

Master Purchase Order

DO NOT INVOICE TO THIS ADDRESS		Workday™ Supplier Contract No. SC-00010864	
City & County of Denver		Date:	11/26/2025
Purchasing Division		Payment Terms	Net 30 Resolution (as applicable):
201 West Colfax Avenue, Dept. 304		Freight Terms	FOB DESTINATION
Denver, CO 80202		Ship Via	Best Way
United States		Analyst:	Eizabeth Hewes
Email: central.purchasing@denvergov.org https://www.denvergov.org/Government/Agencies-Departments-Offices/Agencies-Departments-Offices-Directory/General-Services/Purchasing-Division/Contact-Information		Email:	Elizabeth.hewes@denvergov.org



Workday Supplier ID: SUP-00009881 Phone: 720-217-1942

Email: cburklund@skaggscompanies.com

Skaggs Companies, Inc.
3615 S Redwood Rd
West Vally City, UT 84119

Ship To: As Specified By Agency

Bill To: As Specified By Agency

Attn: Chris Burklund

Colorado Secretary of State ID: 20141063287

U.S. Federal SAM Registry Verification Date: 11/26/2025

1. Goods/Services:

Skaggs Companies, a Colorado Corporation, ("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**.

4. Term/Renewal:

The term of this Master Purchase Order shall be from date of City signature to and including 12/1/2026. General Services and the vendor may mutually agree to renew and continue this Master Purchase Order for additional periods at the same pricing structure, terms, and conditions. However, no renewal shall surpass 11/30/2030.

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 one million, five hundred thousand dollars (\$1,500,000). 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 with the City 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 the Executive Director of General Services or his/her delegate. 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 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. 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. Accessibility and ADA Website Compliance:

Vendor shall comply with, and the products and services provided under this Agreement shall be in compliance with, all applicable provisions of §§ 24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established pursuant to Section § 24-85-103 (2.5), C.R.S. (collectively, the "Guidelines"), to the extent required by law. Vendor shall also comply with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

33. 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:

Vendor Name: Skaggs Companies, Inc.
(Company Name)

City & County of Denver, Purchasing Division

By: Chris Burkland
(Authorized Signature)

By: _____

Print Name: Chris Burkland

Print Name: Elizabeth Hewes

Title: Sales Representative

Title: Senior Procurement Analyst

Date: 12/4/2025

Date: 12/15/2025

Procurement Manager: Glass, Charise - DEN
Digitally signed by Glass, Charise - DEN
Date: 2025.11.26 12:48:49 -07'00'

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

RENEWALS/REVISIONS:
Upon renewal, City procurements shall be made via Purchase Order (PO) under the pricing, terms and conditions of this MPO except as specifically noted as a revision (as applicable).

Renewal/Revision No. 1

This Master Purchase Order (MPO) expires on _____.

Should Vendor desire to renew this contract to and including _____ and revise the aggregate amount to \$ _____, please return this page with an authorized Vendor signature.

(only add/use as applicable for future renewals if none indicate ‘Not Applicable’)

Note(s)/revisions(s):

Vendor Name:	Skaggs Companies, Inc.	City & County of Denver, Purchasing Division
	(Company Name)	
By:		By:
	(Authorized Signature)	
Print Name:		Print Name:
Title:		Title:
Date:		Date:

Federal SAMs re-verification date (save to renewal file):

Renewal/Revision No. 2

This Master Purchase Order (MPO) expires on _____.

Should Vendor desire to renewal this contract to and including _____ and revise the aggregate amount to \$ _____, please return this page with an authorized Vendor signature.

Note(s)/ revisions(s):

Vendor Name: Skaggs Companies, Inc.
(Company Name)

City & County of Denver, Purchasing Division

By: _____
(Authorized Signature)

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Federal SAMs re-verification date (save to renewal file):

Renewal/Revision No. 3

This Master Purchase Order (MPO) expires on _____.

