



**PURCHASING ITEM  
FOR  
COUNCIL AGENDA**

**1. Agenda Item Number:**

17

**2. Council Meeting Date:**  
January 22, 2015

**TO: MAYOR & COUNCIL**

**3. Date Prepared:** December 30, 2014

**THROUGH: CITY MANAGER**

**4. Requesting Department:** Police

**5. SUBJECT:** Agreement No. PD5-680-3472, for the purchase of ammunition

**6. RECOMMENDATION:** Recommend approval of Agreement No. PD5-680-3472, for the purchase of ammunition, with San Diego Police Equipment Co. Inc., International Cartridge Corporation, Proforce Law Enforcement, Miwall Corporation, and Lawmen's & Shooters Supply, Inc., for a combined total in the amount of \$125,378.98.

**7. HISTORICAL BACKGROUND/DISCUSSION:** Police officers carry firearms as part of their daily duties. Requirements for annual qualification and training are set in Arizona Peace Officer Standards and Training and by Departmental policy. Specific duty ammunition has been identified and utilized after a testing and evaluation process. A variety of indoor lead-free frangible ammunition and outdoor standard training ammunition must be comparable with the issued duty ammunition used for training. Firearms training staff has tested and validated different manufacturers' products to identify those that meet this standard, and they depend on various distributors to provide this ammunition on an as-needed basis.

**8. EVALUATION PROCESS:** On November 12, 2014 staff issued an Invitation for Bid (IFB) for the purchase of ammunition on an as-needed basis. This bid was issued in cooperation with Pinal County. The bid was advertised and all vendors registered with the City were notified. Six (6) responses were received from San Diego Police Equipment, Co. Inc., International Cartridge Corporation, Proforce Law Enforcement, Miwall Corporation, Lawmen's & Shooters Supply, Inc., and GT Distributors Inc.

Staff evaluated the bids and is recommending award to San Diego Police Equipment Co. Inc., International Cartridge Corporation, Proforce Law Enforcement, Miwall Corporation, and Lawmen's & Shooters Supply, Inc. who were all deemed to have submitted bids that were responsible and in compliance with the specifications and requirements.

**9. FINANCIAL IMPLICATIONS:** Funding for purchases will be from the General Fund, Police, Community Resources and Training, Ammunition Account 101-2080-5348. Purchases under these contracts are not anticipated until July 2015 under that budget year's allocation and will be made on an as-needed basis not to exceed the total budgeted amount.

**10. PROPOSED MOTION:** Move to approve Agreement No. PD5-680-3472, for the purchase of ammunition, with San Diego Police Equipment Co. Inc., International Cartridge Corporation, Proforce Law Enforcement, Miwall Corporation, and Lawmen's & Shooters Supply, Inc., for a combined total in the amount of \$125,378.98.

**APPROVALS**

**11. Requesting Department**

  
Matthew Christensen, Police Commander

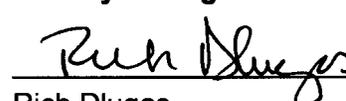
**12. Department Head**

  
Sean Duggan, Chief of Police

**13. Procurement Officer**

  
Juan Martinez

**14. City Manager**

  
Rich Dlugas



CITY OF CHANDLER PURCHASE CONTRACT  
AMMUNITION  
AGREEMENT NO.: PD5-680-3472

THIS AGREEMENT is made and entered into this     day of     2015, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and Lawmen's & Shooters Supply, Inc., hereinafter referred to as "CONTRACTOR".

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

**1. CONTRACT ADMINISTRATION AND OPERATION:**

- 1.1. **Contract Administrator:** CONTRACTOR shall act under the authority and approval of the Police Sergeant /designee (Contract Administrator), to provide the goods and merchandise required by this Contract.
- 1.2. **Ordering Instructions:** Authorization for purchases under the terms and conditions of this contract will be made only upon issuance of a CITY Purchase Order, a Contract Release Order or use of a City Procurement Card.
- 1.3. **Usage Report.** Annually CONTRACTOR shall furnish CITY a usage report delineating the acquisition activity governed by the contract. The format of the report shall be approved by CITY and shall disclose the quantity and the dollar value of each contract item by individual purchasing unit.

**2. GOODS AND MERCHANDISE TO BE PROVIDED:** CONTRACTOR shall provide to CITY the goods and merchandise listed on Exhibit A, attached hereto and made a part hereof by reference, at the prices listed on Exhibit B, all as more specifically set forth in the Specifications and details included therein.

