


# Master Purchase Order

<b>DO NOT INVOICE TO THIS ADDRESS</b>	 <b>DENVER</b> <small>THE MILE HIGH CITY</small>	Workday™ Supplier Contract No.	SC-00009156	
City & County of Denver		Date:	5/1/2024	Revision No.
Purchasing Division		Payment Terms	Net 30	Resolution <small>(as applicable):</small>
201 West Colfax Avenue, Dept. 304		Freight Terms	FOB DESTINATION	
Denver, CO 80202		Ship Via	Best Way	
United States		Analyst:	Elizabeth Hewes	
Phone: 720-913-8100 Fax: 720-913-8101		Phone:	720-913-8109	

Workday SUP-00018285 Phone: 323-278-1999 Email: ersales@erbadge.com  
 Supplier ID:

The ABY Manufacturing Group, Inc dba Entenmann-Rovin Co. Ship To: As Specified by Agency  
 2425 Garfield Ave. Bill To: As Specified By Agency  
 Commerce, CA 90040

Attn: Joseph Recinos  
 Colorado Secretary of State ID: 20241486797  
 U.S. Federal SAM Registry Verification Date: 4/25/2024

**1. Goods/Services:**

The ABY Manufacturing Group, Inc dba Entenmann-Rovin, a California Company, (“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 Master Purchase Order 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/Renewal:**

The term of this Master Purchase Order shall be from 5/18/2024 to and including 5/17/2027. The City and the vendor may mutually agree to renew and continue this Master Purchase Order for additional two one-year periods at the same pricing structure, terms, and conditions. However, no renewal shall surpass 5/17/2029.

**5. Non-Exclusive:**

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

**6. Inspection and Acceptance:**

Vendor shall perform any services in accordance with the standard of care exercised by highly competent vendors who perform like or similar services. City may inspect all goods/services prior to acceptance. Payment does not constitute acceptance. Vendor shall bear the cost of any inspection/testing that reveal goods/services that are defective or do not meet specifications. City's failure to accept or reject goods/services shall not relieve Vendor from its responsibility for such goods/services that are defective or do not meet specifications nor impose liability on City for such goods/services. If any part of the goods/services are not acceptable to City, City may, in addition to any other rights it may have at law or in equity: (1) make a warranty claim; (2) repair and/or replace the goods or substitute other services at Vendor's expense; or (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 Purchase Order.

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

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

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

**8. Risk of Loss:**

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

**9. Invoice:**

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

**10. Payment:**

Payment shall be subject to City's Prompt Payment Ordinance D.R.M.C. § 20-107, et-seq., after City accepts the goods/services. Any other provision of this Master Purchase Order notwithstanding, in no event shall the City be liable for aggregate payments under this Master Purchase Order in excess of eight hundred, seventy thousand dollars (\$870,000). Vendor acknowledges that any goods/services provided beyond those specifically described in **Exhibit A** are performed at Vendor's risk and without authorization from the City. City's payment obligations hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Master Purchase Order, encumbered by the City after receipt of Vendor's invoice and paid into the Treasury of City. Vendor acknowledges that: (i) City does not by this Master Purchase Order, irrevocably pledge present cash reserves for payments in future fiscal years; and (ii) this Master Purchase Order is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City. City may setoff against any payments due to Vendor any claims and/or credits it may have against Vendor under this Master Purchase Order.

**11. Amendments/Changes:**

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

**12. Warranty:**

Vendor warrants and guarantees to City that all goods furnished under this 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.

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

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

Purchase Order Amount. 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.*

**14. Termination:**

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

**15. Interference:**

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

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

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

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

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

**18. Notice:**

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

**19. Compliance With Laws:**

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

**20. Insurance:**

Vendor agrees to secure, at or before the time of execution of this Master Purchase Order, the following insurance covering all operations, goods or services provided pursuant to this Master Purchase Order. Vendor shall keep the required insurance coverage in force at all times during the term of the Master Purchase Order, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Master Purchase Order. Such notice shall reference the Master Purchase Order listed on the signature page of this Master Purchase Order. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Vendor shall provide written notice of cancellation, non-renewal, and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's Master Purchase Order. Vendor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Master Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of the Vendor. Vendor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Master Purchase Order.

Vendor may not commence services or work relating to this Master Purchase Order prior to placement of coverages required under this Master Purchase Order. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Master Purchase Order shall not act as a waiver of Vendor's breach of this Master Purchase Order or of any of the City's rights or remedies under this Master Purchase Order. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements. For Commercial General Liability, Auto Liability, and Excess Liability/Umbrella (if required), Vendor and sub-contractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees, and volunteers as additional insured. For all coverages required under this Master Purchase Order, Vendor's insurer shall waive subrogation rights against the City. Vendor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Master Purchase Order) procure and maintain coverage as approved by Vendor and appropriate to their respective primary business risks considering the nature and scope of services provided. Vendor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Vendor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate. Vendor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired, and non-owned vehicles used in performing services under this Master Purchase Order.

