



City Clerk Document No. _____

City Council Meeting Date: _____

**CITY OF CHANDLER PURCHASE AGREEMENT
POLICE UNIFORMS AND DUTY GEAR
CITY OF CHANDLER AGREEMENT NO. PD5-200-4934**

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Galls, LLC, a Delaware Limited Liability Corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties), made _____, 2025 (Effective Date).

RECITALS

A. City proposes to purchase police uniforms and 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 September 1, 2025 and ends on August 31, 2026 unless sooner terminated in accordance with this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to 4 additional terms of 1 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

4.1 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, and all companion agreements must not exceed **\$458,000.00**. 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.

4.2 Applicable Taxes. The Contractor will pay all applicable taxes. The City is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this Agreement, it is the responsibility of the Contractor to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

4.3 Tax Indemnification. The Contractor and all subcontractors will pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. The Contractor will and require all subcontractors to hold the City harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal, state, and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation.

4.4 All prices offered herein shall be firm against any increase for the initial term of the Agreement. Prior to commencement of subsequent renewal terms, the City may approve a fully

documented request for a price adjustment. The City shall determine whether any requested price increases for extension terms is acceptable to the City. If the City approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon by the Parties a written Agreement Amendment shall be approved and executed by the Parties.

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 (Indemnitee) 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 Indemnitee from and against any and all Claims, except those arising solely from Indemnitee'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: Purchasing Division
 Title: Purchasing Officer
 Address: 175 S. Arizona Ave
Chandler, AZ 85225
 Phone: 480-752-2400
 Email: purchasing@chandleraz.gov

For the Contractor

Name: Mike Fadden
 Title: CEO
 Address: 1340 Russel Cave Road
Lexington, KY 40505
 Phone: 844-464-2557
 Email: bidreview@galls.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 Forced Labor of Ethnic Uyghurs Prohibited. By entering into this Agreement, Contractor certifies and agrees Contractor does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

5.23 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.

5.24 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.

5.25 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.

5.26 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.

5.27 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.

5.28 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.

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

5.30 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.

5.31 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.

5.32 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.

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

5.34 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.

5.35 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.

5.36 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.

5.37 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.

5.38 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

5.39 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.

5.40 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.

5.41 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.

5.42 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.

5.43 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.

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

5.45 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.

5.46 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.

5.47 Inspection/Testing. The warranties set forth in the Agreement are not affected by the City's inspection or testing of or payment for the materials by the City.

5.48 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.

5.49 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.

5.50 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.

5.51 Current Products. All products offered in response to this solicitation will be in current and ongoing production; will have been formally announced for general marketing purposes; will be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in the City's solicitation.

5.52 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.

5.53 Catalogs/Agreement Price Listing. As applicable, the Contractor will furnish to all requesting departments catalogs at no cost, which will outline agreement prices.

5.54 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.

5.55 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.

5.56 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: _____

FOR THE CONTRACTOR

Dustin McDulin

By: _____

Its: Chief Financial Officer _____

APPROVED AS TO FORM:

By: _____
City Attorney *JMB*

ATTEST:

By: _____
City Clerk

EXHIBIT A TO AGREEMENT SCOPE OF WORK

BACKGROUND AND OBJECTIVES

The City of Chandler is entering into a term contract for police uniforms and duty gear. Items will be ordered on an as-needed basis throughout the term of the contract and purchase volume is not guaranteed.

The City of Chandler Police Department currently has 348 sworn employees and 191 civilian employees. Each of these sworn employees may be provided with the standard six (6) shirts, four (4) pants, or two (2) polos for each civilian or an equivalent number of uniforms per the individuals position per year by the City. Officers may purchase additional uniforms other than those provided by the City through any resultant contract(s). The officers shall be responsible for payment of any additional uniforms purchased.

Commonly ordered duty gear equipment is listed in the Exhibit B, price schedule. Although commonly ordered duty gear equipment is identified, the list is not inclusive of all police duty gear that may be ordered under the contract and as need arises, additional product may be added or removed throughout the extension terms of the contract.

SCOPE OF WORK AND REQUIREMENTS

Contractors shall provide measuring and alteration services at the contractor's facility for all Police Department personnel, including sworn and civilian employees who are provided with uniforms under this contract.

Contractors shall provide installation of patches, hemming of pants and other minor alterations of garments as needed at no additional charge.