- 2.1. **Safety Standards:** All items supplied pursuant to this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.
- 2.2. **Non-Discrimination.** The CONTRACTOR shall comply with State Executive Order No. 99-4 and all other applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.
- 2.3. **Product Discontinuance (Categories):** In the event that a required product or model is discontinued by the manufacturer, CITY at its sole discretion may allow CONTRACTOR to provide a substitute for the discontinued item. CONTRACTOR shall request permission to substitute a new product or model and provide the following:

A formal announcement from the manufacturer that the product or model has been discontinued.

Documentation from the manufacturer that names the replacement product or model.

Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.

Documentation confirming that the price for the replacement is the same as or less than the discontinued model.

If requested by CITY, CONTRACTOR shall provide a sample of the replacement product.

- 2.4. **Licenses:** CONTRACTOR shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by CONTRACTOR as applicable to this contract.
- 2.5. **Contract Orders:** CONTRACTOR shall, in accordance with all terms and conditions of this Contract, fully perform and shall be obligated to comply with all contract orders received by CONTRACTOR prior to the expiration or termination hereof, unless otherwise directed in writing by the Contract Administrator, including, without limitation, all contract orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.
- 2.6. **Advertising, Publishing and Promotion of Contract:** The CONTRACTOR shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 2.7. **Compliance With Applicable Laws:** CONTRACTOR shall comply with all applicable Federal, state and local laws, and with all applicable license and permit requirements.
- 2.8. **Assignment:** Services covered by this Contract shall not be assigned in whole or in part without the prior written consent of CITY.
- 2.9. **Amendments:** The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by CITY in writing or made unilaterally by the CONTRACTOR are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on those changes.
- 2.10. **Payment.** A separate invoice shall be issued for each shipment of goods or materials, and no payment will be issued prior to receipt of goods or materials and receipt of a correct invoice.
- 2.11. **Estimated Quantities.** The quantities shown on Exhibit B (the Price List) are estimates only, based upon available information. Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by CITY. CITY reserves the right to increase or decrease the quantities actually required.
- 2.12. **New/Current Products.** All goods, equipment, materials, parts and other components supplied pursuant to this Contract shall be new, or the latest model and of the most suitable grade for the purpose intended.
- 2.13. **Packing and Shipping.** The CONTRACTOR shall 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.

**3. Warranties:**

**3.1. Liens:** CONTRACTOR warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

**3.2. Quality:** Unless otherwise modified elsewhere in these terms and conditions, CONTRACTOR warrants that, for one year after acceptance by CITY of the materials, they shall be:

**3.2.1.** Of a quality to pass without objection in the trade under the Contract description;

**3.2.2.** Fit for the intended purposes for which the materials are used;

**3.2.3.** Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

**3.2.4.** Adequately contained, packaged and marked as the Contract may require; and

**3.2.5.** Conform to the written promises or affirmations of fact made by CONTRACTOR.

**3.3. Fitness:** CONTRACTOR warrants that any material supplied to CITY shall fully conform to all requirements of the Contract and all representations of CONTRACTOR, and shall be fit for all purposes and uses required by the Contract.

**3.4. Inspection/Testing:** The warranties set forth in Section 3 herein are not affected by inspection or testing of or payment for the materials by CITY.

**3.5. Warranty.** All goods supplied under this Contract shall be fully guaranteed by manufacturer's warranty and shall be indicated in offer.

**4. ACCEPTANCE AND DOCUMENTATION:** All goods are subject to final inspection and acceptance by CITY. Material failing to meet the requirements of this Contract will be held at CONTRACTOR's risk and may be returned to CONTRACTOR. If so returned, the cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses are the responsibility of CONTRACTOR. CITY may elect to do any or all of the following: Waive the non-conformance; stop the work immediately; or bring the material into compliance. Defective Products. All defective products shall be replaced and exchanged by CONTRACTOR. The cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses shall be paid by the CONTRACTOR. All replacement products must be received by CITY within seven (7) days of initial notification

**4.1. Records.** The CONTRACTOR shall retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.

**4.2. Audit.** At any time during the term of this Contract and five (5) years thereafter, CONTRACTOR's books and records shall be subject to audit by CITY to the extent that the books and records relate to the performance of the Contract or Subcontract. Upon request, CONTRACTOR shall produce a legible copy of any or all such records.

**4.3. Delivery.** Delivery shall be made within ninety (90) calendar days after receipt of a Contract Purchase Order (ARO).