**21. Severability:**

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

**22. Survival:**

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

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

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

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

Vendor is an independent contractor retained on a contractual basis to perform services for a limited period of time as described in Section 9.1.1E(x) of the Charter of City. Vendor and its employees are not employees or officers of City under Chapter 18 of the D.R.M.C. for any purpose whatsoever. All goods, deliverables, hardware, plans, drawings, reports, submittals and all other documents or things furnished to City by Vendor shall become and are the property of City, without restriction. Ownership rights shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use materials. Software licenses terms may be incorporated herein by an End User License Agreement signed by the Director of Purchasing. Any 'click-wrap' electronic acceptance or other terms and conditions not agreed to in writing by the Director of Purchasing are of no force and effect.

**25. Examination of Records and Audits:**

Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Vendor's performance pursuant to this Master Purchase Order, provision of any goods or services to the City, and any other transactions related to this Master Purchase Order. Vendor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Master Purchase Order or expiration of the applicable statute of limitations. When conducting an audit of this Master Purchase Order, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Vendor to make disclosures in violation of state or federal privacy laws. Vendor shall at all times comply with D.R.M.C. 20-276.

**26. Remedies/Waiver:**

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

**27. No Discrimination in Employment:**

In connection with the performance of work under the Master Purchase Order, the Vendor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Vendor shall insert the foregoing provision in all subcontracts.

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

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

**29. Conflict of Interest:**

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

**30. Advertising and Public Disclosure:**

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

**31. Intellectual Property:**

Any research, reports, studies, data, photographs, negatives or other documents, drawings, or materials (collectively "materials") delivered by Vendor in performance of its obligations under this Master Purchase Order shall be the exclusive property of City. Ownership rights shall include, but not be limited to the right to copy, publish, display, transfer, prepare derivative works, or otherwise use materials. Software license terms may be incorporated herein by an End User License Agreement signed by the Director of Purchasing. Any 'click-wrap' agreement, terms of use, electronic acceptance or other terms and conditions not agreed to in writing by the Director of Purchasing are of no force and effect.

**32. Federal Provisions:**

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

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

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

Vendor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). **CONTRACT WORK HOURS AND SAFETY STANDARDS** Vendor agrees to comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT** Vendor agrees to comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. **CLEAN AIR AND WATER REQUIREMENTS**

Vendor agrees to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et. seq.), and the Clean Water Act (33 U.S.C. 1251 et. seq.). Vendor agrees to report each violation of these requirements to the City and understands and agrees that the City will, in turn, report each violation as required to the appropriate EPA regional office. **ENERGY CONSERVATION REQUIREMENTS** Vendor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (42 U.S.C. 6201) **NO SUSPENSION OR DEBARMENT** Vendor certifies that neither it nor its Principals or any of its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation

in this Agreement by any Federal department or agency. **BYRD ANTI-LOBBYING.** If the Maximum Contract Amount exceeds \$100,000, Vendor must complete and submit to the City a required certification form provided by the City certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any Federal contract grant or any other award covered by 31 U.S.C. 1352. Vendor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

This Master Purchase Order is acknowledged and agreed to by:

<b>Vendor Name:</b>	<b>The ABY Manufacturing Group, Inc</b> <b>dba Entenmann-Rovin Co.</b> <small>(Company Name)</small>	<b>City &amp; County of Denver, Purchasing Division</b>
By:	<u>Michelle Rosenbach</u> <small>(Authorized Signature)</small>	By: <u>Elizabeth Hewes</u>
Print Name:	<u>Michelle Rosenbach</u>	Print Name: <u>Elizabeth Hewes</u>
Title:	<u>Vice President</u>	Title: <u>Senior Procurement Analyst</u>
Date:	<u>5/1/2024</u>	Date: <u>5/6/2024</u>

Procurement Manager: *bdh*

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

**RENEWALS: (OPTIONAL)**

Upon renewal, City procurements shall be made via Purchase Order (PO) under the pricing, terms, and conditions of this MPO.

Invoicing must contain the individual PO number that corresponds with the order. General inquiries, not specific to an individual order, shall reference the SC number.

**Renewal No. 1** \_\_\_\_\_

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

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

**Vendor Name:** The ABY Manufacturing Group, Inc  
dba Entenmann-Rovin Co  
(Company Name)

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

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

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

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

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

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

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

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

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

Note(s)/ amendment(s):

**Renewal No. 2** \_\_\_\_\_

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

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

**Vendor Name:** The ABY Manufacturing Group, Inc  
dba Entenmann-Rovin Co  
(Company Name)

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

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

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

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

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

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

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

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

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

Note(s)/ amendment(s):



EXHIBIT "A"

Vendor: The ABY Manufacturing Group, Inc dba Entenmann-Rovin Co  
Solicitation/ Award Title: Metal Badges  
Solicitation No. /Internal File Reference Location: 0417A - 2024

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**It is recommended that you use your Supplier Contract No. SC-00009156, in all future correspondence and/or other communications.**

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

**A.1 SCOPE OF WORK/ REQUIREMENTS**

It is the intent of the City to purchase metal badge that conform to the best practices known to the trade in design, quality of material, and workmanship. All badges procured as a result of this award shall be standard and of the highest quality and workmanship. The following are general specifications that will apply to all departments metal and embroidered badges.

