



JOHN W. HICKENLOOPER  
MAYOR

# CITY AND COUNTY OF DENVER

DEPARTMENT OF GENERAL SERVICES  
PURCHASING DIVISION  
www.denvergov.org/purchasing

WELLINGTON E. WEBB  
MUNICIPAL BUILDING  
201 WEST COLFAX AVENUE DEPT  
304  
DENVER, CO 80202  
PHONE: (720) 913-8100  
FAX: (720) 913-8101

10-835

## ORDINANCE REQUEST TRANSMITTAL

To: Steve Hahn, Assistant City Attorney  
From: Jessica Sizemore, Associate Buyer, Purchasing Division  
Date: 8/04/2010

1) Please be prepared a bill to file the following ordinance request with the City Council:

§ 3.2.6(e) contract approval to: Blauer Manufacturing, Inc.

*For a bid contract award to: Blauer Manufacturing Inc. as the best qualified responsive bidder for Formal Proposal No. CLOTHING\_DPD\_\_0166A (Police Uniforms). This bid process was to establish a relationship with vendor(s) to provide all items necessary that make up the Police Uniform. Master Purchase Order 0166A0110 provides for Police Shirts, Trousers and Rain Garments at a specific Unit Price for a specifically identified model number within the Blauer Line. The contract term is from April 29, 2010 through April 29, 2012, with three (3) one-year options for renewal at the same terms, conditions and pricing offered in the original contract. This ordinance request is to allow the City to exercise all 5 possible years of the contract.*

*The total cost of this contract is estimated at approximately One Million, Six-Hundred Thousand Dollars (\$1,600,000.00)*

2) Requested filing date: August 16, 2010

3) Filing Authorization:

**Approved by Mayor-Council (consent agenda) on: August 03, 2010 under BR10-0634**

4) Items enclosed

Copy of Master Purchase Order


5) Contacts for questions or more information:

Buyer: Jessica Sizemore      Direct line: 720-913-8110

Thank you very much for your assistance.

Cc: Tenlee Shoffstall, Jim McIntyre

# Master Purchase Order

<b>DO NOT INVOICE TO THIS ADDRESS</b>			Master Purchase Order No. 0166A0110	
City & County of Denver			Date: April 23, 2010	Revision No.
Purchasing Division			Payment Terms Net 30	
201 West Colfax Avenue, Dept. 304			Freight Terms DESTINATION	
Denver, CO 80202			Ship Via Ground	
United States			Buyer: Jessica Skibo Sizemore	
Phone: 720-913-8100 Fax: 720-913-8101			Phone: 720.913.8110	

Vendor: 0000083714 Phone: 800-225-6715 Fax: 617.536.6948 Email: Sblauer@blauer.com

Blauer Manufacturing Co., Inc.  
 20 Aberdeen Street  
 Boston, MA 02215  
 Attn: Stephen Blauer

Ship To: Denver Police Department  
 Uniform Supply  
 1331 Cherokee Street, Room B112  
 Denver, CO 80204

Bill To: Denver Police Department  
 Financial Services Bureau  
 1331 Cherokee Street, Room 422  
 Denver, CO 80204

