, 60% combed cotton / 40% polyester. Single chest pocket. To come in a minimum of three colors and be available in short and long sleeve styles.
- **Jacket:** 65% Polyester / 35% Cotton. Intermediate weight perma-lined jacket with sturdy brass zipper, pencil pocket, two slash pockets and an adjustable two button cuff. Sizes XS-5XL. Color: Navy (the jacket at DIA has a removable liner so we only have one style)
- **Jacket, Sport:** 65 polyester / 35 cotton blend this lined sports jacket features two slash, pockets tricep pencil stall, stand up rib knit collar, and rib knit cuffs and waist. Sizes S-5XL regular. Color: Various but mostly navy
- **Jacket, hip length,** 7.5 oz. polyester / cotton twill. Two-piece topstitched collar with adjustable (not ribbed) cuffs. Jacket to come in at least three (3) colors.
- **Overalls, bib,** 12-oz 100% cotton, denim: Reinforced knees, hammer loops, two (2) front pockets, a minimum of seven (7) utility pockets.

Uniforms Endura Flame Resistant Uniform Sets:

- **Shirts:** 7 oz. cotton twill; Acr rating 7.7 ATPV; Long sleeve, two pieced lined collar, button front, and two button-thru flapped pockets. Meets NRFA 70E Hazard Risk Category 1; Navy and Light Blue
- **Pants:** 9 oz. cotton twill; Acr rating 10.8 ATPV; Fully cut, tapered silhouette with lined waistband, two set-in front pockets, two back hip pockets, Meets NRFA 70E Hazard Risk Category 2; Navy
- **Jeans:** 14 oz. 100% cotton; Acr rating 18.3 ATPV; Double-stitched seams, five pocket, relaxed fit, prewashed jeans; are flame resistant, Meets NRFA 70E Hazard Risk Category 2; Blue Denim
- **Jackets:** 9 oz. cotton twill; Acr rating 10.8 ATPV; Long sleeve, two pieced topstitched collar, zip front, front slash-pockets, adjustable cuff, hip length. Meets NRFA 70E Hazard Risk Category 2; Navy
- **Coveralls:** 9 oz. cotton twill; Acr rating 10.8 ATPV; Long sleeve, two pieced lined collar, snap front, two front upper pockets, two set-in front pockets, two back hip pockets Meets NRFA 70E Hazard Risk Category 2; Navy

UNIFORM QUANTITIES:

Each employee is to have access to the above list of items. From that list they may mix and match to the following quantities (some employees may only be issued a portion of this compliment):

2-Jacket

11-Shirts in either long or short sleeve styles  
11-Pairs of pants and shorts  
5-Coveralls, 11 for DIA mechanics only

Public Works Mechanics require the same compliment as above, with the exception of 15 sets of uniforms, combination of shirts, pants and coveralls, with a 'Set' being defined as shirt/pant = 1 set; coverall = 1 set.

The number will be reduced for those employees participating in the other two uniform programs.

#### SEASONAL SWITCH:

Vendor shall provide a seasonal switch option upon request to the agencies that require a full complement of long sleeve / heavier garments in the winter and a full complement of short sleeve and lighter garments in the summer.

#### NEW EMPLOYEES:

Vendor shall provide new employees with uniforms within 14 calendar days of selection and approval by respective supervisor. Uniform changes that are a result of the employee roster are to be at NO extra charge. New employees are to be provided loaners for the two weeks term, these uniforms may be slightly used and not labeled.

#### WARRANTY and REPLACEMENT of UNIFORMS:

All garments furnished at initial contract inception shall be guaranteed by the Vendor to be like new and free from any defects. Garments showing defects shall immediately be replaced at no cost to the City. Frayed, badly worn or shrunk garments shall be replaced as requested, at no cost during the term of the Contract. Stained clothing shall be cleaned to the City Agencies satisfaction or replaced as requested.

When deemed necessary and agreed upon by the vendor and the authorized City employee replacement uniform allotments may be received during the term of the contract.

**The vendor shall replace the complement of uniforms annually** unless the wear does not warrant such replacement, as determined by designated City agency. This requirement is separate from the seasonal switch (E.g. Shorts may be worn for 2 summer seasons before being replaced.)

For managed program the City's authorized uniform supervisor may at any time through the life of the contract request that the vendor provide new uniforms.

#### STANDARD SIZED CLOTHING:

For the purposes of this agreement regular sizes are defined:

- for shirts and jackets up to 4XL,
- men's pants up to 56" waist,
- women's pants up to size 28 and
- coveralls up to size 58.