5. **PRICE:** CITY shall pay to CONTRACTOR an amount not to exceed the per unit price set forth in Exhibit B for the amount of ammunition received by the CITY.
- 5.1. **Pricing:** Prices stated include all freight, insurance, warranty costs, and any other applicable costs.
- 5.2. **Payment:** A separate invoice shall be issued for each shipment of goods or merchandise, and no payment will be issued prior to receipt of material and a correct invoice. All billing invoices shall include delivery time, purchase order number, and contractual payment terms. Items are to be identified by the name, model number, contract number, line item number, and serial number if applicable. Payment. CONTRACTOR shall submit to the issuing department, after completion of the task or combination of tasks listed by the issuing departments task order, a statement of charges for the work completed under that task order, in conformance with the pricing schedule of this contract, the issuing department shall process the claim for prompt payment in accordance with the standard operating procedures of CITY.
- 5.3. **Delivery:** All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations (City of Chandler and Pinal County). CONTRACTOR shall retain title and control of all goods until they are delivered and accepted by CITY. All risk of transportation and all related charges shall be the responsibility of CONTRACTOR. All claims for visible or concealed damage shall be filed by CONTRACTOR. CITY will notify CONTRACTOR promptly of any damaged goods and shall assist CONTRACTOR in arranging for inspection.
- 5.4. **Risk of Loss:** CONTRACTOR shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with CONTRACTOR regardless of receipt.
- 5.5. **TAXES:** CONTRACTOR shall be solely responsible for any and all tax obligations, which may result out of CONTRACTOR'S performance of this Contract. CITY shall have no obligation to pay any amounts for taxes, of any type, incurred by CONTRACTOR.
- 5.6. **IRS W9 Form.** In order to receive payment CONTRACTOR shall have a current I.R.S. W9 Form on file with CITY, unless said form is not required by law.
- 5.7. **Price Adjustment (Annual).** All prices offered herein shall be firm against any increase for one (1) year from the effective date of the Contract. Prior to commencement of subsequent renewal terms, CITY will entertain a fully documented request for price adjustment. The requested increase shall be based upon a cost increase to CONTRACTOR that was clearly unpredictable at the time the Contract was executed directly correlated to the price of the product concerned.
- 5.8. **Acceptance by CITY.** CITY reserves the right to accept or reject the request for a price increase. If 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 a written Contract Amendment must be approved and executed by the Parties.
- 5.9. **Price Reduction.** CONTRACTOR shall offer CITY a price reduction for its products concurrent with a published price reduction made to other customers.

6. **TERM:** The contract term is for a one year period subject to mutually agreed upon additional successive periods of a maximum twelve months per extension with a maximum aggregate including all extensions not to exceed five (5) years. Additionally, the contract may be extended unilaterally for a period of thirty-one days or a portion thereof.

7. **USE OF THIS CONTRACT:**

7.1. **CONTRACTOR** is aware that there is more than one **CONTRACTOR** who has been awarded a Contract to provide this type of goods and materials. **CITY** reserves the right and will issue Purchase Orders for goods and materials based on ability of **CONTRACTOR** to meet **CITY**'s schedule and/or price.

7.2. **Emergency Purchases:** **CITY** reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately by the **CONTRACTOR**.

7.3. **Cooperative Use of Contract.** In addition to the City of Chandler and with approval of the contracted **CONTRACTOR**, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at [www.maricopa.gov/materials](http://www.maricopa.gov/materials) and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. 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.

8. **CITY'S CONTRACTUAL REMEDIES:**

8.1. **Right to Assurance:** If **CITY** in good faith has reason to believe that **CONTRACTOR** does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that **CONTRACTOR** give a written assurance of intent to perform. Failure by **CONTRACTOR** to provide written assurance within the number of Days specified in the demand may, at **CITY**'s option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2. **Non-exclusive Remedies:** The rights and the remedies of **CITY** under this Contract are not exclusive.

8.3. **Nonconforming Tender:** Goods, materials or merchandise supplied under this Contract shall fully comply with this Contract and the specifications included herein. The delivery of goods, materials or merchandise or any portion thereof that do not fully comply constitutes a breach of contract. On delivery of nonconforming goods, materials or merchandise, **CITY** may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.4. **Right of Offset:** **CITY** shall be entitled to offset against any sums due to **CONTRACTOR**, any expenses or costs incurred by **CITY**, or damages assessed by **CITY** concerning **CONTRACTOR**'s non-conforming performance or failure to perform the Contract, including costs and damages incurred by **CITY**.

9. **TERMINATION:**

9.1. **Termination for Convenience:** **CITY** reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such

termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subCONTRACTORS to cease such work. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the CONTRACTOR and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director shall determine the percentage of work performed under each task detailed in the Scope of Work and the CONTRACTOR'S compensation shall be based upon such determination and CONTRACTOR'S fee schedule included herein.

**9.2. Termination for Cause:** City may terminate this Agreement for Cause:

Upon the occurrence of any one or more of the following events:

- 1) If CONTRACTOR fails to perform pursuant to the terms of this Agreement
- 2) If CONTRACTOR is adjudged a bankrupt or insolvent;
- 3) If CONTRACTOR makes a general assignment for the benefit of creditors;
- 4) If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR'S property;
- 5) If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
- 6) If CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
- 7) Where Agreement has been so terminated by CITY, the termination shall not affect any rights of CITY against CONTRACTOR then existing or which may thereafter accrue.

