



City Clerk Document No. _____

City Council Meeting Date: August 26, 2021

**CITY OF CHANDLER PURCHASE AGREEMENT
POLICE DUTY GEAR
CITY OF CHANDLER AGREEMENT NO. PD2-680-4356**

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and 030530 Uniforms LLC dba Ace Uniforms of Phoenix, and Arizona corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties), made _____, 2021 (Effective Date).

RECITALS

A. City proposes to purchase police duty gear as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

B. Contractor is ready, willing, and able to provide the goods or services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

C. City desires to contract with the Contractor to provide these goods or services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Contractor agree as follows:

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:

Agreement means the legal agreement executed between the City and the Contractor

City means the City of Chandler, Arizona

Contractor means the individual, partnership, or corporation named in the Agreement

Days means calendar days

May, Should means something that is not mandatory but permissible

Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform in accordance with Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar goods services in Chandler, Arizona exercises under similar conditions. All goods or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the goods or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the goods or services.

SECTION III: PERIOD OF SERVICE

Contractor must perform in accordance with Exhibit A for the term of this Agreement.

The term of the Agreement is 1 year (s), and begins on August 31, 2021 and ends on August 30, 2022 unless sooner terminated in accordance with this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four (4) additional terms of one year (s) each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit B for performance approved and accepted by the City under this Agreement must not exceed \$80,000. Contractor must submit requests for payment for goods or services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those goods or services negotiated as a lump sum will be made in accordance with the percentage of the goods furnished or services completed during the preceding billing period. Goods or services negotiated as a not-to-exceed fee will be paid in accordance with the goods furnished or services completed during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted goods or services within 30 days of the City's receipt of the request for payment. Contractor bears all responsibility and liability for any and all tax obligations that result from Contractor's performance under this Agreement.

SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the goods or services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this

Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing goods or services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of work, cost of goods, cost of performance, or Project schedule, the goods or services will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any purchase or service provided for in this Agreement, or abandon any portion of the Project for which the Contractor has performed. In the event the City abandons or suspends the purchase or services, or any part of the purchase or services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the goods or services Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's goods or services to appraise the status completed. The Contractor will receive compensation in full for goods provided or services performed to the date of such termination. The fee will be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final

determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor's property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnatee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnatee from and against any and all Claims, except those arising solely from Indemnatee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnatee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's

agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. The Contractor agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Agreement.

5.8 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

For the City

Name: Catherine Roeper
 Title: Quartermaster
 Address: 250 E. Chicago St.
Chandler, AZ 85225
 Phone: 480 782-4260
 Email: catherine.roeper@chandleraz.gov

For the Contractor

Name: Theresa M. Ernst
 Title: Uniform Specialist
 Address: 1506 E. McDowell Rd.
Phoenix, AZ 85006
 Phone: 602 258-7029 Ext 502
 Email: Theresa@aceuniforms.com

5.9 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and the City.

5.10 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between the Contractor and the City, the final determination at the administrative level will be made by the City Purchasing and Materials Manager.

5.11 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

5.12 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by the City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in furnishing goods or performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to furnish goods or perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Work. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Laws. Contractor understands, acknowledges, and agrees to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. All services performed by Contractor must also comply with all applicable City of Chandler codes, ordinances, and requirements. Contractor agrees to permit the City to verify Contractor's compliance.

5.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides goods or services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.24 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons, entities, and projects identified to the City, the services performed by the Contractor under this Agreement are not expected to create an

interest with any person, entity, or third party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.25 Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

5.26 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a minimum, Contractor must encrypt or password-protect electronic files. This includes data saved to laptop

computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this Section must survive the termination of this Agreement.

5.27 Jurisdiction and Venue. This Agreement is made under, and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.28 Survival. All warranties, representations, and indemnifications by the Contractor must survive the completion or termination of this Agreement.

5.29 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.30 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.31 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

5.32 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.33 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for the City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance

provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.34 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.35 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.36 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.37 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A - Project Description/Scope of Work

Exhibit B - Compensation and Fees

Exhibit C - Insurance Requirements

Exhibit D - Special Conditions

5.38 Special Conditions. As part of the goods furnished or the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

5.39 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month, Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. Contractor, sub-

contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

5.40 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.41 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Contractor must maintain all applicable City, state, and federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.42 Warranties. Unless otherwise provided in Exhibit D, the Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including, but not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.43 Liens. The Contractor warrants that the materials supplied under this Agreement are free of liens and will remain free of liens.