1. **Goods/Services:**  
 Blauer Manufacturing Co., Inc, a Corporation, in the State of Massachusetts ("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 Two Years from Date of City Signature.
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 three (3) additional years.
6. **Non-Exclusive:**  
 This Master Purchase Order is non-exclusive. City does not guarantee any minimum purchase other than as provided herein.
7. **Inspection and Acceptance:**  
 City may inspect all goods/services prior to acceptance. Payment does not constitute acceptance. Vendor shall bear the cost of any inspection/testing that reveal goods/services that are defective or do not meet specifications. City's failure to accept or reject goods/services shall not relieve Vendor from its responsibility for such goods/services that are defective or do not meet specifications nor impose liability on City for such goods/services. If any part of the goods/services are not acceptable to City, City may, in addition to any other rights it may have at law or in equity: (1) make a warranty claim; (2) repair and/or replace the goods or substitute other services at Vendor's expense; or (3) reject and return the goods at Vendor's cost and/or reject the services at Vendor's expense for full credit. Any rejected goods/services are not to be replaced without written authorization from City, and any such replacement shall be on the same terms and conditions contained in this Master Purchase Order. Vendor shall perform all services in accordance with the standard of care exercised by highly competent vendors who perform like or similar services.
8. **Shipping, Taxes and Other Credits and Charges:**  
 All pricing is F.O.B. destination unless otherwise specified. Shipments must be marked with Vendor's name, the Master Purchase Order number, and contain a delivery or packing slip. Vendor shall not impose any charges for boxing, crating, parcel post, insurance, handling, freight, express or other similar charges or fees. Vendor shall notify City in writing of any price decreases immediately, and City shall receive the benefit thereof on all unshipped items. Vendor shall comply with any additional delivery terms specified herein. Vendor shall be responsible for the cleanup and reporting of any contamination (environmental or otherwise) or spillage resulting from the delivery and/or unloading of goods within twenty-four (24) hours of the contamination or spillage or sooner if required by law. Vendor shall procure all permits and licenses; pay all charges, taxes and fees; and give all notices necessary and incidental to the fulfillment of this Master Purchase Order and all cost thereof have been included in the prices contained herein. City shall not be liable for the payment of taxes, late charges or penalties of any nature, except as required by D.R.M.C. § 20-107, et seq. The price of all goods/services shall reflect all applicable tax exemptions. City's Federal Registration No. is 84-6000580 and its State Registration No. is 98-02890. Vendor shall pay all sales and use taxes levied by City on any tangible personal property built into the goods/services. Vendor shall obtain a Certificate of Exemption from the State of Colorado Department of Revenue prior to the purchase of any materials to be built into the goods/services and provide a copy of the Certificate to City prior to final payment.

**9. Risk of Loss:**

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

**10. Invoice:**

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

**11. Payment:**

Payment shall be subject to City's Prompt Payment Ordinance D.R.M.C. § 20-107, et-seq. after City accepts the goods/services. Any other provision of this Agreement notwithstanding, in no event shall the City be liable for aggregate payments under this Master Purchase Order in excess of One Million, Six-Hundred Thousand Dollars (\$1,600,000.00). The Vendor acknowledges that any goods/services provided beyond those specifically described in **Exhibit A** are performed at Contractor's risk and without authorization from the City. City's payment obligations hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Master Purchase Order, encumbered by the City after receipt of Vendor's invoice and paid into the Treasury of City. Vendor acknowledges that: (i) City does not by this Master Purchase Order, irrevocably pledge present cash reserves for payments in future fiscal years; and (ii) this Master Purchase Order is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City. City may setoff against any payments due to Vendor any claims and/or credits it may have against Vendor under this Master Purchase Order.

**12. Amendments/Changes:**

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

**13. Warranty:**

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

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

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

**15. Termination:**

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

**16. Interference:**

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

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

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

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

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

**19. Notice:**

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

**20. Compliance With Laws:**

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

**21. Insurance:**

Vendor shall secure, before delivery of any goods/services, the following insurance covering all operations, goods and services provided to City. Vendor shall keep the required insurance coverage in force at all times during the term of the Purchase Order, or any extension thereof, during any warranty period, and for three (3) years after termination of this Purchase Order. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision stating "Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the issuing company shall send written notice to the Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202. Such written notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior." Additionally, Vendor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by certified mail, return receipt requested. If any policy is in excess of a deductible or self-insured retention, City must be notified by Vendor. Vendor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of Vendor. Vendor shall provide a copy of this Purchase Order to its insurance agent or broker. Vendor may not commence services or work relating to the Purchase Order prior to placement of coverage. Contractor certifies that the attached certificate of insurance attached to the Purchase Order documents, preferably an ACORD certificate, complies with all insurance requirements of this Purchase Order. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Purchase Order shall not act as a waiver of Vendor's breach of this Purchase Order or any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements. Vendor's insurer shall name as Additional Insured to its Commercial General Liability and Business Auto Liability policies the City and County of Denver, its elected and appointed officials, employees and volunteers. Vendor's insurer shall waive subrogation rights against the City. All sub-contractors and sub-consultants (including independent contractors, suppliers or other entities providing goods/services required by this Purchase Order) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Vendor. Vendor shall include all such entities as insureds under its policies or shall ensure that they all maintain the required coverages. Vendor shall provide proof of insurance for all such entities upon request by City. For Worker's Compensation Insurance, Vendor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 for each bodily injury occurrence claim, \$100,000 for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Vendor expressly represents to City, as a material representation upon which City is relying, that none of the Vendor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Purchase Order, and that any such rejections previously effected, have been revoked. Vendor shall maintain Commercial General Liability coverage with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate. Vendor shall maintain Business Auto Liability coverage with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-hired vehicles used in performing services under this Purchase Order. For Commercial General Liability coverage, the policy must provide the following: (i) That this Purchase Order is an Insured Contract under the policy; (ii) Defense costs in excess of policy limits; (iii) A severability of interests, separation of insureds or cross liability provision; and (iv) A provision that coverage is non-contributory with other coverage or self-insurance provided by City. For claims-made coverage, the retroactive date must be on or before the first date when any goods or services were provided to City. Vendor must advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