#### UNDERSIZE / OVERSIZE UNIFORMS:

Vendors should be aware that averages of 20 % of City employees are to be fitted in either extra small or the larger sizes. No additional costs for garments of these sizes are to be charged. The vendor is to make every effort to see that these employees receive their uniform complement in the same time frames as the regular sized individuals. If the expected time frame for providing such uniforms has not been previously agreed to by the service credits may be assessed.

#### SIZE CHANGES:

The vendor is to do size changes at no charge to the City upon request.

#### ALTERATIONS:

Alterations are to be the responsibility of the vendor. If a garment requires alteration, the vendor has fourteen (14) calendar days to return or replace garment from the date of being informed of the request by the authorizing City personnel.

#### PROFESSIONAL APPEARANCE:

In order to maintain a professional appearance DIA and PWFMM will not accept clothing with mends and patching larger than dime size. The repair, mending of a garment shall not detract from the garments appearance. Two (2) or less apparent mending sites are acceptable, if there are more in the garment, it will need to be replaced. All garments MUST be laundered, cleaned and pressed to the expectation of the City. The City reserves the right to approve or request new garment depending upon the appearance and the employees function.

#### MEASUREMENT:

Both DIA and PWFMM request that the awarded vendor measure employees for proper fit on-site. Arrangements will be made for the vendor to be available at DIA during both day and evening shifts. During the first month of this contract, the vendor shall be on site at DIA for at least three (3) days from 6:00 AM to 8:00 PM, two times over a two week period. DIA and PWFMM will make available times and locations for this process to occur. Vendor responsible for advising supervisors what best garment is suited for the designated application of duty.

Throughout the term of the resulting contract the vendor may be requested to be available at least once a month for DIA and on an as needed basis for PWFMM for measuring of new employees.

An alternate option for purposes of measurement, the agencies may request vendor to provide a Fit Set at no charge, comprised of each garment under their respective division. Each garment will require one size spectrum from S-3XL, respectively. For the purposes of the Fit Set, shirts will come in long sleeve and pants will come hemmed.

#### UNSCHEDULED PICK-UP/DELIVERY:

The vendor agrees to make unscheduled early pickup and delivery of uniforms, as requested by the City and County of Denver between October 1<sup>st</sup> and June 1<sup>st</sup> due to severe weather conditions that would otherwise cause uniform shortages.

#### GARMENT IDENTIFICATION:

The vendor **shall** have a barcode system (or similar tracking system) in place to track garment to specific employee. This system should provide an easy tracking system and a method of tying a specific garment to a specific employee and that includes a numbered designation of 1-11 for their compliment, respectively for the purposes of tracking and billing. It expected the material and placement of the barcode is such as not to cause irritation to the individual wearing the garment.

The barcode system should correlate to an online tracking system accessible by authorized City agency personnel for purposes of tracking cleaning, repairs, alterations, billing, etc.

#### 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, specifically for garments associated with the Managed Care Program.

#### ID EMBROIDERED BADGE:

The shirts are to have the name of the agency and the individual sewn or placed on the garment. Costs for the badge are to be included in the proposed unit costs. Badges are to be firmly placed on the shirt and jacket (when required) so that they will remain in place during the life of the garment. It is not necessary to use the City seal or DIA emblem in the badge.

#### REPLACEMENT OF GARMENT BY THE CITY:

The City is to be only responsible for those garments that are proven to be non-professional looking due to an action on the part of the City. A depreciated lost/replacement charge will remain in place through life of agreement. This cost will be based on an average cost for new to worn garments. The authorized City Personnel prior to an invoice being presented shall agree upon such compensation. If the garment has been in service for over one (1) year the replacement policy is to apply

#### CLEANED GARMENTS:

The City will only pay for those garments that are properly cleaned and returned to the appropriate agency. Vendors shall take under account that each City employee receives a minimum to two (2) weeks of vacation per calendar year.

#### CITY EMPLOYEE AUTHORIZATION:

Authorized individuals to receive garments through this contract from both City agencies will be identified upon award of this contract.

#### CUSTOMER SERVICE:

It is a material requirement of the vendor(s) to provide seamless vendor support to the City. To achieve the seamless service and support, the 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. It is preferable, that two dedicated Customer Service representatives be assigned to the account, one for DIA and one for PWF, including other City agencies. Lastly, due to badging requirements, the delivery driver assigned to DIA specifically, should not change frequently and without prior notice to the City.

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: Larry Lenz

Email Address: [larry.lenz@uniform.aramark.com](mailto:larry.lenz@uniform.aramark.com) Phone: 303-375-9490; 970-978-0777

Customer Service Representative: Tara Peterson

Email Address: [tara.peterson@uniform.aramark.com](mailto:tara.peterson@uniform.aramark.com) Phone: 303-375-9490; 720-290-5568

#### VENDOR PERFORMANCE MANAGEMENT:

**The Purchasing Department will administer a vendor performance management program as part this Master Purchase Order.** The purpose of this program is to create a method for documenting and advising the Purchasing Department of exceptional performance or any problems related to the purchased goods and services.