5.44 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the City of the materials, they will be (a) of a quality to pass without objection in the trade under the Agreement description, (b) fit for the intended purposes for which the materials are used, (c) within the variations permitted by the Agreement and are of even kind, quantity, and quality within each unit and among all units, (d) adequately contained, packaged and marked as the Agreement may require, and (e) conform to the Contractor's written promises or affirmations of fact.

5.45 Fitness. The Contractor warrants that any material supplied to City will fully conform to all requirements of the Agreement and all the Contractor's representations, and will be fit for all purposes and uses required by the Agreement.

5.46 Packing and Shipping. The Contractor will be responsible for industry standard packing, which conforms to requirements of carrier's tariffs and Interstate Commerce Commission (ICC) regulations. Containers must be clearly marked as to lot number, destination, address, and purchase order number.

5.47 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

5.48 Risk of Loss. The Contractor will bear all loss of conforming material covered under this Agreement until received by authorized personnel at the location designated in the purchase order or Agreement. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials will remain with the Contractor regardless of receipt.

5.49 Annual Usage Report. Upon request, the Contractor will furnish to the City an annual usage report delineating the acquisition activity governed by the Agreement. The format of the report will be approved by the City and will disclose the quantity and the dollar value of each agreement item by individual purchasing unit.

5.50 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.51 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.52 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

FOR THE CITY

By: _____

Its: _____ Mayor _____

FOR THE CONTRACTOR

By: Rory Staiger _____

Its: CEO _____

APPROVED AS TO FORM:

By: _____

City Attorney Bm

ATTEST:

By: _____

City Clerk

EXHIBIT A TO AGREEMENT SCOPE OF WORK

1. Background and Objective:

- 1.1. The City of Chandler is soliciting bids to establish a term contract(s) for miscellaneous police duty gear. This contract will include the general law enforcement duty gear needed for the City of Chandler's Police Department. Items will be ordered on an as-needed basis throughout the term of the contract and purchase volume is guaranteed.
- 1.2. The City will select the vendor(s) it determines can best satisfy the needs of the City in regards to variety and comprehensiveness of product offerings, quality of product brands offered and vendor's service capabilities. Commonly ordered duty gear equipment is listed below. Although commonly ordered duty gear equipment is identified, the list below is not inclusive of all police duty gear that may be ordered under the contract(s).

2. Scope and Minimum Requirements:

- 2.1. It is the intent of these specifications to describe the minimum standards acceptable for miscellaneous police duty gear. The Police Department has uniform standards and, where named, specific brands of duty gear are required and may not be substituted.
- 2.2. **Order Delivery:** Unless otherwise agreed between the City and the Contractor, items shall be delivered within 30 days of order.
- 2.3. **Returns:** Unless otherwise agreed between the City and the Contractor, there shall be no fees associated with the return of items ordered under this contract.
- 2.4. **Section 1 – Duty Gear**
 - 2.4.1. Flashlight, SL20L, Streamlight with AC/DC Chargers
 - 2.4.2. Flashlight, SL20L, Streamlight (Flashlight Only)
 - 2.4.3. Lens, Replacements for Streamlight Flashlights SL20L, SL20X, and SL20X LED
 - 2.4.4. Replacement lamp module for Streamlight SL20L and SL20X LED
 - 2.4.5. Safety Wand, Streamlight for SL20X, SL20X LED, and SL20L LED
 - 2.4.6. Safety Wand, Streamlight for Stinger DS, DS LED HL
 - 2.4.7. Flashlight, Stinger DS LED, Streamlight, with AC/DC Chargers
 - 2.4.8. Flashlight, Stinger DS LEDHL, Streamlight with AC/DC Chargers