**22. Severability:**

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

**23. Survival:**

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

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

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

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

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

**26. Records and Audits:**

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

**27. Remedies/Waiver:**

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

**28. No Discrimination in Employment:**

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

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

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

**30. Conflict of Interest:**

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

This Master Purchase Order is acknowledged and agreed to by:

Vendor Name: BLAUER MFG CO INC  
(Company Name)

By: [Signature]  
(Authorized Signature)

Print Name: STEPHEN BLAUER

Title: E. V. P.

Date: 4/26/10

City & County of Denver, Purchasing Division

By: [Signature]

Print Name: Jessica Sizemore

Title: Associate Buyer

Date: April 29, 2010

EXHIBIT "A"

Vendor: Blauer Manufacturing Co., Inc.  
Title: Denver Police Department Uniforms  
**Master Purchase Order No.:** CLOTHING\_DPD\_0166A

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**It is recommended that you use your Master Purchase Order No. – 0166A0110, in all future correspondence, billing, invoicing or other communications.**

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

The (DPD) requires that all products ordered be of first quality. Seconds are not acceptable and will be returned to Blauer Manufacturing at the Blauer'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 Blauer Manufacturing offers in their standard annual catalog or web-site.

The City defines Stock Items as those items/garments which the Blauer Manufacturing keeps common sizes/styles on the shelf for immediate shipment. The City requires all items listed herein to be Stock Items for the manufacturer line to ensure timely delivery to the Denver Police Department.

Blauer Manufacturing shall pick and ship against orders within 1-2 days of DPD placing an order. If the order requires customization such as lettering (rain wear), hemming (trousers) and/or embelms (shirts) Blauer Manufacturing, shall normally ship within 5 business days.

ORDERING:

The City's Master Purchase Order is established for the Denver Police Department to order items as needed. Blauer Manufacturing 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 when ever possible, but Blauer Manufacturing is to be award that small orders may result due to unforeseen circumstances.

DELIVERY CONSIDERATIONS:

**Deliveries are to be made as soon as possible after orders are placed and are required within a 30 calendar day period.** It is the responsibility of Blauer Manufacturing to notify the City of any deviations for a specific order to this requirement as soon as they are aware of the situation.

DEFECTIVE MATERIAL:

Blauer Manufacturing 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 Blauer Manufacturing 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, Blauer

Manufacturing shall be required to pay all costs of testing. If the materials are found to meet specifications, the City shall pay all costs.

LIQUIDATED DAMAGES:

If Blauer Manufacturing fails to deliver the items 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, Blauer Manufacturing shall pay to the City as fixed, agreed and liquidated damages for each calendar day of delay starting on the 31st day, the amount of \$5.00 per day/per item, deducted from invoice. As outlined herein, Blauer Manufacturing has 30 calendar days for delivery of any and all items. Blauer Manufacturing must communicate in writing to DPD and Purchasing any situations that may arise which prevents them from meeting this delivery requirement for the City's consideration. Exceptions to the delivery requirement may be made on a case by case basis.