The city will provide patches for installation. Contractor shall chain-stitch patches 1" below the top shoulder seam of sleeve and centered on the outer facing of sleeve.

Contractors shall crease front and back of trouser legs with military style creases. Cargo pocket pant shall not have permanent creases.

Contractor shall ensure all shirts, except polo shirts, have a collar with fused-in mylar stays.

Contractor shall provide military creases on shirts.

Order Delivery: Unless otherwise agreed between the City and the contractor, items shall be delivered within 30 days of order.

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.

**EXHIBIT B TO AGREEMENT
COMPENSATION AND FEES**

Section/ Item No.	Item Description	Model	Part	Price
1	Shirts			
1.1	5.11 V.XI™ Sigurd L/S shirt / storm grey 092 or black 019	42197		NO BID
1.2	5.11 V.XI™ Sigurd S/S shirt / storm grey 092 or black 019	41288		NO BID
1.3	5.11 V.XI™ XTU Rapid L/S women's shirt / storm grey 092	62439		NO BID
1.4	5.11 V.XI™ XTU Rapid L/S men's shirt / storm grey 092	72508		NO BID
1.5	5.11 Multicam TDU Rapid Assault men's shirt / multicam 169	72565ABRMC		NO BID
1.6	5.11 Flex-tac TDU Rapid men's long sleeve shirt / multicam 169	72565MC		NO BID
1.7	5.11 Helios L/S men's polo / black 019, dark navy 724, silver tan 160, charcoal gray 018	42022		NO BID
1.8	5.11 Helios S/S men's polo / black 019, dark navy 724, silver tan 160, charcoal gray 018	41192		NO BID
1.9	5.11 Helios L/S women's polo / black 019, dark navy 724, silver tan 160, charcoal gray 018	32013		NO BID
1.1	5.11 Helios S/S women's polo / black 019, dark navy 724, silver tan 160, charcoal gray 018	61305		NO BID
1.11	5.11 Performance L/S men's polo / black 019, dark navy 724, silver tan 160, charcoal gray 018	72049		NO BID
1.12	5.11 Performance S/S men's polo / black 019, dark navy 724, silver tan 160, charcoal gray 018	71049		NO BID
1.13	5.11 Performance L/S women's polo / black 019, dark navy 724, silver tan 160, charcoal gray 018	62408		NO BID
1.14	5.11 Performance S/S women's polo / black 019, dark navy 724, silver tan 160, charcoal gray 018	61165		NO BID
1.15	5.11 Flex-Tac TDU Ripstop L/S men's shirt / black 019	72250		NO BID
1.16	5.11 Flex-Tac TDU Ripstop S/S men's shirt / black 019	71095		NO BID
1.17	5.11 Flex-Tac TDU Ripstop L/S women's shirt / black 019	62081		NO BID
1.18	5.11 Flex-Tac TDU Ripstop S/S women's shirt / black 019	61041		NO BID
1.19	Elbeco FlexTech Base Layer Mockneck / black, midnight navy	K8004		25.64