- 2.4.9. Replacement Lamp Module for Stinger DS LED and DS LED HL
- 2.4.10. Flashlight, Streamlight Stinger Switchblade, 76801
- 2.4.11. Flashlight, Streamlight Strion Switchblade, 74850
- 2.4.12. Flashlight, Streamlight PROTAC HPL, USB
- 2.4.13. Flashlight, Streamlight Flipmate, USB
- 2.4.14. Flashlight, Streamlight Stinger 2020
- 2.4.15. FlashlightRing, shall be made from tough abrasion-resistant nylon ballistic weave fabric, Molded plastic ring locks flashlight in a carry position securely on duty belt. Black, 1-snap closure to wrap around the 2.25" duty belt. Bianchi, Model No. 7409K, Part No. 23497
- 2.4.16. Heavy Duty Flashlight Ring, shatter-resistant nylon ring to fit both D and C-cell flashlights. 1-snap closure to wrap around the 2.25" duty belt. Plain Leather, Safariland, Black, Model No. 730, Part No. 730-2PBL
- 2.4.17. Compact Light Holder shall be made from touch abrasion-resistant nylon ballistic weave fabric designed to hold and protect Stinger lights by Streamlight. Bianchi, Black Model #7326, Part No. 22838
- 2.4.18. Compact Light Holder, for Surefire and Streamlight Models, Plain Leather, Size 2, Bianchi, Black, Model No. 7926, Part No. 22096
- 2.4.19. Open Top Mini Flashlight Holder, Bezel is exposed for quick grasp. Safariland, Black, Model No. 306, Part No. 306-1-2
- 2.4.20. Handcuffs, Nickel Silver, Smith & Wesson, Model 100N
- 2.4.21. Handcuffs, Nickel Silver, Peerless, Model 700N
- 2.4.22. Single Handcuff Case, AccuMold closed nylon handcuff case, outer material shall be made from tough, abrasion-resistant ballistic weave fabric. Holds one pair of standard or linked handcuffs. Black with snap affixed from the inside as to not show from the outside or Velcro closure. Bianchi, Model No. 7300, Part No. 17390/18190

- 2.4.23. Single Handcuff Case, Hi-Gloss Leather. Constructed of durable Safarilaminate material, able to hold one pair of standard or linked handcuffs. Safariland, Black, Model No. 90, Part No. 90-9 and 90-9HS
- 2.4.24. Handcuff Case, Plain Leather, Constructed of durable Safarilaminate material, able to hold one pair of standard or linked handcuffs, hidden snap, Safariland, Black, Model No. 90, Part No. 90-2HS
- 2.4.25. Handcuff Case, Single, Open Top, Nylon, Safariland, Black, Part No. 7334
- 2.4.26. Handcuff Case, Single, Open Top, Plain Leather, Safariland, Black, Part No. 7934
- 2.4.27. Double Cuff Case, AccuMold closed nylon handcuff case, outer material shall be made from tough, abrasion-resistant ballistic weave fabric. Holds one pair of standard or linked handcuffs. Black with snap affixed from the inside as to not show from the outside or Velcro closure. Bianchi, Model No. 7317, Part No. 18771/18772
- 2.4.28. Double Cuff Case, Plain Leather, Constructed of durable Safarilaminate material, able to hold one pair of standard or linked handcuffs, hidden snap, Safariland, Black, Model No. 290, Part No. 290-2HS
- 2.4.29. Handcuff Key, Long, Carbon Fiber, Clip, Hiatt, Model No. 8400-1, Part No. 8400-1-65
- 2.4.30. ASP T50KC Foam K Coat Talon Baton (Cap), Part No. 22413
- 2.4.31. ASP T60KC Foam K Coat Talon Baton (Cap), Part No. 22613
- 2.4.32. Expandable Baton Holder, 21", AccuMold, Molded and contoured trilaminate construction with Coptex knit lining. Hole in back for convenient reholstering of extended batons. Bianchi, Black, Model No. 7312, Part No. 2406
- 2.4.33. ASP Envoy 50 Scabbard Part - No. 52446
- 2.4.34. ASP Envoy 60 Scabbard - Part No. 52446
- 2.4.35. Baton Ring, constructed of web with sewn in polymer ring, designed to carry both standard and side-handle batons. Bianchi, Black, Model No. 7404, Part No. 14414
- 2.4.36. Baton Ring, Snap, plain leather, Safariland, Black, Model No. 692S, Part No. 692S-2PBL
- 2.4.37. Baton Holder, Plain Leather, 21" and 26", Hole in back for convenient reholstering of extended batons. Safariland, Black, Model No. 35, Part No. 35-F21-2 and 35-F26-22