**9.3. Termination for Misrepresentation.** CITY may, upon written notice, terminate this Contract for any attempt by CONTRACTOR to represent any goods or materials not specifically awarded as being under contract with the CITY of Chandler. Any such action is subject to the legal and contractual remedies available to CITY inclusive of, but not limited to, contract cancellation, suspension and/or debarment of CONTRACTOR.

**9.4. Cancellation for Conflict of Interest:** Pursuant to A.R.S. § 38-511, CITY may cancel this Contract after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of CITY is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the CONTRACTOR receives written notice of the cancellation unless the notice specifies a later time.

**9.5. Gratuities:** CITY may, by written notice, terminate this Contract, in whole or in part, if CITY determines that employment or a Gratuity was offered or made by the CONTRACTOR or a representative of the CONTRACTOR to any officer or employee of CITY for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. CITY, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the CONTRACTOR.

**9.6. Suspension or Debarment:** CITY may, by written notice to the CONTRACTOR,

immediately terminate this Contract if CITY determines that the CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Sub-CONTRACTOR of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the CONTRACTOR is not currently suspended or debarred. If the CONTRACTOR becomes suspended or debarred, the CONTRACTOR shall immediately notify CITY.

- 9.7. Continuation of Performance Through Termination:** The CONTRACTOR shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 9.8. No Waiver:** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 9.9. Availability of Funds for the next Fiscal Year.** Funds may not presently be available under this agreement beyond the current fiscal year. No legal liability on the part of the CITY for services may arise under this agreement beyond the current fiscal year until funds are made available for performance of this agreement. The CITY may reduce services or terminate this agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.
- 10. FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.
- 11. DISPUTE RESOLUTION:**
- 11.1 Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 11.2 Jurisdiction and Venue.** The parties agree that this Agreement is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.
- 11.4 Fees and Costs.** Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees; provided, however, that no award of attorney's fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.
- 12. INDEMNIFICATION:** To the fullest extent permitted by law, CONTRACTOR, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City and any of its elected or appointed officials, officers, directors, commissioners, board members, agents or employees from and against any and all allegations, demands, claims, proceedings, suits, actions,

damages, including, without limitation, property damage, environmental damages, personal injury and wrongful death claims, losses, expenses (including claim adjusting and handling expenses), penalties and fines (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings), judgments or obligations, which may be imposed upon or incurred by or asserted against the City by reason of this Agreement or the services performed or permissions granted under it, or related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by CONTRACTOR, or any of its subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, relating to the discharge of any duties or the exercise of any rights or privileges arising from or incidental to this Agreement, including but not limited to, any injury or damages claimed by any of CONTRACTOR's and subcontractor's employees.

The amount and type of insurance coverage requirements set forth in the Agreement will in no way be construed as limiting the scope of indemnity in this paragraph.

13. **NOTICES:** All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

<p>In the case of CITY</p> <p>Department: Police Department</p> <p>Contact: <u>Jason Barnes</u></p> <p>Mailing Address: <u>PO Box 4008, MS 303</u></p> <p>Physical Address: <u>250 E. Chicago St.</u></p> <p>City, State, Zip: <u>Chandler, AZ 85286</u></p> <p>Phone: <u>480-782-4557</u></p> <p>FAX: <u>480-782-4880</u></p>	<p>In the case of the CONTRACTOR</p> <p>Firm Name: <u>Lawmen's &amp; Shooters Supply</u></p> <p>Contact: <u>Gail Walker-Keen</u></p> <p>Address: <u>7750 9<sup>th</sup> Street SW</u></p> <p>City, State, Zip: <u>Vero Beach, FL 32968</u></p> <p>Phone: <u>772-569-8700</u></p> <p>FAX: <u>772-569-2955</u></p> <p><u>bids@lawmens.net</u></p>
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Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

14. **GENERAL TERMS:**

- 14.1. **Entire Agreement:** This Contract, including Exhibits A-F attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives or each party.
- 14.2. **Arizona Law:** This Contract shall be governed and interpreted according to the laws of the State of Arizona.
- 14.3. **Assignment:** Services covered by this Contract shall not be assigned in whole or in part without the prior written consent of CITY.
- 14.4. **Amendments:** The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by CITY in writing or made unilaterally by the CONTRACTOR are violations of the Contract and of applicable law.

Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on those changes.

**14.5. Conflict of Interest:**

**14.5.1 No Kickback:** CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of City Council or any employee of CITY has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in CONTRACTOR'S proposal to CITY.

**14.5.2 Kickback Termination:** CITY may cancel this Contract, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of CITY'S departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a CONTRACTOR to any other party to the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice from CITY is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. §38-511).