1.20	Elbeco UFX S/S Tactical Polo men's / midnight navy, black, gray, French blue, light blue	K5134		33.24
1.21	Elbeco UFX L/S Tactical Polo men's / midnight navy, black, gray, French blue, light blue	K5144		36.89
1.22	Elbeco UFX S/S Tactical Polo women's / midnight navy, black, gray, French blue, light blue	K5174LC		33.24
1.23	Elbeco UFX L/S Tactical Polo women's / midnight navy, black, gray, French blue, light blue	K5184LC		36.89
1.24	Elbeco CX360 long sleeve men's shirt / midnight navy	3524N		39.55
1.25	Elbeco CX360 long sleeve women's shirt / midnight navy	3534LC		69.39
1.26	Elbeco CX360 short sleeve men's shirt / midnight navy	3544N		48.26
1.27	Elbeco CX360 short sleeve women's shirt / midnight navy	3554LC		45.47
1.28	Elbeco DutyMaxx men's long sleeve poly/rayon stretch shirt / medium blue	586D		52.36
1.29	Elbeco DutyMaxx men's short sleeve poly/rayon stretch shirt / medium blue	5584D		47.64
1.30	Elbeco DutyMaxx women's long sleeve poly/rayon stretch shirt / medium blue	9586LCD		52.36
1.31	Elbeco DutyMaxx women's short sleeve poly/rayon stretch shirt / medium blue	9786LCD		47.64
1.32	Blauer Performance S/S men's polo / gray, French blue	8126		NO BID
1.33	Blauer Performance L/S men's polo / gray	8127		NO BID
1.34	Blauer Performance S/S women's polo / gray, French blue	8126W		NO BID
1.35	Blauer Performance L/S women's polo / gray	8127W		NO BID
1.36	Blauer Polyester Supershirt L/S men's / gray, medium blue	8670		NO BID
1.37	Blauer Polyester Supershirt S/S men's / gray, medium blue	8675		NO BID
1.38	Blauer Polyester Supershirt L/S women's / gray, medium blue	8670W		NO BID
1.39	Blauer Polyester Supershirt S/S women's / gray, medium blue	8675W		NO BID
1.40	Blauer FLEXRS Armorskin L/S men's shirt / dark navy	8361		NO BID
1.41	Blauer FLEXRS Armorskin L/S women's shirt / dark navy	8361W		NO BID
1.42	Blauer FLEXRS Armorskin S/S men's shirt / dark navy	8362		NO BID
1.43	Blauer FLEXRS Armorskin S/S women's / dark navy	8362W		NO BID
1.44	Blauer Performance Polo men's / gray	8126		NO BID
1.45	Blauer Performance Polo men's long sleeve / gray	8127		NO BID
1.46	Blauer Performance Polo women's / gray	8126W		NO BID
1.47	Blauer Performance Polo women's long sleeve / gray	8127W		NO BID

1.48	Flying Cross Mock Turtleneck / black, LAPD navy	52600		22.99
1.49	Flying Cross Deluxe Tactical men's shirt / LAPD navy	F1 48W39		74.45
1.50	Flying Cross Deluxe Tactical women's shirt / LAPD navy	F1 204W39		76.62
1.51	Flying Cross Deluxe Tactical men's short sleeve shirt / LAPD navy	F1 98R39		66.38
1.52	Flying Cross Deluxe Tactical women's short sleeve shirt / LAPD navy	F1 254R66		55.03
1.53	Flying Cross Deluxe Tropical men's short sleeve shirt / medium blue	F1 95R66		52.7
1.54	Flying Cross Deluxe Tropical women's short sleeve shirt / medium blue	F1 152R66		52.7
1.55	SanMar Sport-Tek women's posicharge competitor polo / various colors	LST550		9.08
1.56	SanMar Sport-Tek men's posicharge competitor polo / various colors	ST550		9.08
1.57	SanMar Sport-Tek women's posicharge electric heather polo / various colors	LST590		NO BID
1.58	SanMar Sport-Tek men's posicharge electric heather polo / various colors	ST590		NO BID
1.59	SanMar Sport-Tek women's micropique sport-wick polo / various colors	LST650		16.07
1.60	SanMar Sport-Tek men's micropique sport-wick polo / various colors	ST650		16.07
1.61	SanMar Sport-Tek men's long sleeve micropique sport-wick polo / various colors	LST657		148.86
1.62	Port Authority women's silk touch polo / various colors	L500		12.57
1.63	Port Authority men's silk touch polo / various colors	K500		12.57
1.64	Port Authority women's silk touch long sleeve polo / various colors	L500LS		17.47
1.65	Port Authority men's silk touch long sleeve polo / various colors	K500LS		17.47
1.66	Port Authority women's dry zone UV micro-mesh polo / various colors	LK110		11.88
1.67	Port Authority men's dry zone UV micro-mesh polo / various colors	K110		11.88
1.68	Propper men's raglan short sleeve utility polo / various colors	F5842		22.47
1.69	Propper men's raglan long sleeve utility polo / various colors	F5313		NO BID