*Please note, the pictures provided in this Master Purchase Order are for overall appearance example only, the specifications provided shall govern.*

**A.2 GENERAL INFORMATION – BADGES**

**A.2.a GENERAL BADGE DESIGN AND QUALITY CONTROL:**

Badges are to be as described in the individual department sections of this scope but, in general, the styles and designs are to include sturdy, durable, chest badges, hat badges and collar insignia.

- Each badge component must show a clear, undistorted execution, and must be neatly crafted.
- All components of the metal badges are to be double (deep) struck (die casting is not acceptable) to ensure that all details are clearly defined.
- Each metal badge is to be bent and formed individually prior to assembly and must fit together with the tightest tolerances (minimal gaps).
- The chest badge and hat badge shall have the appropriate curvature to conform to the wearer's body and regulation hat.
- Complete badges and collar insignia must be free of production/finishing flaws and defects (flashing, burrs, pits, scratches etc.), and with edges that are smooth and consistent.
- All complete items are to be finished to a highly polished luster and must be delivered in "mint condition" (The mending or repairing of any component is unacceptable).

**A.2.b GENERAL METAL BADGE MATERIAL:**

All badges, hat badges and collar insignia are to be made of first quality metal. All metal components shall be solid silver tone or gold tone color throughout the piece (plating is not acceptable).

**A.2.c CITY SEAL:**

On those badges requiring the City Seal, it must conform to submitted camera ready line art, as provided below. Changes will not be made to the City Seal; this includes the hand drawn lettering in the seal. The seal will be a struck medallion, gold tone in color with color fills. When preparing the die for the seal, some items in the seal such as the: eagle, buildings, sun rays, lettering, key, and tablet outline will be sculpted/struck in full 3-D relief. Other items such as the: smoke, sky and mountains behind the eagle will have raised outlines and may be filled with enamel.



The City and County of Denver seal is the property of the City and County of Denver.

**A.2.d LETTERING AND NUMBERING:**

All letters are to be clearly defined (struck and engraved) and distinct. Some badge components will require de bossed (struck) lettering and others will require applied/flush (engraved and filled) lettering and numbering.

**A.2.e ENAMEL OF METAL BADGES:**

Enamel is to be cloisonné hard-fired jeweler's enamel (Thompson W-10 or approved equal) and will be applied in moist form and then baked at high temperature. All finished enamel surfaces shall be free from holes, pitting, dust contamination or other imperfections. The enamel is not to fade with age.

**A.2.f DATE CODE:**

The manufacturer shall stamp or engrave the firm name or identifying mark and a month and year code on the back of all badges. The same date code will be used on an entire lot regardless of whether the production process extends into another year or not.

**A.2.g FINISHING AND PROTECTIVE FINISH OF METAL BADGES:**

All front surfaces of finished badges and collar insignia are to be polished to a brilliant luster and are to have a satin or brushed finish on the back. Badges are to be coated with a high grade, clear gloss baking enamel or epoxy with a minimum thickness of 1.5 mil. The protective clear coat is not to change (cloud or yellow) with age and must be durable and resistant to abrasions, chipping, and peeling.

**A.2.h JOINT FOR THE PIN:**

The joint for the pin shall be made of 13-gauge metal or heavier and have a large roller type safety catch that will properly align when soldered to the badge. The Joint and catch shall be of matching metal to the badge and all soldered attachments shall be guaranteed for the life of the badge.

**A.2.i WARRANTY:**

All badges, hat badges and collar insignia must carry a lifetime warranty against detachment of safety catches, joints, posts panels and city seals, and for discoloration of cloisonné enamels and clear protective coating. The clear badge finish must be guaranteed against peeling and flaking for a minimum of five (5) years under normal wear.

**Any badges or emblems shipped to the City that are not as specified or ordered, shall be returned to the vendor, at vendor's expense.**

**A.3 SHERIFF DEPARTMENT METAL BADGES:**

The Denver Sheriff's Department (DSD) has custom designed badges in place. The successful vendor will be expected to duplicate (to the satisfaction of DSD) said badges from current badges provided as samples.

All lettering and numbering on all Denver Sheriff shirt and hat badges are to be de-bossed (sunken) with black fill. Roman font is to be used on all rank panels and for numbering. The font on the "DENVER SHERIFF" bezel is specific to the artwork and must not be changed. Each badge will contain a DSD serial number on it.

### A.3.a DSD DEPUTY AND SEREGANT AND COMMAND SHIRT BADGE:

The entire "Deputy" badge is nickel silver in color with a gold tone, full color seal. The Deputy's and Sergeant's badge are the same with the exception of the rank panel which will be gold tone for the Sergeant's badge. The "Command" (Rank Panel: CAPTAIN, MAJOR, DIVISION CHIEF, AND SHERIFF) badge is the same as the Sergeant's and Deputy's badge but entirely gold tone.