**14.5.3 No Conflict:** CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.

**14.6. Independent CONTRACTOR:** The CONTRACTOR under this Contract is an independent contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

**14.7. No Parole Evidence:** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

**14.8. Authority:** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

**14.9. Ownership.** All deliverables and/or other products of the Contract (including but not limited to all software documentation, reports, records, summaries and other matter and materials prepared or developed by CONTRACTOR in performance of the Contract) shall be the sole, absolute and exclusive property of CITY, free from any claim or retention of right on the part of CONTRACTOR, its agents, sub-contractors, officers or employees.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this day  
of 2015.

FOR THE CITY OF CHANDLER

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney *[Signature]*

FOR THE CONTRACTOR

By: *[Signature]*  
\_\_\_\_\_  
Signature

ATTEST: If Corporation

*[Signature]*  
\_\_\_\_\_  
Secretary

**EXHIBIT A**  
**CITY OF CHANDLER AMMUNITION TECHNICAL SPECIFICATIONS**

**CONTRACTOR SHALL SUPPLY THE FOLLOWING ON AN AS-NEEDED BASIS AND CONFORM TO THE FOLLOWING REQUIREMENTS:**

1. 9MM FRANGIBLE TRAINING AMMUNITION; 100 grain, lead free and heavy metal free primers, copper/zinc compressed frangible bullet packaged 1000 rounds per case. Bullet velocity ranges approximately 1350 feet per second using a 4" barrel. Ammunition shall be as manufactured by ATK CCI Speer RHT # 53365 or equal. Annual purchase estimated at 80,000 rounds
2. 9MM CLEAN-FIRE AMMUNITION; 124 grain, Full Metal Jacket, lead core bullet packaged 1000 rounds per case. Ammunition consists of a copper encased lead core bullet using a lead free and heavy metal free primer. Bullet velocity ranges at 1200 feet per second. Ammunition shall be as manufactured by ATK CCI Speer Lawman # 53651 or # 03460 or equal. Annual purchase estimated at 10,000 rounds.
3. .40 S&W FRANGIBLE TRAINING AMMUNITION; 125 grain, lead/heavy metal free primers, copper/zinc compressed frangible bullet packaged 1000 rounds per case. Bullet velocity ranges approximately 1130 feet per second using a 4" barrel. Ammunition shall be as manufactured by ATK., CCI Speer RHT # 53375 or equal. Annual purchase estimated at 15,000 rounds.
4. .40 S&W CLEAN-FIRE AMMUNITION; 180 grain Clean-fire training ammunition. Full Metal Jacket, lead core bullet packaged 1000 rounds per case. Ammunition consists of a copper encased lead core bullet using a lead free and heavy metal free primer. Bullet velocity ranges at 1000 feet per second. Ammunition shall be as manufactured by ATK., CCI Speer Lawman # 03477 or equal. Annual purchase estimated at 5,000 rounds.
5. .45 ACP 230 grain Clean-fire training ammunition. Full Metal Jacket, lead core bullet packaged 1000 rounds per case. Ammunition consists of a copper encased lead core bullet using a lead free and heavy metal free primer. Bullet velocity ranges at 850 feet per second. Ammunition shall be as manufactured by ATK., CCI Speer Lawman # 03480 or equal. Annual purchase estimated at 5,000 rounds.
6. .380 AUTO AMMUNITION; 90 grain jacketed hollow point, electrochemically bonded to alloy core bullet, packaged 1,000 rounds per case. Ammunition will have multiple uses, such as, practice, target training and duty use. Bullet velocity ranges at 900 feet per second from a 3.75" test barrel. Ammunition shall be as manufactured by ATK, CCI Speer Gold Dot Hollow Point (GDHP) # 53606 or equal. Annual purchase estimated at 1,000 rounds.
7. .38 SPL. AMMUNITION; 125 grain jacketed hollow point, electrochemically bonded to alloy core bullet, packaged 1,000 rounds per case. Ammunition will have multiple uses, such as, practice, target training and duty use. Bullet velocity ranges at 900 feet per second from a 3.75" test barrel. Ammunition shall be as manufactured by ATK, CCI Speer Gold Dot Hollow Point (GDHP) # 53720 or equal. Annual purchase estimated at 1,000 rounds.
8. .357 AMMUNITION; 158 grain jacketed hollow point, electrochemically bonded to alloy core bullet, packaged 1,000 rounds per case. Ammunition will have multiple uses, such as, practice, target training and duty use. Bullet velocity ranges at 1250 feet per second from a 4" test barrel. Ammunition shall be as manufactured by ATK, CCI Speer Gold Dot Hollow Point (GDHP) # 53960 or equal. Annual purchase estimated at 1,000 rounds.
9. 9MM AMMUNITION; 124+P grain jacketed hollow point, electrochemically bonded to alloy core bullet, packaged 1,000 rounds per case. Ammunition will have multiple uses, such as, practice, target training and duty use. Bullet velocity ranges at 1250 feet per second from a 4" test barrel. Ammunition shall be as manufactured by ATK, CCI Speer Gold Dot Hollow Point (GDHP) # 53617 or equal. Annual purchase estimated at 25,000 rounds.