- 2.4.38. Pepper Spray, Defense Technology, 1.47 oz., First Defense Stream, .2 % MK-3, Part No. 5039
- 2.4.39. Pepper Spray, Defense Technology, 3.67 oz., First Defense Stream, .2 % MK-4, Part No. 5049
- 2.4.40. Pepper Spray, Defense Technology, 12 oz., First Defense Stream, .2 % MK-9, Part No. 5099
- 2.4.41. OC/Mace Holder, Large, AccuMold nylon case, Full flap to help secure standard Mace or OC Spray canisters, Black with hidden snap or velcro, Bianchi, Model No. 7307, Part No. 18204/17445
- 2.4.42. OC/Mace Holder, Plain Leather, Large, Constructed of Safarilaminate material, top flap closure, Safariland, Black, Model No. 38, Part No. 38-2HS
- 2.4.43. OC/Mace Holder, Small, AccuMold nylon case, Full flap to help secure standard Mace or OC Spray canisters, Black with hidden snap or velcro. Bianchi, Model No. 7307, Part No. 18205/17446
- 2.4.44. OC/Mace Holder, Plain Leather, Small, Constructed of Safarilaminate material, top flap closure, Safariland, Black, Model No. 38, Part No. 38-3-2HS
- 2.4.45. Duty Belt, Outer Belt, made from 5-part laminate construction for firmness and support. Comprises a ballistic weave exterior and loop lining, with an internal polymer stiffener sandwiched between two layers of closed-cell foam. Coplok buckle provides extra security. Bianchi, Black, Model No. 7200
- 2.4.46. Duty Belt, Outer Belt, Hi-Gloss, suede lining, four stitch design, double tongued buckle and center belt stud to fasten firmly around waist. Sam Browne, Safariland, Black, Model No. 87, Part No. 87-XX-9/87-XX-9B
- 2.4.47. Duty Belt, Outer Belt, Buckleless, Plain Leather, Safarilaminate construction with hook lining running the full length of the belt. Safariland, Black, Model No. 94, Part No. 94-XX-2
- 2.4.48. Duty Belt, Outer Belt, AccuMold Elite, Buckled, Bianchi, Black, Plain, Various Sizes Part No. 7950

- 2.4.49. Duty Belt, Under Belt, Hi-Gloss Leather, Buckleless, Reversible, 1.5", Safariland, Black, Model No. 99, Part No. 99-X-9
- 2.4.50. Duty Belt, Under Belt, Plain Leather, Safarilaminate material. Safariland, Black, Model No. 99, Part No. 99-X-2.
- 2.4.51. Liner Belt, Durable Nylon Web, Bianchi, Black, Model No. 7205
- 2.4.52. Magazine Pouch, Double, AccuMold black nylon pouch with hidden snap or velcro, Holds two Magazines, Bianchi, Black, Model No. 7302, Part No. 25332/25333.
- 2.4.53. Magazine Pouch, Double, Hi-Gloss Leather, Safarilaminate, scuff resistant finishes, chrome or brass snaps. Safariland, Black, Model No. 77, Part No. 77-083-9/77-083-9B
- 2.4.54. Magazine Pouch, Double, Plain Leather, Safarilaminate, Hidden Snap, Safariland, Black, Model No. 77, Part No. 77-083-2HS
- 2.4.55. Magazine Pouch, Double, Open Top, Nylon, Safariland, Black - Part No. 31396
- 2.4.56. Magazine Pouch, Double, Open Top, hard Shell, STX Tactical, Plain Leather, Safariland, Black – Part No. 73-83-13
- 2.4.57. Belt Keepers, Pack of 4, Bianchi, Black, Model No. 7406, Part No. 15635
- 2.4.58. Belt Keepers, Pack of 4, Uncle Mike's, Black, Part No. 8865-2
- 2.4.59. Belt Keepers, Pack of 4, Hi-Gloss Leather, Safariland, Black, Model No. 62, Part No. 62-4-9HS
- 2.4.60. Belt Keepers, Pack of 4 Plain Leather, Safariland, Black, Model No. 62, Part No. 62-4-2HS
- 2.4.61. Belt Keeper, Hide-A-Keeper s/hidden cuff key, Plain Black Leather, Safariland, Part No. HK-11-2
- 2.4.62. Radio Holder, Universal, Swivel, Nylon, Bianchi, Black, 73145, Part No. 18521
- 2.4.63. Radio Holder, Plain Leather, Swivel, Size 2, Bianchi, Black, Model No. 7923, Part No. 22804
- 2.4.64. STX Tactical Black SLS EDW Level II Retention Clip on Duty Holster for Taser, Right Hand, Part No. 6520-264-131