Should Vendor desire to renewal this contract to and including _____ and revise the aggregate amount to \$ _____, please return this page with an authorized Vendor signature.

Note(s)/ revisions(s):

Vendor Name: Skaggs Companies, Inc.
(Company Name)

City & County of Denver, Purchasing Division

By: _____
(Authorized Signature)

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Federal SAMs re-verification date (save to renewal file):

Renewal/Revision No. 4

This Master Purchase Order (MPO) expires on _____.

Should Vendor desire to renewal this contract to and including _____ and revise the aggregate amount to \$ _____, please return this page with an authorized Vendor signature.

Note(s)/ revisions(s):

Vendor Name: Skaggs Companies, Inc.
(Company Name)

City & County of Denver, Purchasing Division

By: _____
(Authorized Signature)

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Federal SAMs re-verification date (save to renewal file):

EXHIBIT "A"

Vendor: Skaggs Companies, Inc.
 Solicitation/ Award Title: Denver Police Department Uniforms and Accessories
 Solicitation No. /Internal File Reference Location: 0166A

It is recommended that you use your Supplier Contract No. SC-00010864, in all future correspondence and/or other communications.

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

DPD uniforms are managed by Uniform Supply Personnel and shipment of all items directly to the Denver Police Uniform Supply.

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

The individual garments and products are described in Section A.8 of this Master Purchase Order. The sections listed below are the terms the City feels affect the pricing of those items.

A.1 VENDOR RESPONSIBILITIES

1. Meet with Purchasing Department Representative (Purchasing), Department of Safety Finance Representative, and Police Representative quarterly.
2. Provide reports as needed
3. Measure recruits at Police Academy for every recruit class.
 - i) Measurements will be at the local store.
 - (1) Vendor may stay open after hours for measurements
 - (2) The City will not pay extra if the store stays open after hours to measure the recruits.
 - ii) Vendor will work with Police Academy Representative for scheduling.
4. Provide exceptional customer service to all City employees who come into the store, regardless of their title or rank.
5. Will only sell DPD personnel the items listed in this Master Purchase Order.
 - i) If DPD personnel wishes to purchase one or more items that is not on contract, the vendor will take payment at time of purchase. Vendor will not bill City for non-contracted items.
 - ii) Vendor may provide DPD personnel City discounted items on non-awarded contract.

A.2 STOCK ITEMS:

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

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

A.3 DEFECTIVE MATERIAL:

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

A.4 LABORATORY TESTING:

In the event materials shipped to the City as outlined herein indicate substandard specifications in a qualitative or quantitative manner, the City reserves the right to have a laboratory test made. If material is found to be deficient, the vendor shall be required to pay all costs of testing. If the materials are found to meet specifications, the City shall pay all costs.

A.5 SERVICE CREDITS:

If the vendor fails to deliver the supplies or perform the services within the time specified in his/her contract, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the vendor shall pay to the City as fixed, agreed and service credits for each calendar day of delay, the amount of \$2.00/day per item that the order is late, not to exceed 20% of order total, deducted from the invoice. The City may terminate this contract in whole or in part as provided in the "Default" provision. In that event, the vendor shall be liable for such service credits accruing until such time as the City may reasonably obtain delivery or performance of similar supplies and services. The vendor shall not be charged with service credits when the delay arises out of causes beyond the control and without the fault or negligence of the vendor.

A.6 CUSTOMER SERVICE:

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

These persons shall be available to meet, locally OR via conference call, prior to contract commencement and on a quarterly basis, or as requested. All costs associated with providing the necessary customer service and support shall be the responsibility of vendor. If the Account Manager changes during the period of this Master Purchase Order, Vendor is required to inform Purchasing and DPD's representative within 1 week of the change.

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

A.7 REPORTING:

Vendor shall be required to provide the following reports to the DPD Uniform Supply Personnel:

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

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

A.8 UNIFORM AND ACCESSORIES DESCRIPTION

The numbered items below correspond to the numbers on the pricing sheet.