The Deputy, Sergeant, and Command badge will be made of a total of six (6) components: Base Circle, Star, "DENVER SHERIFF" Bezel, City Seal, Rank Panel and Pin with Catch.

Dimensions - 2 3/4" diameter circle with centered star

- Star - will be a minimum of 12 gauge in thickness.
- Circle Base - will be a minimum of 14 gauge in thickness.
- Deputy/Sergeant Panel - will be a minimum of 16 gauge in thickness.
- City and County Seal - will be a minimum of 16 gauge in thickness.



### A.3.b DSD HAT BADGE (ALL RANKS):

The hat badge is a smaller version of the shirt badge with the exclusion of the Circle Base. The Deputy Hat Badge is nickel silver in color with a gold tone, full color seal. The Sergeant's Hat Badge is the same as the Deputy's Hat Badge with the exception of the rank panel and lower badge number panel which will be gold tone. The Command Hat Badge is also the same as the Deputy's and Sergeant's hat badge but is to be all gold tone in color. All Hat Badges will be made of a total of five (5) components each: Star, City Seal, Rank Panel, Badge Number Panel and Screw Post back with upper tack peg. The Hat Badge will be curved to the shape of the regulation DSD hat and will have a screw type post and tack type peg for centering and attaching to the hat.

Dimensions - 2 1/2" (Star)

- Star – will be a minimum of 12 gauge in thickness.
- Rank Panel and Badge Number Panels will be a minimum of 16 gauge in thickness.
- City and County Seal – will a minimum of 16 gauge in thickness



**A.3.c DSD COLLAR INSIGNIA FOR DEPUTY AND SERGEANT:**

The Collar Insignia is a rectangular block containing the lettering “DSD”. The lettering and border of the Collar Insignia are raised to the surface and curved vertically. The negative (sunken) areas around the lettering will be filled with black enamel. There will be two clutch back pegs in the back of the Collar Insignia.

Dimensions - 1 ¼” X ½” X 1/4”

- One piece - will match currently used Collar Insignia
- Nickel in color



**A.3.d DSD FLAT BADGE:**

The Deputy and Sergeant Flat Badge is a smaller, flat exact replica of the shirt badge used for permanent insertion in a leather wallet or leather hanging neck I.D. panel (badge on one side with I.D. on the other).

Dimensions – 2 5/16”

- Will require the ranks of Deputy, Sergeant, Captain, Major and Division Chief. Rank of captain and above will be all gold-tone in color.
- This badge may require the additional “RETIRED” panel on the lower part of the star.
- Badge NOT to come in Leather Wallet

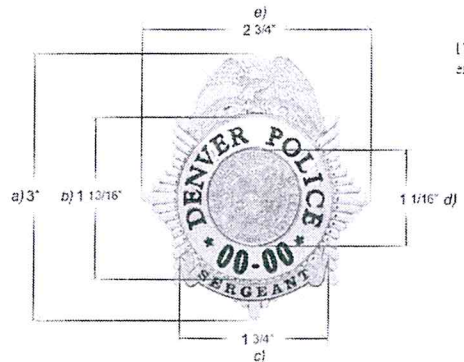
**A.3.e DSD SPECIALTY UNIT AND RETIRED SHIRT BADGES:**

These badges are the same as the Deputy and Sergeant Shirt Badge but require an additional panel on the lower portion of the star with a unit name or title (Honor Guard, Chaplain, Retired, etc.).

**A.4 POLICE DEPARTMENT METAL BADGES:**

**A.4.a DPD PATROLMAN OR POLICE OFFICER BADGE:**

- A. DESIGN & CONSRUCTION: The uniform badge back and plug shall be die struck, constructed of 12 gage metal, uniformly domed where applicable, and without extraneous tool marks. The metal is to be at minimum C75200 Nickel Silver and consist of 65% copper, 17.0% zinc, and 18% nickel, a tensile strength of 56-103 ksi, and yield a tensile strength of 25-90 ksi. See dimensional drawing:



The seal shall be die struck, constructed of 14 gage metal, uniformly domed where applicable and without extraneous tool marks. The metal shall be C42500 brass and consist of 88.5% copper, 2% tin and 9.5% zinc, a tensile strength of 45-92 ksi, yield strength of 18-76 ksi.

The rank ribbon and seal shall be die struck, constructed of 14 gage metal, uniformly domed where applicable and without extraneous tool marks. The metal shall be C42500 brass and consist of 88.5% copper, 2% tin and 9.5% zinc, and a tensile strength of 45-92 ksi, yield strength of 18-76 ksi.

All detail shall be sharp, well defined, free from flashing, and burrs. All edges shall be smooth, uniform, and without excess material. The badge back shall be solid, and a shell back type will not be acceptable. The weight of the badges shall be between 2.8 and 3.1 ounces.

All components shall be attached using silver solder with at least 24% silver content and a melting point between 1250 to 1400 degrees Fahrenheit. A joint and a catch shall be silver soldered onto the reverse side of all uniform badges. A 2-inch stem shall be riveted to the joint. These attachments consist of B.A. Ballou joint part #061051 or equivalent, B.A. Ballou catch part #046802 or equivalent, B.A. Ballou stem part #810533 or equivalent.