- 2.4.65. STX Tactical Black SLS EDW Level II Retention Clip on Duty Holster for Taser, Left Hand, Part No. 6520-264-132
- 2.4.66. Safariland Open Top Handcuff Case, MODEL 090, Black, Plain, 090-2/090H-2, Part No. 22965
- 2.4.67. Holster, SLS Mid-Ride, Hi-Gloss, Level II Retention, Safariland, Black (right and left hand), Part No. 6280-83-XX
- 2.4.68. Holster, SLS Mid-Ride, Hi-Gloss, Level II Retention, Safariland, Black (right and left hand), Part No. 6280-832-XX
- 2.4.69. Holster, Gen5 ALS Mid-Ride Level 1 Retention for light, STX Plain Black, Right-Handed, RDS, Part No. 6390-RDS-832-411
- 2.4.70. Holster, Gen5 ALS Mid-Ride Level 1 Retention for light, STX Plain Black, Glock 17, Left-Handed, RDS, Part No. 6390-RDS-832-412
- 2.4.71. Holster, Gen5 ALS Mid-Ride Level 1 Retention for light, STX Plain Black, Glock 17, Right-Handed, Part No. 6390-8325-131
- 2.4.72. Holster, Gen5 ALS Mid-Ride Level 1 Retention for light, STX Plain Black, Left-Handed, Part No. 6390-8325-132
- 2.4.73. Bianchi Compact Light Holder, Black, Size 2, Nylon, Par. No. 22838, Model 7326
- 2.4.74. Whistle, Nickel, Silver in color
- 2.4.75. Fingerprint Pad, 6 pack, Sirchie (mini porelon), Part No. PMP1002
- 2.4.76. Fingerprint Pad, 6 pack, Perfect Print, Model No. P1-5, Part No. 1007759
- 2.4.77. Traffic Template, N.W. University Traffic Inst., Part No. 1000
- 2.4.78. Tactical Leg Shroud with Removable Harness, Safariland, Various Colors, Model No. 6005-10
- 2.4.79. Ballistic Helmet (PST) with Visor and Carrying Case, United Shield, Black, Various Sizes
- 2.4.80. Hobble Restraint, Brass Snap, Ripp Restraints Int., Black, Part No. RS078
- 2.4.81. Streamlight TLR-1's, White LED Flashlight, Rail Mounted Tactical, Black, Part No. 69210
- 2.4.82. Streamlight TLR-7, White LED Flashlight, Rail Mounted Tactical, Side Switch, Black, Part No. 69424

2.5. **Section 2 – Optional Gear**

- 2.5.1. Battery, Streamlight Replacement, SL20L, Part No. 77375
- 2.5.2. Battery, Stinger Replacement, DS LED HL/DS LED, Part No. 75375
- 2.5.3. Battery, Stinger Replacement, LI-ION Battery, Micro-USB Rechargeable, 18650, Part #220115
- 2.5.4. ALS compatible light holder for a Surefire tac light, Safariland, Model No. X300, Part No. 6355-832-131
- 2.5.5. Tactical Holster, Safariland, right and left hand, Model No. 6004, Part No. 6004-831-121/6004-831-122
- 2.5.6. ALS Duty Holster, for Glock 17 with tac light, Safariland, right and left hand, Model No. 6395, Part No. 6395-832-XXX
- 2.5.7. Tac Light Switch X Series DG Remote Tail cap Switch, Surefire, DG-11
- 2.5.8. Tac Light Weapon Light for Handgun, Surefire, 300X LED
- 2.5.9. Tactical Gun Light, Streamlight, TLR-HL
- 2.5.10. OC/Mace Holder, Plain Leather, Small, Open Top Safariland, Black, Part No. 37-4-2
- 2.5.11. Holster, Gen5 ALS Mid-Ride Level 1 Retention for light, STX Plain Black, Right-Handed, 6390RDS, 6390-2832-131
- 2.5.12. Holster, Gen5 ALS Mid-Ride Level 1 Retention for light, STX Plain Black, Left-Handed, 6390RDS, 6390-2832-132
- 2.5.13. Holster, Gen5 ALS Mid-Ride Level 1 Retention for light, STX Plain, Glock 19, Black, Right-Handed, 6390RDS, 6390-28325-131
- 2.5.14. Holster, Gen5 ALS Mid-Ride Level 1 Retention for light, STX Plain, Glock 19, Black, Left-Handed, 6390RDS, 6390-28325-132

PD2-680-4356 Police Duty Gear

Exhibit B

Price Page

Bidders shall complete the price page spreadsheet below. Please be sure to include all product numbers, model numbers, part numbers and unit costs for the items bid.