A.8.a GROUP 1: MEN'S UNIFORM TROUSERS and SHIRTS

The DPD will accept Trousers and Shirts that meet the manufacturer's model number only. No substitutions allowed.

A.8.a.1 MEN'S CLASS A TROUSERS

Men's Class A Trouser

Standard DPD Size Range:

- Men's: even waist sizes 28 - 54; odd sizes 31 – 39

1. DPD Trousers: Blauer 8677
2. DPD Trousers: Blauer 8674
3. DPD Trousers: Blauer 8666

A.8.a.2 MEN'S CLASS A SHIRTS, LONG AND SHORT SLEEVE

Men's Class A Shirt, Long Sleeve

4. DPD Long Sleeve Shirts: Blauer 8681
5. DPD Long Sleeve Shirts: Blauer 8671

Men's Class A Shirt, Short Sleeve

6. DPD Short Sleeve Shirts: Blauer 8686
7. DPD Short Sleeve Shirts: Blauer 8676

A.8.a.3 MEN'S CLASS B SHIRTS, LONG AND SHORT SLEEVE

Men's Class B Base Shirt, Long Sleeve

8. DPD Long Sleeve Base Shirts: Blauer 8361

Men's Class B Base Shirt, Short Sleeve

9. DPD Short Sleeve Base Shirts: Blauer 8362

A.8.b GROUP 2: WOMEN'S UNIFORM TROUSERS and SHIRTS

The DPD will accept Trousers and Shirts that meet the manufacturer's model number only. No substitutions allowed.

A.8.b.1 WOMEN'S CLASS A TROUSERS:

Women's trousers shall not be a modification of the male trouser and are to be specifically designed for a women's cut and sizing.

Women's Class A Trousers

10. DPD Women's Trousers: Blauer 8677W
11. DPD Women's Trousers: Blauer 8674W
12. DPD Women's Trousers: Blauer 8666W

A.8.b.2 **WOMEN'S CLASS A SHIRTS, LONG AND SHORT SLEEVE**

Women's shirts shall not be a modification of the male shirt and is to be specifically designed for a women's cut and sizing.

Women's Class A Shirt, Long Sleeve

13. DPD Long Sleeve Shirts: Blauer 8681W

Women's Class A Shirt, Short Sleeve

14. DPD Long Sleeve Shirts: Blauer 8671W

Women's Class A Shirt, Short Sleeve

15. DPD Short Sleeve Shirts: Blauer 8686W
16. DPD Short Sleeve Shirts: Blauer 8676W

Women's Class B Base Shirt, Long Sleeve

17. DPD Long Sleeve Base Shirts: Blauer 8361W

Women's Class B Base Shirt, Short Sleeve

18. DPD Short Sleeve Base Shirts: Blauer 8362W

A.8.c **GROUP 4: OUTER WEAR**

A.8.c.1 **Winter Base Shirt (worn under outer vest carrier)**

These shirts are designed to function as a weather resistant option for Officers electing to wear an outer carrier ballistic vest. The base shirt needs to provide water-resistant fabric and lined with a fleece material on the collar, shoulders, yoke, and along the sleeves. It needs to include hand warming pockets along the shoulders to be accessed under the vest.

- Dual handwarmer pockets at shoulders let you use your body heat to keep your hands warm
- Two pen pockets on L cuff let you get to writing instruments more easily
- Bonded fleece interior shuts out the cold, still lets sweat evaporate
- Anti-odor stretch mesh on torso resists abrasion

31. Blauer Flexheat Winter Base Shirt 8374

A.8.c.2 **Reversible Duty Coat System**

The below coat is to be ANSI Class III, providing visibility when necessary and be reversible to have an inner black shell option. It is to be waterproof and windproof as it will be worn by motorcycle and highway officers at minimum. Coat design shall be such to provide ability to embroider or sew on badges, rank insignia, name and badge number without interference from seams, patches, tags or zippers. Embellishments: DPD Badge provided Patch sewn onto Shell on both the Black AND ANSI Lime Yellow side on front left chest and DENVER POLICE in silver Scotchlite 3" x 11.5" lettering on back.