10. .40 S&W AMMUNITION; 180 grain jacketed hollow point, electrochemically bonded to alloy core bullet, packaged 1,000 rounds per case. Ammunition will have multiple uses, such as, practice, target training and duty use. Bullet velocity ranges at 1050 feet per second from a 4" test barrel. Ammunition shall be as manufactured by ATK, CCI Speer Gold Dot Hollow Point (GDHP) # 53962 or equal. Annual purchase estimated at 4,000 rounds.
11. .45 ACP AMMUNITION; 230 grain jacketed hollow point, electrochemically bonded to alloy core bullet, packaged 1,000 rounds per case. Ammunition will have multiple uses, such as, practice, target training and duty use. Bullet velocity ranges at 875 feet per second from a 4" test barrel. Ammunition shall be as manufactured by ATK, CCI Speer Gold Dot Hollow Point (GDHP) # 53966 or equal. Annual purchase estimated at 1,000 rounds.
12. 12 GAUGE AMMUNITION; 7.5 birdshot plastic encased shells packaged 250 rounds per case. Ammunition will have multiple uses, such as, practice and target training. Bullet velocity ranges at 1000 feet per second from a 16" test barrel. Ammunition shall be as manufactured by Federal # T115 7.5or equal. Annual purchase estimated at 2,500 rounds.
13. 12 GAUGE AMMUNITION; 00 buckshot plastic encased shells packaged 250 rounds per case. Ammunition will have multiple uses, such as, practice, target training and duty carry. Bullet velocity ranges at 1000 feet per second from a 16" test barrel. Ammunition shall be as manufactured by Federal # LE132.00 or equal. Annual purchase estimated at 1,000 rounds.
14. 12 GAUGE AMMUNITION; Rifle/slug plastic encased shells packaged 250 rounds per case. Ammunition will have multiple uses, such as, practice, target training and duty carry. Bullet velocity ranges at 1000 feet per second from a 16" test barrel. Ammunition shall be as manufactured by Federal # LE132-RS or equal. Annual purchase estimated at 1000 rounds.
15. 308 AMMUNITION; 168 grain BTSP rounds packaged 200 per case. This is a soft point boat tail bullet. Ammunition will have multiple uses, such as training, practice and duty use. Bullet velocity ranges at 2600 feet per second from a 16" barrel. Ammunition shall be as manufactured by Federal #GM308M or equal. Annual purchase estimated at 6,000 rounds.
16. 308 AMMUNITION; 168 grain Tactical Bonded rounds packaged 200 per case. This is a bonded copper bullet with a lead core. Ammunition will have multiple uses, such as training, practice and duty use. Bullet velocity ranges at 2600 feet per second from a 16" barrel. Ammunition shall be as manufactured by Federal # LE308T1 or equal. Annual purchase estimated at 2,000 rounds
17. .308 AMMUNITION, Hornady 168 grain AMAX-TAP rounds packaged 200 per case. Ammunition shall have multiple uses, such as training, practice and duty use. Bullet velocity ranges at approximately 2600 fps from the standard barrel. Ammunition shall be as manufactured by Hornady #80965 or equal. Annual purchases estimated at 6,000 rounds
18. .223 REMINGTON AMMUNITION; 55 grain (5.56X45MM) Federal Tactical Rifle Urban, Sierra Match Game King Boat Tail Hollow Point bullet packaged 500 per case. Velocity ranges approximately 2900 feet per second using a 16" barrel. Ammunition shall be as manufactured by Federal #T223E or equal. Annual purchase of .223 ammunition is estimated at 6,000 rounds.
19. .223 REMINGTON AMMUNITION; 55 grain (5.56X45MM) full metal jacket bullet packaged 500 per case. Ammunition will have multiple uses, such as, training and target practice. Velocity ranges approximately 2900 feet per second using a 16" barrel. Ammunition shall be as manufactured by Federal #XM193, Federal AE 223 or equal. Annual purchase of .223 practice ammunition estimated at 40,000 rounds
20. 223 REMINGTON AMMUNITION; 62 grain bonded Core-Lokt Ultra PSP bullet packaged 500 per case. Velocity ranges from 2600 fps in the 10.5" barrel and 3000 fps in the 16" barrel weapons.