1.70	Propper women's raglan short sleeve utility polo / various colors	F5309		22.47
1.71	Propper women's raglan long sleeve utility polo / various colors	F5310		NO BID
1.72	Propper I.C.E. men's performance short sleeve polo / black, navy, tan, charcoal, grey	F5341		30.09
1.73	Propper I.C.E. men's performance long sleeve polo / black, navy, tan, charcoal, grey	F5315		33.58
1.74	Propper I.C.E. women's performance short sleeve polo / black, navy, tan, charcoal, grey	F5327		30.09
1.75	Propper I.C.E. women's performance long sleeve polo / black, navy, tan, charcoal, grey	F5577		NO BID
2	Pants			
2.1	5.11 Apex men's pant / black 019, khaki 055, storm gray 092, volcanic gray 098, dark navy 724, TDU green 190	74434		NO BID
2.2	5.11 Apex women's pant / black 019, khaki 055, storm gray 092, dark navy 724	64446		NO BID
2.3	5.11 Flex-Tac TDU Ripstop pant / multicam 169	74098MC		NO BID
2.4	5.11 Ridge men's pant / black 019, dark navy 724	74520		NO BID
2.5	5.11 Stryke men's pant / charcoal 018, black 019, storm gray 092, dark navy 724, khaki 055, TDU green 190	74369		NO BID
2.6	5.11 Stryke women's pant / black 019, storm gray 092, dark navy 724, khaki 055, TDU green 190	64386		NO BID
2.7	5.11 V.XI™ XTU men's pant / storm gray 092	74554		NO BID
2.8	Blauer FLEXRS Covert Tactical men's pant / dark navy	8666		NO BID
2.9	Blauer FLEXRS Covert Tactical women's pant / dark navy	8666W		NO BID
2.10	Elbeco CX360 covert men's hidden cargo pants / midnight navy	E3444R		58.14
2.11	Elbeco CX360 covert women's hidden cargo pants / midnight navy	E3454LC		59.75
2.12	Elbeco CX360 5-pocket men's pants / midnight navy	E3424R		54.55
2.13	Elbeco CX360 5-pocket women's pants / midnight navy	E3434LC		54.55
2.14	Flying Cross Deluxe tactical men's flex pant / LAPD navy	F1 37400		91.2
2.15	Flying Cross Deluxe tactical men's pant / LAPD navy	F1 39400		56.86
2.16	Flying Cross Deluxe tactical women's flex pant / LAPD navy	F1 37400W		56.86
2.17	Flying Cross Deluxe tactical women's pant / LAPD navy	F1 39400W		56.86

2.18	Flying Cross Flex Class A men's 6 pocket pant / LAPD navy	F1 FX77400		52.7
2.19	Flying Cross Flex Class A men's pant / LAPD navy	F1 FX77200		49.54
2.20	Flying Cross Flex Class A women's 6 pocket / LAPD navy	F1 FX77400W		52.7
2.21	Flying Cross Flex Class A women's pant / LAPD navy	F1 FX77200W		49.54
2.22	Propper BDU 2.0 men's pant / LAPD navy, charcoal	F5919		28.93
2.23	Propper Kinetic tactical men's pant / black, charcoal, LAPD navy	F5294		42.88
2.24	Propper Kinetic tactical women's pant / black, charcoal, LAPD navy	F5259		42.88
3	Jackets / Sweaters / Vests			
3.1	5.11 5-in-1 jacket 2.0 / black 019	48360		NO BID
3.2	5.11 Chameleon softshell jacket 2.0 / black 019 or dark navy 724	48373		NO BID
3.3	5.11 Response jacket / black 019 or dark navy 724	48016		NO BID
3.4	SanMar Mercer+Mettle women's open-front cardigan sweater / deep black, gusty grey heather	MM3023		34.95
3.5	Port Authority Core soft shell men's jacket / black, battleship grey, dress blue navy	J317		27.96
3.6	Port Authority Core soft shell women's jacket / black, battleship grey, dress blue navy	L317		27.96
3.7	Port Authority easy care 1/4-zip men's sweater / deep black, river blue navy, charcoal heather	SW2900		39.15
3.8	Port Authority Interlock women's cardigan / all 4 colors available	L807		22.36
3.9	Port Authority men's easy care v-neck sweater / deep black, river blue navy, medium heather grey, charcoal heather	SW2850		28.74
3.10	Port Authority men's packable puffy vest / deep black, river blue navy, graphite	J851		35.65
3.11	Port Authority women's concept long pocket cardigan / black, grey smoke	LK5434		25.16
3.12	Port Authority women's easy care button-up cardigan sweater / deep black, river blue navy, charcoal heather	LSW4150		33.77
3.13	Port Authority women's easy care crewneck cardigan sweater / deep black, river blue navy, charcoal heather	LSW2870		NO BID