- Waterproof, windproof, breathable protection
- ANSI Class III lime yellow visibility to include Scotchlite Package, with reversible black interior

- Zippered cargo/hand warmer pockets
- Side openings use waterproof zippers for unrestricted access to equipment
- Concealable hood that zips into collar, with one side being of same ANSI III
- Elasticized cuffs

32. Reversible Duty Coat (Traffic / Highway / Motorcycle Officers)

- a) Blauer Hi Vis Supershell # 9970V
- b) Inner Shell Blauer Softshell Fleece Jacket # 4670

33. Heat Transfer Lettering To read line 1 'DENVER' and line 2 'POLICE'

A.8.d GROUP 6: DUTY GEAR

A.8.d.1 [Rapid Containment Baton and Holster](#)

41. Batons

- a) Peacekeeper RCB Expandable 26" Baton in Black Zinc Nextorch NEX-N26C
- b) Peacekeeper Plain Secure-Lock Rotational Holster for 26" Baton Nextorch V72

A.8.e GROUP 8: CROWD CONTROL GEAR

A.8.e.1 [Upper Body and Shoulder Protection Gear](#)

- Design/Intent: The contoured design upper body and shoulder protection gear must be made of durable dual system consisting of a minimum 3mm polyurethane hard shell for protection against blunt force trauma and a L2500 EVA foam on the interior. The shoulder pads must have hard-shell plastic with durable foam on inside and have adjustable shoulder straps. Padding should be a moisture-wicking fabric for added comfort. Should also have commercial-grade adjustable straps, hook and loop closures and fasteners. Gear must have a spot to attach, via hook and loop, reflective POLICE labels to the front and rear.

56. Body and Shoulder Protection

- a) Body and Sholder Protection Damaskas Gear DAMDFX2
- b) Body camera attachment piece - MOLLE Panel Kit -black – Damaskas DAMMP1
- c) Assembly tool for body camera attachment piece – MOLLE Panel Assembly tool kit – black/silver – Damaskas DAMMP1-TK

A.8.e.2 [Forearm Protectors](#)

- Design/Intent: Designed to work with the above upper body and shoulder protection piece. Must shield entire forearm from the wrist to the elbow with the same dual system of a hard polyurethane and EVA Foam to protect from blunt force trauma and be adjustable with Commercial-grade adjusters with hook and loop fasteners.

57 Elbow and Forearm Protector Damaskas Gear DAMDFA30

A.8.e.3 [Hard-Shell Shin Guards](#)

- Design/Intent: Must have built-in kneepads made of hard polyethylene shells with interior leg brace support. Should also include adjustable, removable foot protectors, three hook and loop elastic straps on the backside of the leg and must be black

58 Hard-Shell Shin Guards Damaskas gear DAMDSG100

A.9 F.O.B. POINT:

Prices quoted shall be F.O.B. Destination and delivered, as required, to the Denver Police Department Uniform Supply, 1331 Cherokee Street, Denver, CO 80204 or other City address as directed at order time. Uniforms or accessories are NOT to be delivered to personal addresses.

A.10 DELIVERY CONSIDERATIONS:

Deliveries are to be made as soon as possible after orders are placed and are required within a 30-calendar day period. Vendors proposing products not carried in stock as a policy for immediate delivery should not submit proposal on such items.

All deliveries shall be made between the hours of 8AM and 4PM, Monday through Friday, excluding holidays.

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

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

A.11 VENDOR PERFORMANCE MANAGEMENT:

The Purchasing Department may administer a vendor performance management program as part of this contract. 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. Purchasing Department will require a quarterly meeting Vendor to review the account.