The joint, pin, and catch shall be mounted vertically so that they are centered horizontally on the badge and the stem must not protrude more than .125" from the catch.

The dimensions for the uniform badge shall be consistent with the attached dimensional outline drawing and the following.

Dimensions (In Inches +/- .025")

- a) 3.00"
- b) 1 13/16"
- c) - 1 3/4"
- d) - 1 1/16"
- e) - 2 3/4"

- B. **LETTERING & NUMERALS:** The letters contained on the rank ribbon, title banners, and the number panel shall be in a Roman style font. Roman fonts must be consistent with the style in the dimensional drawing, above. All lettering shall be clean cut, distinct, equally spaced and in alignment.
- C. **ENAMEL:** Soft enamel shall be used for the plug and rank ribbon. The enamel must fill all areas. Holes, pitting, imperfections are not acceptable. The enamel colors shall be consistent with the following Pantone Matching System (PMS) colors.

<u>PART DESCRIPTION</u>	<u>PMS NUMBER</u>
PLUG	BLACK
RANK RIBBONS	BLACK

- D. **RANK RIBBON:** The rank ribbon shall be consistent with the following specifications. The title banners are to be enamel letters with a metal background. The ribbons must be die struck. The lettering is to read per attached dimensional drawing. The ranks will be supplied to successful vendor.
- E. **NUMBER PANEL (S):** The number panel shall be consistent with the following specifications. The panels are to be enameled numbers with a metal background. The panels must be die struck. The numbers will be supplied with the contract.

F. **CENTER PLUG:** The center panel shall be consistent with the following specifications. Detail must be consistent with that of the dimensional drawing. All detail shall be proportional and pleasing to the eye. The Department Name banner (DENVER POLICE) and must be contained on the center plug per the attached dimensional drawing.

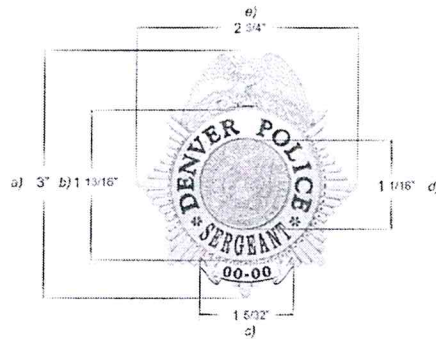
G. **PLATING & FINISH:** The badge back, center plug and rank ribbon shall not be plated. All components shall be a homogenous tone and the same metal color must permeate throughout each component. The front of the badge is to be highly polished. The back of the badge is to have a satin finish. The finish must be impervious to color change.

All badges are to be coated with a clear lacquer of at least 1.5 mils thick. The coating must not change color with age, must be chemical resistant, abrasive resistant, and have durable qualities to protect the badge from the environmental elements.

H. **DATE CODE:** The manufacturer shall stamp or engrave the firm name or identifying mark and a month and year code on the back of all badges. The same date code will be used on an entire lot regardless of whether the production process extends into another year.

**A.4.b DPD SERGEANT'S, LIEUTENANT'S, AND COMMAND BADGES:**

The badge shall be identical to the Patrolman badge with the rank defined and gold tone for Lieutenant and above. The specific badge rank will be defined at time of order. See dimensional drawing:



**A.4.c DPD SPEICAL RANK DENVER POLICE OFFICER BADGE:**

The Special Rank Badge design, size, style, alignment, spacing of letters/numbers, catches and pins, and all other details of appearance and construction as the Patrolman's Badge.

**A.4.d DPD CAP BADGES:**

A. **DESIGN:** The overall design, size and style, alignment, spacing of letters, soldering of posts and all other details of appears and construction are to confirm to specifications listed herein. All details of the cap piece are to be sharp and defined in appearance.

B. **CONSTRUCTION:** Cap pieces are to be die struck from 14-gauge gold tone and silver tone metals depending upon the individual piece. All pieces are to be free of flashing and burrs. All edges of the pieces shall be smooth and uniform without excess material.

C. **SEAL:** To be the same size and quality as what is used in the breast badge.

D. **DOMED:** All cap pieces shall be domed to conform to the general contour of the cap front.

E. POSTS: A single post and spur are to be the method used for attachment (Two cap attachments per cap.) Posts are to be silver soldered to the reverse side of the cap piece with #2 silver solder or better.

A.4.d.1 DPD PATROLMAN/OFFICER HAT BADGE:

The piece is to measure 2- 1/2” in height and 1-7/8” at widest point. The City seal shall measure 1-1/32” in diameter and be stamped from 16-gauge metal. The letter height is to measure 3/8.” The piece is to read on top of the seal “DENVER” and below the seal read “POLICE.”



A.4.d.2 DPD SERGEANT’S, LIEUTENANT’S, AND COMMAND STAFF HAT BADGE:

The piece is to measure 2- 1/2” in height and 1-7/8” at widest point. The City seal shall measure 1-1/32” in diameter and be stamped from 16-gauge metal. The letter height is to measure 3/8.” The piece shall have two banners to read on top of the seal “RESPECTIVE RANK” and below the seal read “POLICE.”