Ammunition shall be as manufactured by Remington product # PRC223R4 or equal. Annual purchases of .223 ammunition is approximately 6,000 rounds.

21. .223 REMINGTON AMMUNITION; 64 grain Speer Gold Dot SP bullet packaged 500 per case. Velocity ranges from 2600 fps in the 10.5" barrel up to 3000 pfs in the 16" barrel weapons. Ammunition shall be as manufactured by Federal Speer product #24448 or equal. Annual purchase of .223 ammunition estimated at 6,000 rounds.
22. .223 REMINGTON AMMUNITION; 55 grain lead free frangible training ammunition packaged 200 per case. Velocity range approximately 3100 fps in the 16" barrel guns. Ammunition shall be as manufactured by ATK, Federal Ballistic Clean RHT product # BC223NT5A. Annual purchase of .223 frangible ammunition is approximately 10,000 rounds.
23. .40 S&W CLEAN-FIRE AMMUNITION; 180 grain Clean-fire training ammunition. Full Metal Jacket, lead core bullet packaged 1000 rounds per case. Ammunition consists of a copper encased lead core bullet using a lead free and heavy metal free primer. Bullet velocity ranges at 1000 feet per second. Ammunition shall be as manufactured by Federal # AE40N1 or equal. Annual purchase estimated at 5,000 rounds.
24. .45 ACP FRANGIBLE AMMUNITION; 155 grain frangible bullet packaged 1000 rounds per case. Ammunition consists of a sintered copper bullet with a CCI Clean Fire primer which eliminates lead, barium and antimony from the primer compound. Bullet velocity ranges at 1125 feet per second. Ammunition shall be as manufactured by Speer #53395. Annual purchase estimated at 10,000 rounds.
25. .223 FRANGIBLE AMMUNITION; 55 grain, sinter bullet frangible training ammunition packaged 200 rounds per case. Ammunition consists of a copper/zinc compressed bullet using a lead free and heavy metal free primer. Bullet velocity ranges at 2900 feet per second. Ammunition shall be as manufactured by Winchester # RA223SF or equal. Annual purchase estimated at 20,000 rounds.
26. 12 GAUGE FRANGIBLE AMMUNITION; Disintegrator rifle slug, sinter bullet frangible training ammunition packaged 500 rounds per case. Ammunition consists of a copper/zinc-compressed bullet using a lead free and heavy metal free primer. Bullet velocity ranges at 1000 feet per second. Ammunition shall be as manufactured by Remington # LF12SGS or equal. Annual purchase estimated at 1,000 rounds.
27. .38 SPL FRANGIBLE AMMUNITION; 110 grain frangible bullet packaged 1000 rounds per case. Ammunition consists of a copper/zinc-compressed bullet using lead and heavy metal free primers. Bullet velocity ranges at 900 feet per second from a 4" barrel. Ammunition shall be as manufactured by International Cartridge Corporation # 038-110-TFP-B. Estimated annual purchase is 1,000 rounds.
28. 380 AUTO FRANGIBLE AMMUNITION; 75 grain frangible bullet packaged 1000 rounds per case. Ammunition consists of a sintered copper bullet with a CCI Clean Fire primer which eliminates lead, barium and antimony from the primer compound. Bullet velocity ranges at 1140 feet per second from a 3.75" barrel. Ammunition shall be as manufactured by Speer #53382. Annual purchase estimated at 1,000 rounds
29. 9MM FX MARKING CARTRIDGES; Simunitions non-lethal 9MM marking cartridges packaged 1000 rounds per case. For use in specially designed pistols for FX training purposes. Ammunition shall be as manufactured by Simunitions in various colors. Annual estimated purchase is 6,000 rounds
30. .38 SPL FX MARKING CARTRIDGES; Simunitions non-lethal .38SPL marking cartridges packaged 1000 rounds per case. For use in specially designed pistols for FX training purposes. Ammunition shall be as manufactured by Simunitions in various colors. Annual estimated purchase is 1,000 rounds.

**EXHIBIT B  
PRICING**

ITEM #	DESCRIPTION	CHANDLER EST. ANNUAL QTY (ROUNDS)	BRAND / PRODUCT NO.	UNIT PRICE PER 1,000
25.	.223 Frangible ammunition; 55 grain, sinter bullet frangible training; per specs	20,000	International Cartridge #223-045PIR-M	\$580.00

CITY OF CHANDLER PURCHASE CONTRACT  
AMMUNITION  
AGREEMENT NO.: PD5-680-3472

THIS AGREEMENT is made and entered into this     day of     2015, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and Miwall Corporation, hereinafter referred to as "CONTRACTOR".