Vendor may be required to furnish a performance report to the analyst on a quarterly basis, providing information that may include but is not limited to:

FOR GOODS

- Total dollar value of purchases per City Agency
- Total number of transactions per City Agency
- Percentage of items shipped from local stock
- Percentage of items backordered
- Average delivery time for stock material
- Average delivery time for backorders

Supplier may also be required to provide additional specific reporting/data as required.

A.12 COOPERATIVE PURCHASING:

The City 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 supports such cooperative activities. Further, it is a specific requirement of this agreement that pricing offered herein to the City 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 agreement.

A.13 ENVIRONMENTAL MANAGEMENT SYSTEM, ENVIRONMENTAL POLICY, AWARENESS, AND COMPLIANCE

Some City operations can pose risks to human health and the environment. Proactive environmental management can reduce risk and prevent harm. The Denver Environmental Performance Program (DEPP) is the City's ISO 14001 Environmental Management System (EMS). The DEPP ensures all aspects of City operations with the potential to cause environmental impacts are proactively managed. The DEPP reinforces the City's position that the City's business partners are aware of the City's Environmental Policy, and are responsible for supplying goods and services in a manner consistent with this policy. The DEPP also requires business partners ensure the competency of their staff with respect to the environmental impacts of their duties.

The Environmental Policy of the City & County of Denver, may be found at:

<https://denvergov.org/files/assets/public/v/2/public-health-and-environment/documents/eq/2024-denver-environmental-policy.pdf>

All City business partners are required to comply with federal, state, and local environmental regulations. The DEPP requires all City business partners to be aware of the impacts their products and services have on the environment and implement practices to minimize impacts, prevent pollution, and align outcomes with the City's environmental performance goals.

The Contractor shall provide products and services under this agreement consistent with the City's Environmental Policy and any environmental performance goals identified by the agency for whom the contractor is performing work.

A.13.a Environmentally Preferable Purchasing (EPP) Guidance

The City defines Environmentally Preferable products and services as those having a lesser or reduced effect on human health and the environment when compared with competing products and services serving the same purpose. The City's EPP evaluation may extend to materials of manufacture, packaging, transport, recycled content, energy consumption, local recyclability, waste disposal, and other factors.

Vendors are encouraged to describe any EPP attributes of the goods or services they offer to the City. Applicable EPP considerations may factor in product and service evaluations.

A.14 PRICING:

All prices quoted shall be firm and fixed for the initial 12 months of the agreement.

Due Dates for Yearly Pricing Updates

PRICING UPDATE REQUEST DUE DATE	UPDATED PRICING PERIOD FOLLOWING DUE DATE
October 1 st	January 1 through December 31

Pricing updates must be based upon documented manufacturer's price increases and must be verifiable (e.g., letter from the manufacturer(s), market indexes, and etcetera).

Vendor must provide a complete template that includes both items with price changes as well as items where changes are not requested. Items with price increases must be clearly identified.

Vendor shall have the capability of accepting the City's authorized Procurement Card as a method of payment. No price changes or additional fee(s) may be assessed when accepting the Procurement Card as a form of payment.