The Sergeant’s Hat Badge is to be of silver tone with Black enamel letters and ring around seal and read “SERGEANT” in the rank banner.

The Lieutenant’s Hat Badge is to be of gold tone with Black enamel letters and ring around seal and read “SERGEANT” in the rank banner.



For the Command staff hat pieces, to be the same color as the Lieutenant’s but with the appropriate rank spelled out on the piece. (e.g., Chief, Captain...)



**A.4.e DPD CHEST FLAT BADGES:**

The Denver Police Officers have the option to order their issued badge with the following options:

- Flat in a black leather wallet
- Flat on a black leather piece with a belt clip
- Flat in a notepad

The Badge shall be of the same specifications as the breast badges above with the following exceptions:

SHAPE – Flat  
ATTACHMENT – None

**A.4.f DPD LUCITE ENCASEMENT BADGE:**

The Denver Police Department provides Honorary Badges to individuals as gifts. The badge ordered should duplicate the specific design and rank outlined above but be encased in a 3 ½” wide by 5” high by 1” deep with or without color background Lucite case.

**A.5 FIRE DEPARTMENT (DFD) METAL BADGES:**

- A. CONSTRUCTION – Is to be of six-piece die struck construction. All badges to be free of flashing and burrs. All edges of the badge shall be smooth and uniform. All badges shall have a slight curvature to allow it to conform to the officer’s body.
- B. ENAMEL PROCESS – A double enamel process is required to reduce the effects of the high heat environment common to firefighting.
- C. BADGE SIZE - The length from the eagle’s neck to tip is approximately 3-3/16” and approximately 2-5/16” wide.



- D. LETTERING – All letters are to be clean-cut and distinct, and the end-result is flush with the ribbon the wording is placed. Spacing between each letter shall be equal and even. Numbers and lettering are to be in the Roman style, and the same size in height and width as required in the individual badge specifications.

**A.5.a DFD CHEST (BREAST) BADGES:**

The back piece is embossed with an eagle on top. The middle layer contains the DFD centerpiece (seal) and 4 ribbon pieces. Two rows of ribbons are to be placed above the seal and the last two below the seal. The top ribbon is used to indicate the rank. Lettering colors, finishes and centerpieces (seals) are as follows:



Denver Fire Rank (approved lettering)	Finish/Type	Attachment	Lettering	Centerpiece
E.M.T.	Silver/Breast	Pin	Black	Star of Life
Denver Fire Dept.*	Silver/Breast	Pin	Black	Ladder, 2 Horns, 2 Staffs, Fireman's Hat
Firefighter**	Silver/Breast	Pin	Black	Ladder, 2 Horns, 2 Staffs, Fireman's Hat
Senior Firefighter	Silver/Breast	Pin	Black	1
Engineer	Silver/Breast	Pin	Black	Old Fire Truck (Steamer)
Lieutenant	Silver/Breast	Pin	Red	1 Parallel Horn
Captain	Silver/Breast	Pin	Blue	2 Parallel Horn
Asst Chief	Gold/Breast	Pin	Black	3 Bugles
Commander	Gold/Breast	Pin	Black	1 Star
Division Chief	Gold/Breast	Pin	Black	4 Bugles
Deputy Chief	Gold/Breast	Pin	Black	4 Bugles
Chief	Gold/Breast	Pin	Black	5 Bugles
Master Mechanic	Gold/Breast	Pin	Black	Fire Engine
Asst Mechanic	Gold/Breast	Pin	Blue	Fire Engine
Mechanic	Silver/Breast	Pin	Black	Fire Engine
Fire Sys Tech Spec	Silver/Breast	Pin	Black	Fist/Bolts
Asst Superintendent	Gold/Breast	Pin	Blue	Fist/Bolts
Superintendent of Fire Alarm	Gold/Breast	Pin	Black	Fist/Bolts
Investigator	Silver/Breast	Pin	Black	City Seal
Investigator Lieutenant	Silver/Breast	Pin	Red	City Seal
Investigator Captain	Silver/Breast	Pin	Blue	City Seal
Honor Guard	Silver/Breast	Pin	Black	City Seal
Christian Chaplain	Gold/Breast	Pin	Black	1 Cross
Jewish Chaplain	Gold/Breast	Pin	Black	1 Star of David

\*This badge is used for Probational Firefighter.

\*\*The badge Centerpiece is only a number 1.

A. **LETTERING:** To be in Gothic block letters. The top ribbon to read "RANK" (1/4" lettering.) The second ribbon to read "DENVER" (3/16" tall letters.) The third-row reading "FIRE DEPT." in lettering that is just short of being 1/4" tall. The fourth ribbon has the word "COLO." in letters that are approximately 3/16" high.