Section 1 - Duty Gear

Item	Description	Model #	Part #	Unit Cost
1	Flashlight, SL20L, Streamlight with AC/DC Chargers		20703	\$ 120.65
2	Flashlight, SL20L, Streamlight (Flashlight Only)		20700	\$ 92.44
3	Lens, Replacements for Streamlight Flashlights SL20L, SL20X, and SL20X LED		20160	\$ 1.68
4	Replacement lamp module for SL20L and SL20X LED		252018	\$ 26.78
5	Safety Wand, Streamlight for SL20X, SL20X LED, SL20L LED		22511	\$ 4.85
6	Safety Wand, Streamlight for Stinger DS, DS LED HL		75903	\$ 4.24
7	Flashlight, Stinger DS LED, Streamlight with AC/DC Chargers		75813	\$ 117.46
8	Flashlight, Stinger DS LED HL, Streamlight with AC/DC Chargers		75454	\$ 135.09
9	Replacement Lamp Module for Stinger DS LED and DS LED HL		75798	\$ 16.82
10	Flashlight, Streamlight Stinger Switchblade		76801	\$ 88.41
11	Flashlight, Streamlight Strion Switchblade		74850	\$ 54.48
12	Flashlight, Streamlight Protac HPL USB	HPL USB	88076	\$ 93.61

13	Flashlight, Streamlight Filpmate USB	USB	61500	\$ 61.91
14	Flashlight, Streamlight Stinger 2020		2020	\$ 111.43
15	Flashlight Ring, Belt Keeper, Snap, Bianchi, Black	7409K	23497	\$ 6.71
16	Heavy Duty Flashlight Ring, Plain Leather, Snap, Safariland, Black	730	730-2PBL	\$ 9.76
17	Compact Light Holder, Bianchi, Black	7326	22838	\$ 11.89
18	Compact Light Holder, Plain Leather, Bianchi, Black	7926	22096	\$ 11.28
19	Open Top Mini Flashlight Holder, Plain Leather, Safariland, Black	306	306-1-2	\$ 21.04
20	Handcuffs, Smith & Wesson	100N	350103	\$ 21.95
21	Handcuffs, Peerless	700N	4710	\$ 22.99
22	Single Handcuff Case, Single, Bianchi, Nylon, Black (snap and velcro)	7300	17390/18190	\$ 19.51
23	Single Handcuff Case, Hi-Gloss Leather, Safariland, Black (chrome and hidden)	90	90-9/90-9HS	\$ 27.44
24	Handcuff Case, Plain Leather, Hidden Snap, Safariland, Black	90	90-2HS	\$ 22.87
25	Handcuff Case, Single, Open Top, Nylon, Safariland, Black	7334	22964	\$ 15.85
26	Handcuff Case, Single, Open Top, Plain Leather, Safariland, Black	7934	22965	\$ 18.90
27	Handcuff Case, Double, Bianchi, Nylon, Black (snap and velcro)	7317	18771/18772	\$ 16.77
28	Handcuff Case, Double, Plain Leather, Safariland, Black	290	290-2HS	\$ 32.93

29	Handcuff Key, Long, Carbon Fiber, Clip, Hiatt	8400-1	8400-1-65	\$ 4.63
30	ASP T50KC Foam K Coat Talon Baton (Cap)	22413	22413	\$ 121.65
31	ASP T60KC Foam K Coat Talon Baton (Cap)	22613	22613/22614	\$ 125.82
32	Expandable Baton Holder, 21", Bianchi, Nylon, Black	7312	2406	\$ 13.72
33	ASP Envoy 50 Scabbard	52446		\$ 30.59
34	ASP Envoy 60 Scabbard	52446		\$ 30.59
35	Baton Ring, Bianchi, Nylon, Black	7404	14414	\$ 7.01
36	Baton Ring, Plain Leather, Ring-Snap, Safariland, Black	692S	692S-2PBL	\$ 11.59
37	Baton Holder, Plain Leather, 21" & 26", Safariland, Black	35	35-F21-2/35-F26-22	\$ 24.09
38	Pepper Spray, Defense Technology, 1.47 oz., First Defense Stream, .2%	MK-3	5039	\$ 8.49
39	Pepper Spray, Defense Technology, 3.67 oz., First Defense Stream, .2%	MK-4	5049	\$ 9.52
40	Pepper Spray, Defense Technology, 12 oz., First Defense Stream, .2%	MK-9	5099	\$ 30.12
41	OC/Mace Holder, Large, Bianchi, Black (snap and velcro)	7307	18204/17445	\$ 15.85
42	OC/Mace Holder, Plain Leather, Large, Safariland, Black	38	38-2HS	\$ 24.09
43	OC/Mace Holder, Small, Bianchi, Black (snap and velcro)	7307	18205/17446	\$ 15.85
44	OC/Mace Holder, Plain Leather, Small, Safariland, Black	38	38-3-2HS	\$ 24.09