See Exhibit B Pricing Sheet

Exhibit B
Pricing Sheet
Skaggs Company

Grp #	Item #	Description	Unit Price	MFG	Model
GROUP 1: Men's Class A and B Trousers and Shirts - No Substitution					
1	1a	Men's Trousers Six(6) Pocket, Regular Sizes,100% Polyester, Twill weave with >10% width stretch	\$86.00	BLAUER	8677-C
1	1b	Men's Trousers Six(6) Pocket, Larger Sizes, 100% Polyester, Twill weave with >10% width stretch	\$96.00	BLAUER	8677-C
1	2a	Men's Trousers Four(4) Pocket, Regular Sizes,100% Polyester, Twill weave with >10% width stretch	\$70.00	BLAUER	8674-C
1	2b	Men's Trousers Four(4) Pocket, Larger Sizes, 100% Polyester, Twill weave with >10% width stretch	\$77.00	BLAUER	8674-C
1	3a	Men's Trousers Seven(7) Pocket, Regular Sizes,100%Poly with weft mechanical stretch rip-stop weave	\$89.00	BLAUER	8666-C
1	3b	Men's Trousers Seven(7) Pocket, Larger Sizes,100% Poly with weft mechanical stretch rip-stop weave	\$97.00	BLAUER	8666-C
1	4a	Men's Long Sleeve Shirt, Regular Sizes,100% Polyester. Plain weave with T800 yarn and mechanical stretch	\$78.00	BLAUER	8681-C
1	4b	Men's Long Sleeve Shirt, Larger Sizes,100% Polyester. Plain weave with T800 yarn and mechanical stretch	\$86.00	BLAUER	8681-C
1	5a	Men's Long Sleeve Shirt, Regular Sizes,100% Polyester. Rip-stop weave with weft mechanical stretch	\$82.00	BLAUER	8671-C
1	5b	Men's Long Sleeve Shirt, Larger Sizes,100% Polyester. Rip-stop weave with weft mechanical stretch	\$90.00	BLAUER	8671-C
1	6a	Men's Short Sleeve Shirt, Regular Sizes,100% Polyester. Plain weave with T800 yarn and mechanical stretch	\$74.00	BLAUER	8686-C
1	6b	Men's Short Sleeve Shirt, Larger Sizes,100% Polyester. Plain weave with T800 yarn and mechanical stretch	\$81.00	BLAUER	8686-C
1	7a	Men's Short Sleeve Shirt, Regular Sizes,100% Polyester. Rip-stop weave with weft mechanical stretch	\$77.00	BLAUER	8676-C
1	7b	Men's Short Sleeve Shirt, Larger Sizes,100% Polyester. Rip-stop weave with weft mechanical stretch	\$85.00	BLAUER	8676-C
1	8a	Men's Long Sleeve Base Shirt, Regular Sizes,100% Polyester. Rip-stop weave with weft mechanical stretch	\$71.00	BLAUER	8361-C
1	8b	Men's Long Sleeve Base Shirt, Large Sizes,100% Polyester. Rip-stop weave with weft mechanical stretch	\$78.00	BLAUER	8361-C
1	9a	Men's Short Sleeve Base Shirt, Regular Sizes,100% Polyester. Rip-stop weave with weft mechanical stretch	\$64.00	BLAUER	8362-C
1	9b	Men's Short Sleeve Base Shirt, Large Sizes,100% Polyester. Rip-stop weave with weft mechanical stretch	\$70.00	BLAUER	8362-C
GROUP 2: Women's Class A and B Trousers and Shirts - No Substitution					
2	10a	Women's Trousers Six(6) Pocket, Regular Sizes,100% Polyester, Twill weave with >10% width stretch	\$86.00	BLAUER	8677W
2	10b	Women's Trousers Six(6) Pocket, Larger Sizes,100% Polyester, Twill weave with >10% width stretch	\$96.00	BLAUER	8677W
2	11a	Women's Trousers Four(4) Pocket, Regular Sizes,100% Polyester, Twill weave with >10% width stretch	\$70.00	BLAUER	8674W
2	11b	Women's Trousers Four(4) Pocket, Larger Sizes,100% Polyester, Twill weave with >10% width stretch	\$77.00	BLAUER	8674W
2	12a	Women's Trousers Seven(7) Pocekt, Regular Sizes,100%Poly with weft mechanical stretch rip-stop weave	\$89.00	BLAUER	8666W
2	12b	Women's Trousers Seven(7) Pocekt, Larger Sizes,100%Poly with weft mechanical stretch rip-stop weave	\$97.00	BLAUER	8666W
2	13a	Women's Long Sleeve Shirt, Regular Sizes,100% Polyester. Plain weave with T800 yarn and mechanical stretch	\$78.00	BLAUER	8681W
2	13b	Women's Long Sleeve Shirt, Larger Sizes,100% Polyester. Plain weave with T800 yarn and mechanical stretch	\$86.00	BLAUER	8681W
2	14a	Women's Long Sleeve Shirt, Regular Sizes,100% Polyester. Rip-stop weave with weft mechanical stretch	\$82.00	BLAUER	8671W
2	14b	Women's Long Sleeve Shirt, Larger Sizes,100% Polyester. Rip-stop weave with weft mechanical stretch	\$90.00	BLAUER	8671W
2	15a	Women's Short Sleeve Shirt, Regular Sizes,100% Polyester. Plain weave with T800 yarn and mechanical stretch	\$74.00	BLAUER	8686W
2	15b	Women's Short Sleeve Shirt, Larger Sizes,100% Polyester. Plain weave with T800 yarn and mechanical stretch	\$81.00	BLAUER	8686W
2	16a	Women's Short Sleeve Shirt, Regular Sizes,100% Polyester. Rip-stop weave with weft mechanical stretch	\$77.00	BLAUER	8676W
2	16b	Women's Short Sleeve Shirt, Larger Sizes,100% Polyester. Rip-stop weave with weft mechanical stretch	\$85.00	BLAUER	8676W
2	17a	Women's Long Sleeve Base Shirt, Regular Sizes,100% Polyester. Rip-stop weave with weft mechanical stretch	\$71.00	BLAUER	8361W
2	17b	Women's Long Sleeve Base Shirt, Large Sizes,100% Polyester. Rip-stop weave with weft mechanical stretch	\$78.00	BLAUER	8361W
2	18a	Women's Short Sleeve Base Shirt, Regular Sizes,100% Polyester. Rip-stop weave with weft mechanical stretch	\$64.00	BLAUER	8362W
2	18b	Women's Short Sleeve Base Shirt, Large Sizes,100% Polyester. Rip-stop weave with weft mechanical stretch	\$70.00	BLAUER	8362W

