

COOPERATIVE PURCHASE CONTRACT

Contract No. 2024-38

This Cooperative Purchase Contract is made and entered into this _____ day of _____, 20____ by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona (“City”) and FX Tactical, LLC, an Arizona Limited Liability Company (“Contractor”).

RECITALS:

- A. Contractor is a fully authorized vendor of law enforcement equipment;
- B. The State of Arizona, Procurement Office conducted a competitive and open procurement process through Request for Proposal Solicitation No. BPM002192 that resulted in Contract No. CTR049178-1 with Contractor (“Agency Contract”); and
- C. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract.

AGREEMENT:

NOW THEREFORE, in consideration for the mutual promises contained herein, the Parties agree:

1. Materials Purchased: Contractor shall provide to the City the materials and or services, as specified in the Scope of Work attached as Exhibit A, and in accordance with the Agency Contract. A general description of materials and/or services being purchased is:

Police Uniforms and Equipment

2. Specific Requirements of City: Contractor shall comply with all specific purchase requirements and/or options of the City, as specified in the Scope of Work attached as Exhibit A.
3. Payment: Payment to Contractor for the materials provided is **not to exceed Seventy-Five Thousand Dollars (\$75,000.00) per fiscal year**; in accordance with the Agency Contract.
4. Terms and Conditions of Agency Contract Apply: All provisions of the Agency Contract documents attached as Exhibit B, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract, including, specifically changes in price for materials and/or services.
5. Certificates of Insurance: All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Prior to commencing performance under this Contract, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.
6. Term: This Cooperative Purchase Contract shall commence upon execution by the Parties and shall continue until expiration or termination of the underlying Agency Contract, unless sooner terminated by City in writing. The total length of the Contract shall not exceed five (5) years, within the term of, and/or subsequent extensions to, the underlying Agency Contract.

7. Renewal: This Cooperative Purchase Contract shall be automatically renewed if the underlying Agency Contract is renewed, for the same renewal period, unless City provides advance written notice to Contractor of its intention to non-renew.
8. Notice: Any formal notice required under the Contract shall be in writing and sent by certified mail and email as follows:

To the City:

Allison Hughes
Support Services Manager
Flagstaff Police Department
911 E. Sawmill Rd.
Flagstaff, AZ 86001
ahughes@flagstaffaz.gov
Phone: (928) 556-2305

To Contractor:

Jeremiah Meyer
FX Tactical, LLC
8948 W. Cactus Rd.
Peoria, AZ 85381
jmeyer@fx-tactical.com

With a copy to:

Robert Johnson
Purchasing Manager
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
robert.johnson@flagstaffaz.gov

9. Authority: Each Party warrants that it has authority to enter into the Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into the Contract.

FX TACTICAL, LLC:

By: _____

Title: _____

CITY OF FLAGSTAFF

By: _____

Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney's Office
Last Updated July 20,2023

EXHIBIT A
SCOPE OF WORK - QUOTE
(attached)

FX TACTICAL

QUOTE

8948 W. CACTUS RD, PEORIA, AZ 85381

PHONE: 623-877-1257

JMEYER@FX-TACTICAL.COM

DATE: 09/05/23

TO:

ALLISON HUGHES

FLAGSTAFF POLICE DEPT.

AHUGHES@FLAGSTAFFAZ.GOV

TERMS		EST DELIVERY	FOB	SHIP VIA	SALESPERSON
NET 30					JEREMIAH MEYER
ITEM NO.	QTY	DESCRIPTION	UNIT	UNIT PRICE	TOTAL
HL6ABDBV0M	1.00	POINT BLANK AXB-III A BALLISTIC VEST, 1 - HL CARRIER	EA	\$1,040.58	1,040.58
8450	1.00	BLAUER CLASS A L/S SHIRT, NAVY	EA	\$99.99	99.99
8560T	1.00	BLAUER CLASS A PANTS, NAVY	EA	\$104.99	104.99
UNIFTIE	1.00	CLIP-ON TIE, BLK	EA	\$6.99	6.99
HP4009N	1.00	H.P. SILVER TIE BAR	EA	\$4.49	4.49
8361	1.00	BLAUER FLEX RS L/S SHIRT, NAVY	EA	\$69.99	69.99
8362	1.00	BLAUER FLEX RS S/S SHIRT, NAVY	EA	\$64.99	64.99
8666	1.00	BLAUER FLEX RS COVERT PANT, NAVY	EA	\$89.99	89.99
WBC11905	1.00	WATERBURY SILVER P-BUTTON	EA	\$0.99	0.99
NAMEPLATE	1.00	SILVER NAMEPLATE	EA	\$16.99	16.99
VARIOUS	1.00	BOOTS, (VARIOUS MODELS)	EA	89.99-329.99	VARIES
7902	1.00	BIANCHI DOUBLE MAG POUCH, BSKT	EA	\$40.99	40.99
7917	1.00	BIANCHI DOUBLE CUFF POUCH, BSKT	EA	\$36.99	36.99
7912	1.00	BIANCHI BATON HOLDER, BSKT	EA	\$26.99	26.99
7907	1.00	BIANCHI OC SPRAY HOLDER, BSKT	EA	\$29.99	29.99
7914S	1.00	BIANCHI SWIVEWLING RADIO HOLDER, BSKT	EA	\$51.99	51.99
7950	1.00	BIANCHI DUTY BELT, BSKT	EA	\$56.99	56.99
7205	1.00	BIANCHI UNDER BELT, NYLON	EA	\$21.99	21.99
7906	1.00	BIANCHI BELT KEEPERS 4-PK, BSKT	EA	\$12.99	12.99
7926	1.00	BIANCHI STINGER FLASHLIGHT HOLDER, BSKT	EA	\$14.99	14.99

48360-724	1.00	5.11 5-IN-1 JACKET 2.0, NAVY	EA	\$233.99	233.99
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Tax rate: 8.1 %

Subtotal	2,027.89
Tax	164.26
Sub Total	2,192.15
Ship-Handling	\$20.00
Total	\$2,212.15

EXHIBIT B
AGENCY CONTRACT
(attached)

Request for Proposal Solicitation No. BPM002192 that resulted in Contract No. CTR049178-1