45	Duty Belt, Outer Belt, (Buckle Type Only), Bianchi, Nylon, Black	7200		\$ 35.98
46	Duty Belt, Hi-Gloss Leather, Buckled, Suede Lined, Sam Browne SafariLand, Black, Various Sizes, Chrome	87	87-XX-9/87-XX-9B	\$ 56.40
47	Duty Belt, Outer Belt, Plain Leather, Buckleless, SafariLand, Black, Various Sizes	94	94-XX-2	\$ 55.18
48	Duty Belt, Outer Belt, AccuMold Elite, Buckled, Bianchi, Black, Plain, Various Sizes	7950	7950-XX	\$ 42.07
49	Duty Belt, Under Belt, Hi-Gloss Leather, Buckleless, Reversible, SafariLand, Black, Various Sizes	99	99-X-9	\$ 34.45
50	Duty Belt, Under Belt, Plain Leather, SafariLand, Black, Various Sizes	99	99-X-2	\$ 29.57
51	Liner Belt, Durable Nylon Web, Bianchi, Black, Various Sizes	7205	177XX	\$ 15.55
52	Magazine Pouch, Double, Bianchi, Black (Snap and Velcro)	7302	25332/25333	\$ 24.09
53	Magazine Pouch, Double, Hi-Gloss Leather, SafariLand, Black (Chrome, Brass and Hidden)	77	77-083-9/9B/9HS	\$ 33.34
54	Magazine Pouch, Double, Plain Leather, Hidden Snap, SafariLand, Black	77	77-083-2HS	\$ 29.27
55	Magazine Pouch, Double, Open Top, Nylon, SafariLand, Black	8020	31396	\$ 21.65
56	Magazine Pouch, Double, Open Top, hard Shell, STX Tactical, Plain Leather, SafariLand, Black	73	73-83-13	\$ 23.17
57	Belt Keepers, Pack of 4, Bianchi, Black	7406	15635	\$ 8.84
58	Belt Keepers, Pack of 4, Nylon, 2", Uncle Mike's, Black		8865-2	\$ 3.63
59	Belt Keepers, Pack of 4, Hi-Gloss Leather, SafariLand, Black	62	62-4-9HS	\$ 21.65
60	Belt Keepers, Pack of 4, Plain Leather, SafariLand, Black	62	62-4-2HS	\$ 16.77

61	Belt Keeper, Hide-A-Keeper s/hidden cuff key, Plain Black Leather, Safariland	HK-11	HK-11-2	\$ 17.07
62	Radio Holder, Universal, Swivel, Nylon, Bianchi, Black	7314S	18521	\$ 25.91
63	Radio Holder, Plain Leather, Swivel, Size 2, Bianchi, Black	7923	22804	\$ 31.10
64	STX Tactical Black SLS EDW Level II Retention Clip on Duty Holster for Taser, Right Hand	6520	6520-264-131	\$ 73.90
65	STX Tactical Black SLS EDW Level II Retention Clip on Duty Holster for Taser, Left Hand	6520	6520-264-132	\$ 73.90
66	Safariland Open Top Handcuff Case, MODEL 090, Black, Plain, 090-2/090H-2	7934	22965	\$ 18.90
67	Holster, SLS Mid-Ride, Hi-Gloss, Level II Retention, Safariland, Black (right and left hand)	6280	6280-83-XX	\$ 106.83
68	Holster, SLS Mid-Ride, Hi-Gloss, Level II Retention, Safariland, Black with light, right and left hand)	6280	6280-832-XX	\$ 117.80
69	Holster, Gen5 ALS Mid-Ride Level 1 Retention for light, STX Plain Black, Right Handed, RDS	6390	6390-RDS-832-411	\$ 123.29
70	Holster, Gen5 ALS Mid-Ride Level 1 Retention for light, STX Plain Black, Glock 17, Left Handed, RDS	6390	6390-RDS-832-412	\$ 123.29
71	Holster, Gen5 ALS Mid-Ride Level 1 Retention for light, STX Plain Black, Glock 17, Right Handed	6390	6390-8325-131	\$ 103.90
72	Holster, Gen5 ALS Mid-Ride Level 1 Retention for light, STX Plain Black, Glock 17, Right Handed	6390	6390-8325-132	\$ 103.90
73	Bianchi Compact Light Holder, Black, Size 2, Nylon, Par. No. 22838, Model 7326	7326	22838	\$ 11.89
74	Whistle, Nickel, Silver in color		NPW-1	\$ 1.40
75	Fingerprint Pad, 6 pack, Sirchie (mini porelon)	LE-64	PMP1002	\$ 10.73
76	Fingerprint Pad, 6 pack, Perfect Print	P1-5	1007759	\$ 53.66