Grp #	Item #	Description	Unit Price	MFG	Model
GROUP 4: Outer Wear					
4	31	Undervest Winter Base Shirt / Jacket, All Sizes, 100% Polyester Ripstop (6.6 oz) with mechanical stretch.	\$95.00	BLAUER	BLA8376
4	32a	Duty Coat, Outer Shells	\$400.00	BLAUER	BLA 99 & BLA 9 04
4	32b	Duty Coat, Inner Shells	\$165.00	BLAUER	BLA 467
7	33	Heat Transfer 'DENVER POLICE' Lettering	\$25.00	SKAGGS	SILVE REFLECT DENVE POLIC
GROUP 6: Duty Gear					
6	41a	Rapid Containment Baton, 26 Inch,	\$128.00	NEXTORCH	NEX N2
6	41b	Plain Secure-Lock Rotational Baton Holster	\$20.00	NEXTORCH	NEX V
GROUP 8: Crowd Control Gear					
8	56a	Upper Body / Shoulder Protection, L2500 EVA foam & 3mm polyethylene plate chest/back/arm padding	\$274.00	DAMASKAS GEAR	DAM D
8	56b	Body camera attachment piece - MOLLE Panel Kit -black	\$16.00	DAMASKAS GEAR	DAM M
8	56c	Assembly tool for body camera attachment piece – MOLLE Panel Assembly tool kit – black/silver	\$13.00	DAMASKAS GEAR	DAM M TK
8	57	Forearm Protectors Protection, Polyethylene outer shell, EVA foam & polyurethane sponge padding	\$52.00	DAMASKAS GEAR	DAM F
8	58	Hard Shell Shin Guards, PVC knee cap, EVA foam knee padding	\$59.00	DAMASKAS GEAR	DAM DSG1