Top Panel: RANK  
 Second Panel: DENVER  
 Center Piece: (See Above)  
 Third Panel: FIRE DEPT.  
 Number Panel: COLO. (Optional 00000 Numbers)

**A.5.b DFD HAT BADGES (CAP BADGES):**

A. DESIGN: The overall design, size and style, alignment, spacing of letters, soldering of posts and all other details of appearance and construction are to conform to specific designs on file in the DFD. See hat pieces below. All details of the piece are to be sharp and defined in appearance.

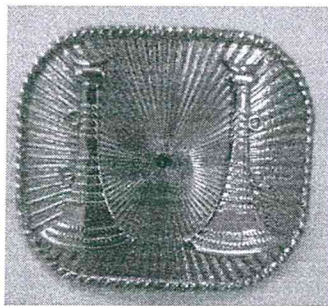
**DFD Firefighter Cap Badge**



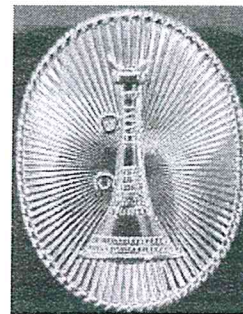
**DFD Chief Cap Badge**



**DFD Captain Cap Badge**



**DFD Lieutenant Cap Badge**



B. CONSTRUCTION: Cap pieces are to be die struck from 14-gauge gold tone and silver tone metals depending upon the individual piece. All pieces are to be free of flashing and burrs. All edges of the pieces shall be smooth and uniform without excess material. The badges are of 2-piece construction.

C. CENTERPIECE (SEAL): To be the same size and quality as what is used in the breast badge.

D. LETTERING: All letters shall be clean cut and distinct. The spacing between the letters shall be equal and even, and in absolute alignment. All letters are to be the same height and width. The letters are to be block style.

E. DOMED: All cap pieces shall be domed to conform to the general contour of the cap front.

The hat piece reflects the rank of the officer's breast badge and usually consists of an approved picture (centerpiece) ranking approved by DFD:

<b>DFD RANK</b>	<b>FINISH</b>	<b>Attachment</b>
E.M.T.	Silver/ Hat (Cap Piece)	Post/Peg
Probational Firefighter	Silver/ Hat (Cap Piece)	Post/Peg
Firefighter	Silver/Hat (Cap Piece)	Post/Peg
Engineer	Silver/Hat (Cap Piece)	Post/Peg
Lieutenant	Silver/Hat (Cap Piece)	Post/Peg
Captain	Silver/Hat (Cap Piece)	Post/Peg
Assistant Chief	Gold/Hat (Cap Piece)	Post/Peg
Commander	Gold/ Hat (Cap Piece)	Post/Peg
Division Chief	Gold/Hat (Cap Piece)	Post/Peg
Deputy Chief	Gold/Hat (Cap Piece)	Post/Peg
Chief	Gold/Hat (Cap Piece)	Post/Peg
Master Mechanic	Gold/Hat (Cap Piece)	Post/Peg
Mechanic	Silver/Hat (Cap Piece)	Post/Peg
Assistant Master Mechanic	Gold/Hat (Cap Piece)	Post/Peg
Fire Sys Tech Spec	Silver/Hat (Cap Piece)	Post/Peg
Assistant Superintendent	Gold/Hat (Cap Piece)	Post/Peg
Superintendent of Fire Alarm Investigator	Gold/Hat (Cap Piece)	Post/Peg
Investigator	Silver/ Hat (Cap Piece)	Post/Peg
Investigator Lieutenant	Silver/ Hat (Cap Piece)	Post/Peg
Investigator Captain	Silver/ Hat (Cap Piece)	Post/Peg
Honor Guard	Silver/ Hat (Cap Piece)	Post/Peg
Christian Chaplain	Gold/ Hat (Cap Piece)	Post/Peg
Jewish Chaplain	Gold/ Hat (Cap Piece)	Post/Peg

**A.5.c DFD RETIREMENT BADGES:**

Same specifications as the breast badges above with the following exceptions:

A. ATTACHMENT: NONE

B. LETTERING: Same as Above for Ranked Firefighters, or for Retirement: To be in Gothic block letters. The top ribbon to read respective "RANK" (1/4" lettering.) The second ribbon to read "DENVER" with (3/16" tall letters.) The third row reading "FIRE DEPT." in lettering that is just short of being 1/4" tall. The fourth ribbon has the word "RETIRED" in letters that are approximately 3/16" high.

Top Panel:	RANK
Second Panel:	DENVER
Center Piece:	(See Above)
Third Panel:	FIRE DEPT.
Number Panel:	RETIRED

**All active flat badges shall come with a belt clip holder and all retirement badges shall be encased in a BLACK LEATHER WALLET.**

**A.5.d DFD SPECIALTY BADGES:**

The Denver Fire Department may order specialty badges as needed, (e.g., Probational Firefighter.) All specifications are the same as the breast badges above with the only exception, the overall size of badge, slightly smaller.