77	Traffic Template, N.W. University Traffic Inst.		NW1000	\$ 14.63
78	Tactical Leg Shroud with Removable Harness, Safariland (various colors)	6005-10		\$ 46.95
79	Ballistic Helmet , ACH MICH LE with mesh harness, USI-BOA Reversible BOA Harness and DK6-H150 face shield and bag Black, Various Sizes		ACH MICH LE w/BOA Bag	\$ 515.24
80	Hobble Restraint, Brass Snap, Ripp Restraints Int., Black		RS078	\$ 14.02
81	Streamlight TLR-1's, White LED Flashlight, Rail Mounted Tactical, Black		69210	\$ 114.02
82	Streamlight TLR-7, White LED Flashlight, Rail Mounted Tactical, Side Switch, Black		69424	\$ 114.02
Total Price				\$ 3955.60

Section 2 - Optional Duty Gear

Item	Description	Model #	Part #	Unit Cost
1	Battery, Streamlight Replacement	SL20L	77375	\$ 25.60
2	Battery, Stinger Replacement	DS LED HL	75375	\$ 14.39
3	Battery, 18650 Li-Ion Battery, Micro-USB Rechargeable	18650	220115	\$ 11.56
4	ALS Compatible light holder for Surefire tac light, Safariland,	X300	6355-832-131	\$ 166.83
5	Tactical Holster, Safariland, right and left handed,	6004	6004-831-121/122	\$ 162.07
6	ALS Duty Holster, Glock 17 with tac light, Safariland, right and left handed	6395	6395-832-XXX	\$ 103.90
7	Tac light Switch X Series DG Remote Tail cap Switch, Surefire		DG-11	\$ 36.43

8	Tac Light Weapon light for Handgun, Surefire		300X LED	\$ 119 -
9	Tactical Gun Light, Streamlight, TLR-HL			\$ 129.13 -
10	OC/Mace Holder, Plain Leather, Small, Open Top Safariland, Black	37	37-4-2	\$ 21.04 -
11	Holster, Gen5 ALS Mid-Ride Level 1 Retention for light, STX Plain, Glock 19, Black, Right Handed	6390RDS	6390RDS-2832-131	\$ 123.29
12	Holster, Gen5 ALS Mid-Ride Level 1 Retention for light, STX Plain, Glock 19, Black, Left Handed	6390RDS	6390RDS-2832-132	\$ 123.29 -
13	Holster, Gen5 ALS Mid-Ride Level 1 Retention for light, STX Plain, Glock 19, Black, Right Handed	6390	6390-28325-131	\$ 103.90 -
14	Holster, Gen5 ALS Mid-Ride Level 1 Retention for light, STX Plain, Glock 19, Black, Left Handed	6390	6390-28325-132	\$ 103.90 -
Total Price				\$ 1,125.39

**EXHIBIT C TO AGREEMENT
INSURANCE**

INSURANCE

General.

- A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.
- B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.
- C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.
- D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.
- E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.
- F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

- A. *Commercial General Liability-Occurrence Form.* Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products

and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

- B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*
Vehicle Liability: Contractor must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.
- C. *Workers Compensation and Employers Liability Insurance:* Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.

Additional Policy Provisions Required.

- A. *Self-Insured Retentions or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.
 1. The Contractor's insurance must contain broad form contractual liability coverage.
 2. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.
 3. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.
 5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.

6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of three years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this three year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.
 7. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.
- B. *Insurance Cancellation During Term of Contract/Agreement.*
1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.
 2. Each insurance policy required by the insurance provisions of this Contract/Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten days prior notice may be given. Such notice shall be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect.
- C. *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:
1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.
 2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

**EXHIBIT D TO AGREEMENT
SPECIAL CONDITIONS**

NONE