3.14	Port Authority women's easy care open-front cardigan sweater / deep black, river blue navy, medium heather grey, charcoal heather	LSW2890		37.36
3.15	Port Authority women's easy care v-neck sweater / deep black, river blue navy, medium heather grey, charcoal heather	LSW2850		28.74
3.16	Port Authority women's C-FREE double knit 1/4-zip sweater / deep black, grey steel heather, true navy, smoke grey	LK880		NO BID
3.17	Port Authority women's concept open cardigan / black, dusty blue, grey smoke	L5430		25.14
3.18	Port Authority women's concept shrug / black, dress blue navy, grey smoke	L543		25.86
3.19	Port Authority women's packable puffy vest / deep black, river blue navy, graphite	J851		35.65
3.20	Spiewak Softshell jacket/liner / dark navy 011 or black 003	S318Z		105.54
3.21	Spiewak Weathertech systems deluxe duty jacket / dark navy 011 or black 003	S3818		185.82
4	Belts			
4.1	5.11 Operator belt 1.75" / black 019	59405		NO BID
4.2	5.11 Trainer belt 1.5" / black 019	59409-SP23		NO BID
5	Shoes			
5.1	All American custom motor boots / black			NO BID
5.2	Bates High Gloss Duty Oxford men's / black	E22741		66.22
5.3	Bates High Gloss Duty Oxford women's / black	E22741		53.46
5.4	Propper uniform dress patent oxford / high-gloss black	F4517		40.55
6	Hats			
6.1	Bayly standard-pershing 10 round top solid cap, ventilated mesh braid, black shiny visor, silver or gold front strap with matching P buttons or felt visor with scrambled eggs / midnight navy	10NM2A2		NO BID
6.2	Keyston round top solid cap, ventilated mesh braid, black shiny visor, silver or gold front strap with matching P buttons or felt visor with scrambled eggs / navy	R13		60.81
6.3	Stratton straw campaign hat cord / black CD-BK, gold CD-GD, silver CD-SR			105.95
6.4	Stratton straw campaign hat, 3 Piece leather strap / black S40-BK			105.95

7	Gloves / Knee & Elbow Pads / Balacava			
7.1	Damascus Gear heavyweight hood with no middle seam and drop-face chin / black	NH550H		NO BID
7.2	Damascus Gear Imperial hard-shell cap elbow pads / black	DEP		14.59
7.3	Damascus Gear Imperial hard-shell cap elbow pads / black	DKP		18.92
7.4	Damascus Gear Imperial neoprene knee and elbow pads with reinforced caps / black	DNKP/DNEP		19.46
7.5	Damascus Gear Interceptor X medium weight duty gloves / black	MX30-B		NO BID
7.6	Damascus Gear Nitro cut resistant gloves with digital leather and carbon-tek fiber knuckles / black	DMZ33-B		34.59
7.7	Damascus Gear Nomex heavyweight hood / black	NH100H-B		42.16
7.8	Damascus gear hard shell forearm/elbow protector / black	FA30		44.32
7.9	Damascus Gear hard shell knee/shin guards with non-slip knee caps / black	DSG100		50.81
7.1	Damascus Gear SpecOps cut resistant Gloves with hard knuckles / black	DSO150H-B		25
7.11	Hatch Safariland Friskmaster all-leather, cut-resistant police duty glove / black	FM2000		37.5
7.12	Mechanix Wear M-PACT 0.5 Covert tactical gloves / black	MPSD-55 COVERT		32.1
7.13	Hatch Xtak knee pads / black	XTAK KNEE PADS HATCH		20.27
8	Misc.			
8.1	Blauer Oralite zip-front safety vest	343R-P		NO BID
8.2	Blauer zip-front breakaway safety vest	343P		NO BID
8.3	Hero's Pride tie bar 2X5/16" / gold	4009G		4.11
8.4	Hero's Pride tie bar 2X5/16" / silver	4009N		3.19
8.5	Premier Shoulder Cord / royal blue P5403 and silver gray P5408	P5403 or P5408		9.62
8.6	Samuel Broome 3" polyester/wool clip-on tie / various lengths / black	450XX		5.74
8.7	Spiewak Vizguard short reversible duty rain jacket / black/hv yellow 062 with POLICE screened front and back	S308VR		126.51
8.8	Wiley X Spear Black with lenses kit ballistic safety goggles	SP293B		108.78
9	Ranks			
9.1	Liuetenant 2 pairs smooth, posts & clutch backs / gold plating / various vendors			5.62