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 Blauer Manufacturing.

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 Blauer Manufacturing to any other governmental jurisdiction purchasing the same products.

Blauer Manufacturing 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 acceptance of 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.

ITEM SPECIFICATIONS:

**GROUP 1: UNIFORM TROUSERS and SHIRTS**

**CLASS A TROUSERS (MEN'S AND WOMEN'S)**

Style

The dark navy trousers shall be manufactured as follows:

- Six pockets: on-seam front pockets, inverted double cord hip pockets with a single button tab on the left pocket and two rear billy pockets. All pockets secured with bartacks
- A straight leg style
- Stretch waistband with double row of shirt gripper material
- Inter-lined and double stitched Keystone belt loops inserted in top and bottom of waistband
- Double hook and eye closure
- Tandem needle seat seam
- Permanent silicone adhesive creases, front and back

Material outlets in waistband (back), buttocks, and thigh inseam to accommodate individual body types and preferences. Seat, inseam, and out seams shall be split seam construction.

Color: Dark Navy

Fabric:

55% Polyester / 45% wool; 16.5 oz. per linear yard elastique; with 5%- 8% mechanical filling stretch from Raeford Mill, HMS Mill, Swift Galey, Metcalf Mill or Burlington-Raeford Mills. Able to be cleaned by wash machine and/or professional dry cleaners

Trim:

Pocketing: 70/30 polyester cotton twill, not less than 3.0 oz. sq. yd

Binding: polyester/cotton

Hook and eyes: nickel-plated.

Buttons: melamine, 22 ligne, matching shell fabric.

Pocket Design

The two (2) front pockets will be on-seam pockets. Pocket facings to be made of the basic fabric. The two (2) hip pockets to have an opening of approximately 4 ¾" with an overall width of not more than 5 ¾" as measured from the outside of the triangle bar tacks. The two billy pockets to have an opening of approximately 3 ½" wide with an overall width of not more than 4 ½" as measured from the outside of the triangle bar tacks. The corners of the hip and billy pocket openings shall have sturdy triangle bar-tacks for reinforcing strength. Only the left hip pocket shall have a tab to button.

Waistband

The trouser will incorporate a stretch and grip waistband system made of polyester, spandex, nylon blend with double strip of silicone shirt grip stretch edge control. The waistband shall be constructed using the "closed method" and shall measure not less than 2-1/8" wide when finished. The waistband shell will be bias cut for added stretch. The waistband closure to be accomplished with a crush proof double hook and eye. The double hook and eye shall



be reinforced with stays made of a non-woven fabric that are anchored by the topstitching for the fly facing and curtain. This topstitching must be to the top of the waistband. The waistband must be topstitched 1/16" below the waistband seam for added strength.

Fly

Trouser to have a nylon coil #5 fly zipper with auto lock slider. The right fly below the double hooks shall be lined with the same fabric as the waistband curtain and pocketing. The right and left fly is to be jointed by a bartack located below the bottom zipper stop on the inside of the trouser. There shall be a French fly and button on the inside of the pant.

Belt Loops

There shall be six (6) evenly spaced interlined keystone belt loops with a single straight loop at the center back. Sizes 32 and smaller shall have five (5) loops and sizes 40 and larger shall have nine (9). Belt loops are to be approximately 1-3/4" in total width and double thickness or thicker plus interlining. The loops shall be sewn into the bottom of the waistband and the top of the loops shall be tacked onto the very top of the waistband.

Creases

Trousers shall have front and back permanent creases.

Seaming, Pressing & Finishing

Trouser must be stitched with matching thread. Trouser must be neatly pressed on steam presses and properly shaped. Outseams and inseams must be split (pressed open). Trouser must be cleaned and finished to eliminate loose threads.

Labels

Trouser must have a care label permanently affixed that indicates the manufacturer, lot number, size, fiber content, and care instructions.

**Women's Class A Trousers**

Same specifications as the men's Class 'A' trouser. Women's trousers shall not be a modification of the male trouser and is to be specifically designed for a women's cut and sizing.