#### VENDOR'S PERFORMANCE:

Vendor shall furnish all necessary labor, equipment and supplies to perform the required services at required by this contract. The City or his/her authorized representative will decide all questions which may arise as to the quality and acceptability of any service and clothing provided under the contract. If, in the opinion of the City or his/her authorized representative, performance becomes unsatisfactory, the City shall notify the vendor.

The vendor will have seven (7) days from the time to correct any specific instances of unsatisfactory performance. Repeated incidences of unsatisfactory performance will result in cancellation of the agreement for default.

The Vendor Management program as described herein shall be used as a tool to measure the Vendor's performance and provide suggestions for improvement.

#### REPORTS:

The City desires to have access to various reports at no additional cost. These reports are to include access to the following but not be limited to:

- Employee
- Uniform allotment
- Cost
- Number of times cleaned
- Mending stats
- Replacement stats

Vendors are to include in their response samples of reports that involve the six (6) criteria listed above and the standard reports that have been issued for other clients. The City also asks that the vendor be able to provide these reports on a routine basis. It may be the vendor will be required to create a report that will meet the City's needs in a unique situation.

Additionally, Management reports will be required, the vendor(s) 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 utilized through term designated
- Size of each item utilized through term designated

The Utilization and Management Reports may be used to track and evaluate the Service Performance Levels, as determined with vendor and City post award.

#### SAMPLES:

Throughout the life of the contract, upon request, vendors may be required to furnish a sample of the uniform pieces to be supplied at no cost to the City and County of Denver to confirm quality and to keep on hand ensuring quality continues to be met. Any sample submitted shall create an express warranty that the whole of the goods shall conform to the sample submitted. All samples become the property of the City.

#### INVOICING:

Vendor will invoice weekly for services rendered. All invoicing shall be consistent with the proposed and awarded pricing. All pricing shall be fixed and firm. Invoices **MUST BE CLEARLY UNDERSTOOD** as to the item being charged for, a cryptic means of invoicing will NOT be acceptable. All invoices shall include a Purchase Order number and be individualized per location and division and be accessible via online through vendor website by means of an authorized user name and password for each division designee.

#### **SERVICE CREDITS:**

If the contractor fails to deliver the standard sizes of uniform clothing within the times specified in this 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 contractor shall pay to the City as fixed, agreed and liquidated damages for each calendar day of delay the amount of \$1.00/day per individual employee. The City may terminate this contract in whole or in part as provided in the "Default" provision. In that event, the contractor shall be liable for such liquidated damages accruing until such time as the City may reasonably obtain delivery or performance of similar service. The contractor 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 contractor.

The times for which the contractor may be liable for liquidated are as follows:

- a. Time greater than forty-five (45) calendar day set up period, from measurement of all employees for standard size garments. Each employee shall have at least two (2) to five (5) changes of uniforms (changes being pant and shirt), with the complete complement received within forty-five (45) calendar days. This includes the time necessary for measuring each employee. If additional time is required a request shall be submitted. To aid both the vendor and the City, the vendor shall be required to present a printout of all garments picked-up and delivered to verify that they are in compliance. An authorized City employee may sign off a hand written accounting of what has been picked up and delivered for each individual uniform wearer. This list shall be presented to the authorized individual at the same time as drop-off of the cleaned uniforms.
- b. Time greater than fourteen (14) calendar days needed to replace standard size garments identified and or agreed upon by the authorized City employee directed to oversee and make recommendations about clothing replacement.
- c. Time greater than the fourteen (14) calendar days needed to mend, hem, repair, place a badge on garment, etc. These fourteen (14) calendar days are not to be used in conjunction with the set up time of thirty (30) calendar days.
- d. Time needed to change the size of garments, not to exceed fourteen (14) calendar days from date of pick-up of old complement.
- e. Time greater than the fourteen (14) calendar days needed to provide new complement of standard sized uniforms to new employees.

Exceptions: Vendors may receive an exception if the request is presented in writing to an authorized individual and that individual has agreed to and therefore signed off on the exception. Exceptions may be presented for oversize complements of uniforms, however if the exception takes longer than twenty-eight (28) calendar days service credits will be assessed.

#### **ENVIRONMENTALLY PREFERABLE PURCHASES:**

Executive Order 33, Section 8.0, Environmentally Preferable Purchases (EPP)\*:

"It is the policy of the City and County of Denver to procure Environmentally Preferable Products and services that can minimize harmful effects on human health and the environment."