9.2	Commander 2 pairs of 2 stars smooth, posts & clutch backs / gold plating / various vendors			6.05
9.3	Assistant Chief 2 pairs of 3 stars smooth, posts & clutch backs / gold plating / various vendors			7.96
9.4	Chief 2 pairs of 4 stars smooth, posts & clutch backs / gold plating / various vendors			9.91
10	Body armor			
10.1	Point Blank AXBIIIA vest 1HL with Hi-lite concealable carrier			993.55
10.2	Point Blank AXBIIIAF vest 1HL with Hi-lite concealable carrier			1041.59
10.3	Point Blank SRV Base AXBIIIA PB SP / black			1470.24
10.4	Safariland Hardwire armor system IIA / SAF-HARDWIRE IIA and concealable carrier SAFARILAND M2 CONCEALABLE CARR			NO BID
11	Rifle plates			
11.1	Point Blank Omega ICW 5X8 Paraclete Rifle Plate			267.8
11.2	Point Blank Omega ICW 6X8 Paraclete Rifle Plate			310.73
11.3	Point Blank Omega ICW 6X8 Paraclete Female Rifle Plate			310.73
11.4	Point Blank Omega ICW 8X10 Paraclete Rifle Plate			448.78
11.5	Point Blank Omega ICW 10X12 Paraclete Rifle Plate			611.22
11.6	Point Blank Omega ICW 11X14 Paraclete Rifle Plate			739.02
12	Outer carriers and accessories			
12.1	Blauer Wool Armorskin outer carrier / dark navy	8470		NO BID
12.2	Blauer Polyester Armorskin XP outer carrier / dark navy	8370XP		NO BID
12.3	Elbeco BodyShield external vest carrier / midnight navy	V4114B		90
12.4	Flying Cross Aeroshell Wool vest cover / LAPD navy	F1 FC2000V		NO BID
12.5	Point Blank Maverick Laser FX Kwiq Clip Mod 26 / black			323.89
12.6	Point Blank Maverick Laser FX Kwiq Clip Mod 27 / black			323.89
12.7	Point Blank Maverick FX Kwiq Clip Mod 22 / black			457.05
12.8	Point Blank Maverick FX Kwiq Clip Mod 2 / black			213.41
12.9	Point Blank steel thin plate carrier	PB-PCP00BV0J		107.8
12.10	Point Blank Dump Pouch / black	PCHDP2ACZ5		46.34
12.11	Point Blank radio pouch / black, wolf gray	AX9000		32.32
12.12	Point Blank X2 taser / black, wolf gray			23.41
12.13	Point Blank small utility pouch / black, wolf gray			43.41
12.14	Point Blank single flashbang pouch / black			35.61

12.15	Point Blank Admin CC slick outer carrier / midnight navy			243.51
12.16	Point Blank LG Flashlight pouch / black, wolf gray			21.56
12.17	Point Blank MRS double pistol pouch / black			10
12.18	Point Blank 4oz OC spray pouch / wolf gray			22.56
12.19	Condor phone pouch / black	191224-002		11.89
12.20	Krate Tactical Chest Rig standard / black			NO BID
13	City approved alterations - Note: Any fees not specifically listed will not be paid			
13.1	Pant waist alteration			9.89
13.2	Shirt taper			12.99
13.3	Strip pant (Motor/Honor Guard)			9.99
13.4	Stripe coat			15
13.5	Embroidery name (right breast)			5
13.6	Embroidery specific logo (left breast)			20
13.7	Nametape w/ velcro 1x4 or 2x4			9.99
13.8	Nametape w/o velcro 1x4 or 2x4			8
13.9	Back patches embroidered with velcro 4X10			5.99
13.10	Front patches embroidered with velcro 2X10			2.99
13.11	Back patches embroidered with velcro 4X11			5.99
13.12	Front patches embroidered with velcro 2X11			2.99
13.13	Add a breast pocket			10
13.14	P buttons (8 total gold/silver)			4.59
13.15	Add velcro for patches			1.99
13.16	Add velcro for larger patches			5.99
13.17	Heat press (jump stitch embroidery)			15
13.18	Silk screen at the factory			15
13.19	Shorten tails			6.59
13.20	Pant taper			12
13.21	Shorten sleeves			10
13.22	Sleeve taper			9
13.23	Custom alterations			12
14	Duty gear			
14.1	5.11 Flex drop pouch 2.0 / black	56704		NO BID
14.2	5.11 Wingman patrol bag / black	56045		NO BID
14.3	ASP alert whistle	56292		1.6