**CLASS A SHIRTS, LONG AND SHORT SLEEVE (MEN'S AND WOMEN'S)**

Style

Dress style, meeting the following specifications:

- Top center placket front
- Full cut tapered fit
- Banded collar
- Long sleeves with barrel cuffs
- Extra long shirt tails
- Two (2) mitered, pleated pockets with scalloped flaps without a crease in the flap
- Pencil opening in left pocket
- Hook and loop closure
- Back collar and yoke lined with polyester taffeta or satin
- Box and stitched epaulets tacked at the shoulders on both sides
- Metal badge eyelets

Color: Dark Navy

Fabric: 75% Dacron Polyester / 25% Worsted wool; 10.25-10.75 oz. per linear yard plain weave with 10-12% mechanical filling stretch, 2-ply warp, single-ply filling from Raeford Mill, HMS Mill, Swift Galey, Metcalf Mill or Burlington-Raeford Mills. Able to be cleaned by wash machine and/or professional dry cleaners

### Collar

The shirt collar is to be:

- Made from two layers of shell material and one of woven fusible interlining
- Banded for long sleeve and convertible for short sleeve
- Points are to no exceed 2 ¾" long
- Possess permanent stays to prevent the tips from curling.

### Front

The left front shall have a top center placket. The shirt will have seven (7) buttons and buttonholes on the front; spacing between each will be 3 ½" except the spacing between the neck button and the first button on the front, which will be 3 ¼". Top center placket to have woven interlining. The lining is to be of the same material as shirt. The fronts shall be joined to the yoke so that both raw edges of the yoke are turned under, with the front sandwiched between, and then all three are stitched down with a 1/16" raised stitch.

### Shoulder Straps (Epaulets)

Shoulder straps to be two-piece pointed, ¼" edge stitched and to be set on yoke with leading topstitch conforming with front joining seam. To measure 1 ¾" at sleeve tapering to 1 ½" and set on the collar set seam. Cross-stitched approximately 1" from sleeve seam. Epaulate completely stitched to top of shirt unacceptable.

### Badge Reinforcement

There shall be an external badge tab with two (2) metal eyelets centered above the left pocket. The measurement of the tab shall be 2 ¼" long by 1" wide and centered on the crease. The two (2) eyelets to be spaced approximately 1 ¼" apart as measured from the center of each metal tab. The badge tab shall be sewn to the shirt with the bottom of the tab ¾" above the uppermost point of the left breast pocket.

### Pockets

Two breast patch pockets with mitered, pleated pockets and scalloped flaps, pencil opening in left pocket, hook and loop closure. Pocket to measure 5 ½" wide and 6" deep. Each pocket to have hook Velcro, 1" long by 5/8" wide, positioned on both edges of pocket to correspond with outer scalloped flap points as specified. Velcro to be stitched on all sides and to be sewn through pocket and shirt for added reinforcement. Creases in the pocket and flap are unacceptable.

### Flaps

Two piece scalloped design to measure 5 ½" across and 2 ¾" in depth at center point, 2-½" at sides. Secured to shirtfront approximately ¼" above pocket. Left flap to have invisible pencil opening 1 ½" to correspond precisely with pencil slot of pocket. Flaps to be double topstitched and made from two layers of shell fabric and a layer of Haroflex woven fusible interlining. Under side of the flap to have looped Velcro 1" long by 5/8" wide stitched on all sides, positioned on outer points of both pocket flaps to secure with corresponding Velcro strips on shirt pocket. Each flap shall have a button centered on uncut sewn buttonhole.

### Sleeves

Sleeve to be straight at width-no bias- of one piece shaped at head. Sleeve vent approximately 5 ½" long with top and bottom facings. Top facing shall measure 1 1/8" wide and point blocked at top. The under facing shall be ½" wide.

### Cuffs

Cuffs to measure 2 ¼" in depth with rounded corners (barrel cuffs). Cuffs to have two buttons and corresponding buttonholes set horizontally for adjustment of sleeve opening. Cuffs shall be made from two layers of shell fabric and one of woven fusible interlining.

### Buttons

First grade melamine, 20 ligne, matching shell fabric.

Sewing

All topstitched seams ¼” off the edge. Sleeve inserting and side close felling, safety stitched. Raw edges and runoffs will be cause for rejection.