**A.6 POST AWARD PRE-PRODUCTION SAMPLES:**

The successful vendor will be asked to provide within thirty (30) working days of the award an exact production sample of the awarded badges and/or emblems for all awarded items. The successful vendor shall work with each agency to secure exact color matches. These production samples will be provided to the requestor at no extra cost and will be used to judge the quality of badges and/or emblems throughout the life of the contract. All samples provided to City become the City's property and will not be returned to the vendor. Vendors are responsible for maintaining the quality of the badges and/or emblems that they are providing. Badges and/or emblems will be compared to the production sample upon delivery for acceptance or rejection. The cost of the rejected badges and/or emblems will not be passed on to the City.

**A.7 CUSTOMER SERVICE:**

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

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

Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Customer Service Representative: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_

**A.8 REPORTING:**

The successful vendor(s) shall be required to provide the following reports to the requesting City Agency:

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

Additionally, Management reports will be required, the successful 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 shipped for a given period
- Size of each item shipped for a given period
- Date ordered

**A.9 F.O.B. POINT:**

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

**A.10 DELIVERY CONSIDERATIONS:**

When a date is set for the delivery of merchandise or the performance of work, said merchandise must be delivered or work performed in accordance with the specifications or description herein contained on or before said date, or the order to the delinquent party may be cancelled and awarded to the next lowest vendor. In such case, the City and County will have the right to buy such articles at market prices for immediate delivery, and an excess in cost of same over price named hereon is to be paid by the vendor under this contract or deducted from any money due or hereafter coming to him.

Delivery is of the essence. vendor will be required to deliver all items within 30-45 calendar days after issuance of Purchase Order; failure to do so may result in the cancellation of purchase order or contractual agreement.

**A.11 EMERGENCY PURCHASES:**

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

**A.12 VENDOR PERFORMANCE MANAGEMENT:**

The Purchasing Department may 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.

**A.13 COOPERATIVE PURCHASING:**

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

Vendor(s) must contract directly with any interested governmental agency concerning the matters within this Master Purchase Order.

**A.14 PRICING:**

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

Item No.	Description	Unit Price	Manufacturer	Model No.
<b>GROUP 1: METAL DSD BADGES</b>				
1	Chest Badge, Deputy & Sergeant	\$95.00	Entenmann-Rovin Co.	1712-317/D5CP5
2	Chest Badge, Sergeant Only with Lead Time of 7 Calendar Days	\$190.00	Entenmann-Rovin Co.	1712-317/D5CP5
3	Chest Badge, Command Officer	\$95.00	Entenmann-Rovin Co.	1712-317/D5CP5
4	Chest Badge, Command Officer with a Lead Time of 7 Calendar Days	\$190.00	Entenmann-Rovin Co.	1712-317
5	Hat Badge, All Ranks	\$85.00	Entenmann-Rovin Co.	316
6	Collar Insignia, All Ranks	\$21.00	Entenmann-Rovin Co.	DSD BAR
7	Flat Badge in Wallet, Deputy/Sergeant	\$110.00	Entenmann-Rovin Co.	1712-317
8	Chest Badge, Specialty Unit/Retired	\$95.00	Entenmann-Rovin Co.	1712-317
<b>GROUP 2: METAL DPD BADGES</b>				
9	Chest Badge, Silver Patrolman - with Pin	\$95.00	Entenmann-Rovin Co.	DPC
10	Chest Badge, Silver Patrolman - Flat	\$85.00	Entenmann-Rovin Co.	DPC
11	Chest Badge, Silver Patrolman - on Leather Back with Belt Clip	\$105.00	Entenmann-Rovin Co.	DPC/
12	Chest Badge, Silver Patrolman - in NotePad	\$110.00	Entenmann-Rovin Co.	DPC
13	Chest Badge, Silver Patrolman - in Leather Wallet	\$110.00	Entenmann-Rovin Co.	DPC
14	Chest Badge, Gold Badge (Sgt, Lt, Command) - with Pin	\$95.00	Entenmann-Rovin Co.	DPC
15	Chest Badge, Gold Badge (Sgt, Lt, Command) - Flat	\$85.00	Entenmann-Rovin Co.	DPC
16	Chest Badge, Gold Badge (Sgt, Lt, Command) - on Leather Back with Belt Clip	\$105.00	Entenmann-Rovin Co.	DPC
17	Chest Badge, Gold Badge (Sgt, Lt, Command) - in NotePad	\$110.00	Entenmann-Rovin Co.	DPC
18	Chest Badge, Gold Badge (Sgt, Lt, Command) - in Leather Wallet	\$110.00	Entenmann-Rovin Co.	DPC
19	Hat Badge, Patrolman	\$85.00	Entenmann-Rovin Co.	A2
20	Hat Badge, Sgt., Lt., and Command	\$82.00	Entenmann-Rovin Co.	366
21	Lucite Encasement Badge	\$275.00	Entenmann-Rovin Co.	L-1
<b>GROUP 3: METAL DFD BADGES</b>				
22	Chest Badge, all Ranks	\$95.00	Entenmann-Rovin Co.	154
23	Hat Badge, all Ranks	\$69.00	Entenmann-Rovin Co.	366/310/300-2CH/300-OVAL
26	Specialty Badges - Probational Firefighter	\$95.00	Entenmann-Rovin Co.	153