14.4	ASP blue line clip handcuff key		56276	5.29
14.5	ASP Envoy Scabbard 50cm baton holder	52446		44.8
14.6	ASP Talon infinity baton, 50cm, black chrome foam grip cap release		22411	161.6
14.7	Northwestern University accident templates	SN1000		NO BID
14.8	Peerless black oxide finish chain link handcuff	701C		24.06
14.9	Peerless nickel finish chain link handcuff	700C		25.44
14.1	Propper patrol bag / black	F56920A001ONESZ		35.55
14.11	Ripp Restraints International hobble	RIH-100		18.29
14.12	Blauer keeper hook inner belt / black	B015		NO BID
14.13	Safariland baton holder leather plain 21"	35	35-F21-2	NO BID
14.14	Safariland Bianchi accumold duty delt 2.25"	7950	7950-xx	NO BID
14.15	Safariland Bianchi adjustable radio holder plain finish	7923	22704	NO BID
14.16	Safariland Bianchi liner belt, 1.5"	7250	7250-xx	NO BID
14.17	Safariland Bianchi open top handcuff case hi-gloss finish	7934	22967	NO BID
14.18	Safariland Bianchi open top handcuff case plain finish	7934	22965	NO BID
14.19	Safariland buckless hi-gloss leather duty belt 2.25"	94	94-xx-9	NO BID
14.20	Safariland buckless leather duty belt 2.25"	94	94-xx-2	NO BID
14.21	Safariland double magazine pouch chrome snap hi-gloss Glock 17	77	77-83-9	NO BID
14.22	Safariland double magazine pouch chrome snap hi-gloss Glock 19	77	77-283-9	NO BID
14.23	Safariland double magazine pouch hidden snap plain Glock 17	77	77-83-2HS	NO BID
14.24	Safariland double magazine pouch hidden snap plain Glock 19	77	77-283-2HS	NO BID
14.25	Safariland double magazine pouch open top plain Glock 17 and 19	73	73-83-2	NO BID
14.26	Safariland slimline open top double magazine pouch hardshell Glock 17 and 19	79	79-83-41	NO BID
14.27	Safariland handcuff pouch hi-gloss finish hidden snap	90	90-9HS	NO BID
14.28	Safariland handcuff pouch plain finish hidden snap	90	90-2HS	NO BID
14.29	Safariland hidden snap belt keepers, hi-gloss finish 1"	62HS	62-4-9HS	NO BID
14.30	Safariland hidden snap belt keepers, plain finish 1"	62HS	62-4-2HS	NO BID
14.31	Safariland open top mini-flashlight holder for Stinger LED leather plain finish belt loop	306	306-11-2	NO BID
14.32	Smith & Wesson handcuff BLACK	M100-1	350155	28

14.33	Smith & Wesson nickel handcuff	M100-1	350103	21.65
14.34	United Shield ACH/MICH-LE ballistic helmet, mesh harness, with USI-BOA harness and DK6-H.150 face shield and bag / black, various Sizes	ACH/MICH-LE / USI BOA / DK6 H.150		518.29
14.35	Zak tool aluminum tactical handcuff key	ZT14		4.94
15	Holsters and parts			
15.1	Safariland Quick Locking System Kit / black	1337299	QUICK2-KIT1-2	NO BID
15.2	Safariland ALS mid-ride holster Glock 17 right-handed	6390RDS	6390RDS-832-131	NO BID
15.3	Safariland ALS mid-ride holster Glock 17 left-handed	6390RDS	6390RDS-832-132	NO BID
15.4	Safariland ALS mid-ride holster Glock 19 right-handed	6390RDS	6390RDS-2832-131	NO BID
15.5	Safariland ALS mid-ride holster Glock 19 left-handed	6390RDS	6390RDS-2832-132	NO BID
15.6	Safariland RDS optic replacement cover right-hand	RDS-COVER	RDS-COVER-WING-411	NO BID
15.7	Safariland RDS optic replacement cover left-hand	RDS-COVER	RDS-COVER-WING-412	NO BID
15.8	Safariland ALS mid-ride hi-gloss holster Glock 17 right-handed	6390RDS	6390RDS-832-491	NO BID
15.9	Safariland ALS mid-ride hi-gloss holster Glock 17 left-handed	6390RDS	6390RDS-832-492	NO BID
15.1	Safariland ALS mid-ride hi-gloss holster Glock 19 right-handed	6390RDS	6390RDS-2832-491	NO BID
15.11	Safariland ALS mid-ride hi-gloss holster Glock 19 left-handed	6390RDS	6390RDS-2832-492	NO BID
15.12	Safariland single strap leg shroud with drop flex adapter	6004-25	6004-25-2	NO BID
15.13	Safariland single strap leg shroud with D-ring	6009-10	10/2/6009	NO BID
15.14	Safariland ALS single strap tactical holster w/ quick-release Glock 17 right-handed	6355RDS-SP10	6355RDS-832-131-SP10	NO BID
15.15	Safariland ALS single strap tactical holster w/ quick-release Glock 17 left-handed	6355RDS-SP10	6355RDS-832-132-SP10	NO BID
15.16	Safariland ALS single strap tactical holster w/ quick-release Glock 19 right-handed	6355RDS-SP10	6355RDS-2832-131-SP10	NO BID