Thread

All sewing threads to be fast color polyester core polyester wrap to match shell fabric color.

Military Creases

There shall be five sharp stitched military creases on all shirts. One crease on each front to be centered vertically. Front creases shall not be through pockets and flaps. Spacing for three military creases across shirt back to be proportionate to the size of the shirt.

Labels

Long and short sleeve shall have a care label permanently affixed that indicates the manufacturer, lot number, size, fiber content, care instructions.

**Class A Shirt, Long Sleeve**

To come in Men and Women’s Style. Women’s Style shall be the same specifications as men’s long sleeve shirt but in women's cut and sizing

**Class A Shirt, Short Sleeve**

Description:

The dark navy short sleeve shirt is to conform to the description of the men’s long sleeve shirt with the exception of sleeve length and convertible collar style.

Sleeves: Sleeves are to be straight and whole and to have a ¾” top stitched hem and to finish at a minimum of 9½” long from shoulder seam.

To come in Men and Women’s Style. Women’s Style shall be the same specifications as men’s long sleeve shirt but in women's cut and sizing

**GROUP 3: RAIN GEAR**

**Rain Jacket**

- Waterproof, windproof, breathable 3 layer fabric
- Abrasion resistant reflective patch fabric
- Waterproof zippered cargo/hand warmer pockets with flaps & hidden pencil slots
- Double storm flies and chin guard cover front zipper
- Side openings use waterproof zippers for unrestricted access to equipment
- Zippered openings on shoulder patches allow attachment of emblems and provide two additional pockets
- Badge tab; elasticized hook and loop cuffs
- To include Scotchlite Package
- To include DPD provided emblem sewed on front left chest and DENVER POLICE in silver lettering on back

**Rain Pant**

- Waterproof, windproof, breathable 3 layer fabric
- Waterproof leg zippers with tab closures
- Elasticized waistband

- Duty belt attachment loops

### Reversible Raincoat

- Nylon/Polyester waterproof, windproof breathable fabric.
- Completely reversible, one side jet black, the other side fluorescent lime-yellow.
- Reversible Zipper closure and rustproof snap fasteners in storm fly.
- Slash pockets, Mic Tab and badge holders.
- Standup collar with button.
- Silver 3M SCOTCHLITE reflective tape around body and sleeves.
- To include 3" stencil in Black on lime-yellow side "DENVER POLICE" (Unisex fit).
- To come in sizes XS-3XL in Regular (32.5") and Long (49") Lengths

### ITEMS and PRICING:

Item #	Description	Unit Price	MFG	Model No	DD ARO
1	Men's & Women's Trousers Regular Sizes: M 28-54; W 2-24	54.54	Blauer	Men's 8690P61 Women's 8690W61	30
2	Men's & Women's Trousers Larger Sizes: M 54+; W 24+	54.54	Blauer	Men's 8690P61 Women's 8690W61	30
3	Men's & Women's Long Sleeve Shirt Regular Sizes: M 14-18.5; W 2-24	38.76	Blauer	Men's 8450 Women's 8450W	30
4	Men's & Women's Long Sleeve Shirt Larger Sizes: M 14-18.5; W 2-24	38.76	Blauer	Men's 8450 Women's 8450W	30
5	Men's & Women's Short Sleeve Shirt Regular Sizes: M 14-19.5; W 32-46	34.61	Blauer	Men's 8460 Women's 8460W	30
6	Men's & Women's Short Sleeve Shirt Larger Sizes: M 14-19.5; W 32-46	34.61	Blauer	Men's 8460 Women's 8460W	30
11	Rain Jacket	238.50	Blauer	9970-2	30
12	Rain Pant	138.46	Blauer	9972	30
42	Reversible Raincoat, Regular Length : all sizes	79.91	Blauer	233R	30
42b	Reversible Raincoat, Long Length : all sizes	88.44	Blauer	733	30

**FOR MORE INFORMATION CONTACT BUYER, JESSICA SKIBO SIZEMORE,  
[Jessica.sizemore@denvergov.org](mailto:Jessica.sizemore@denvergov.org), 720.913.8110**