The vendor is responsible for ensuring that the cleaning products used are approved by the U. S. Environmental Protection Agency's Design for the Environment (DfE) partnership program with the laundry industry as products that are cleaner, more cost-effective, and safer for workers and the public.

The City reserves the right to confirm such designation has been or is being obtained by the vendor from the EPA.

**ESTIMATED QUANTITIES:**

The City does not guarantee any quantity of item listed herein to be ordered during the coming year. However, for information only, consumption during the past year amounted to approximately \$650,000.

**F.O.B. POINT:**

All prices listed herein shall be at a firm price F.O.B. Denver, Colorado, delivered to various locations around the City and County of Denver.

**AIRPORT SECURITY:**

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

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

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

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

**a. LAWS, REGULATIONS, TAXES AND PERMITS:**

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

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

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

**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.

#### SWEAT FREE PROCUREMENT:

By submission of a bid in response to this Master Purchase Order, 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.

## ITEMS and PRICING:

Item No	Garment Description	MFG Line / Model No. Proposed	Vendor Product Number	Rental Program \$	Managed Care Program \$
1	Coveralls, (Poly/Cotton Blend): 65% polyester, 35% cotton.	Wearguard	GO-0011	<b>0.26</b>	<b>0.22</b>
2	Coveralls, (Cotton): 100% cotton, industrial coverall	Wearguard	GO-0009	<b>0.29</b>	<b>0.25</b>
3	Pant, regular cut (Polyester/Cotton Blend): 65% polyester, 35% cotton.	Wearguard	GP-0002	<b>0.14</b>	<b>0.12</b>
4	Pant, Regular cut 100 % Cotton:	Wearguard	GP-0171	<b>0.18</b>	<b>0.15</b>
5	Jean cut work pant, 65% polyester, 35% cotton.	Wearguard	GP-0007	<b>0.14</b>	<b>0.12</b>
6	Jeans, to come in 100% preshrunk cotton: 14-oz. cotton denim	Wearguard	GP-0294	<b>0.25</b>	<b>0.21</b>
7	Pants, Carpenter Jeans: 12-oz 100% cotton denim or 10 oz 100% canvas.	Dickies, DU212, LU200	GP-0766	<b>0.25</b>	<b>0.21</b>
8	Shirt, Men (Poly/Cotton Blend): 65% Polyester, 35% Cotton.	Wearguard	GS-0007(LS) 0019(SS)	<b>0.11</b>	<b>0.10</b>
9	Shirt, Men: 100% Cotton.	Wearguard	GS-0448(LS) 0449 (SS)	<b>0.17</b>	<b>0.15</b>
10	Polo shirt: 100% Polyester	Wearguard	GS0994	<b>0.13</b>	<b>0.11</b>
11	Polo Shir: 6.5 oz; 60% cotton, 40% poly mesh	Edwards 1500 w pocket /1505 w/o	TBD	<b>0.15</b>	<b>0.13</b>
12	Dress Shirt, Oxford style: 4.25 oz, 60% combed cotton/40% polyester.	Wearguard	GS0098 (LS)/ 0099(SS)	<b>0.16</b>	<b>0.14</b>
13	Jacket: 65% Polyester/35% Cotton.	Wearguard	GO-0356	<b>0.23</b>	<b>0.19</b>
14	Jacket, Sport: 65-poly/35-cotton blend	Wearguard	GO-0575	<b>0.23</b>	<b>0.20</b>
15	Jacket, hip length, 7.5 oz. poly cotton twill.	Wearguard	GO-0218	<b>0.23</b>	<b>0.19</b>
16	Overalls, bib, 12-oz 100% cotton, denim:	Wearguard	GO-0809	<b>0.34</b>	<b>0.29</b>
17	Shirts: 7 oz. cotton twill; Acr rating 7.7 ATPV	Wearguard	GS-0652	<b>0.38</b>	<b>0.32</b>
18	Pants: 9 oz. cotton twill; Acr rating 10.8 ATPV	Wearguard	GP-0292	<b>0.45</b>	<b>0.38</b>
19	Jeans: 14 oz. 100% cotton; Acr rating 18.3 ATPV	Wearguard	GP-0264	<b>0.44</b>	<b>0.37</b>
20	Jackets: 9 oz. cotton twill; Blue denim, Acr rating 10.8 ATPV	Wearguard	GO-1267	<b>1.27</b>	<b>1.08</b>
21	Coveralls: 9 oz. cotton twill; Acr rating 10.8 ATPV	Wearguard	GO-1083	<b>0.78</b>	<b>0.66</b>