15.17	Safariland ALS single strap tactical holster w/ quick-release Glock 19 left-handed	6355RDS-SP10	6355RDS-2832-132-SP10	NO BID
15.18	Safariland ALS tactical holster Glock 17 right-handed	6354RDS	6354RDS-832-131	NO BID
15.19	Safariland ALS tactical holster Glock 17 left-handed	6354RDS	6354RDS-832-132	NO BID
15.2	Safariland ALS tactical holster Glock 19 right-handed	6354RDS	6354RDS-2832-131	NO BID
15.21	Safariland ALS tactical holster Glock 19 left-handed	6354RDS	6354RDS-2832-132	NO BID
15.22	Safariland single strap leg shroud with quick release leg strap	6005-10	6005-10-2	NO BID
15.23	Safariland double strap leg shroud with quick release leg strap	6005-6	6005-6-123	NO BID
15.24	Safariland 7TS ALS/SLS right hand tactical holster with quick-release leg strap	7305RDS	7305RDS-8325-411	NO BID
15.25	Safariland 7TS ALS/SLS left hand tactical holster with quick-release leg strap	7305RDS	7305RDS-8325-412	NO BID
16	Flashlights / lights/ batteries and parts			
16.1	Streamlight Stinger safety wand 5x1-3/4 / red	75933	080926-75933-9	4.68
16.2	Streamlight Protac HPL USB	88076	080926-88076-4	104.76
16.3	Streamlight Stinger DS LED	75813	080926-75813-1	132.58
16.4	Streamlight Stinger switchblade	76801	080926-76801-7	77.16
16.5	Streamlight Strion switchblade	74850	080926-74850-7	NO BID
16.6	Streamlight TLR-1s strobing rail-mounted tactical weapon light	69210	080926-69210-7	122.36
16.7	Streamlight TLR-1 rail-mounted tactical weapon light	69110	080926-69110-0	116.01
16.8	Streamlight TLR-1 HL tactical weapon light	69260	080926-69260-2	137.18
16.9	Streamlight Stinger replacement rechargeable battery	75375		16.24
17	Less lethal			
17.1	Defense Technology first defense 0.2% MK-4 stream OC aerosol 3oz	5049	1011719	15.43
17.2	Defense Technology first defense 0.2% MK-9 stream OC aerosol 12oz	5099	1011726	49.6
17.3	Defense Technology first defense 1.3% MK-3 stream OC aerosol 1.5oz	43345	1012574	14.02
17.4	Safariland mace holder open top large	37	37-2	NO BID
17.5	Safariland mace holder open top small	37	37-4-2	NO BID
17.6	Safariland mace holder top flat large	38	38-2HS	NO BID

17.7	Safariland mace holder top flat small	38	38-3-2HS	NO BID
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Minimum Discount off list price for special order/ other apparel / manufacturer		
Identify Manufacturer		
Elbeco	20	% off
Galls Brand	20	% off
Propper	20	% off
Fechheimer	20	% off
SanMar	20	% off
Spiewak	20	% off
Point Blank	20	% off

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.

A. *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