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

**1. CONTRACT ADMINISTRATION AND OPERATION:**

- 1.1. **Contract Administrator:** CONTRACTOR shall act under the authority and approval of the Police Sergeant /designee (Contract Administrator), to provide the goods and merchandise required by this Contract.
- 1.2. **Ordering Instructions:** Authorization for purchases under ~~the terms~~ and conditions of this contract will be made only upon issuance of a CITY Purchase Order, a Contract Release Order or use of a City Procurement Card.
- 1.3. **Usage Report.** Annually CONTRACTOR shall furnish CITY a usage report delineating the acquisition activity governed by the contract. The format of the report shall be approved by CITY and shall disclose the quantity and the dollar value of each contract item by individual purchasing unit.

**2. GOODS AND MERCHANDISE TO BE PROVIDED:** CONTRACTOR shall provide to CITY the goods and merchandise listed on Exhibit A, attached hereto and made a part hereof by reference, at the prices listed on Exhibit B, all as more specifically set forth in the Specifications and details included therein.

- 2.1. **Safety Standards:** All items supplied pursuant to this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.
- 2.2. **Non-Discrimination.** The CONTRACTOR shall comply with State Executive Order No. 99-4 and all other applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.
- 2.3. **Product Discontinuance (Categories):** In the event that a required product or model is discontinued by the manufacturer, CITY at its sole discretion may allow CONTRACTOR to provide a substitute for the discontinued item. CONTRACTOR shall request permission to substitute a new product or model and provide the following:

A formal announcement from the manufacturer that the product or model has been discontinued.

Documentation from the manufacturer that names the replacement product or model.

Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.

Documentation confirming that the price for the replacement is the same as or less than the discontinued model.

If requested by CITY, CONTRACTOR shall provide a sample of the replacement product.

- 2.4. **Licenses:** CONTRACTOR shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by CONTRACTOR as applicable to this contract.
- 2.5. **Contract Orders:** CONTRACTOR shall, in accordance with all terms and conditions of this Contract, fully perform and shall be obligated to comply with all contract orders received by CONTRACTOR prior to the expiration or termination hereof, unless otherwise directed in writing by the Contract Administrator, including, without limitation, all contract orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.
- 2.6. **Advertising, Publishing and Promotion of Contract:** The CONTRACTOR shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 2.7. **Compliance With Applicable Laws:** CONTRACTOR shall comply with all applicable Federal, state and local laws, and with all applicable license and permit requirements.
- 2.8. **Assignment:** Services covered by this Contract shall not be assigned in whole or in part without the prior written consent of CITY.
- 2.9. **Amendments:** The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by CITY in writing or made unilaterally by the CONTRACTOR are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on those changes.
- 2.10. **Payment.** A separate invoice shall be issued for each shipment of goods or materials, and no payment will be issued prior to receipt of goods or materials and receipt of a correct invoice.
- 2.11. **Estimated Quantities.** The quantities shown on Exhibit B (the Price List) are estimates only, based upon available information. Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by CITY. CITY reserves the right to increase or decrease the quantities actually required.
- 2.12. **New/Current Products.** All goods, equipment, materials, parts and other components supplied pursuant to this Contract shall be new, or the latest model and of the most suitable grade for the purpose intended.
- 2.13. **Packing and Shipping.** The CONTRACTOR shall 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.

**3. Warranties:**

- 3.1. Liens:** CONTRACTOR warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 3.2. Quality:** Unless otherwise modified elsewhere in these terms and conditions, CONTRACTOR warrants that, for one year after acceptance by CITY of the materials, they shall be:
- 3.2.1.** Of a quality to pass without objection in the trade under the Contract description;
  - 3.2.2.** Fit for the intended purposes for which the materials are used;
  - 3.2.3.** Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
  - 3.2.4.** Adequately contained, packaged and marked as the Contract may require; and
  - 3.2.5.** Conform to the written promises or affirmations of fact made by CONTRACTOR.
- 3.3. Fitness:** CONTRACTOR warrants that any material supplied to CITY shall fully conform to all requirements of the Contract and all representations of CONTRACTOR, and shall be fit for all purposes and uses required by the Contract.
- 3.4. Inspection/Testing:** The warranties set forth in Section 3 herein are not affected by inspection or testing of or payment for the materials by CITY.
- 3.5. Warranty.** All goods supplied under this Contract shall be fully guaranteed by manufacturer's warranty and shall be indicated in offer.
- 4. ACCEPTANCE AND DOCUMENTATION:** All goods are subject to final inspection and acceptance by CITY. Material failing to meet the requirements of this Contract will be held at CONTRACTOR's risk and may be returned to CONTRACTOR. If so returned, the cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses are the responsibility of CONTRACTOR. CITY may elect to do any or all of the following: Waive the non-conformance; stop the work immediately; or bring the material into compliance. Defective Products. All defective products shall be replaced and exchanged by CONTRACTOR. The cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses shall be paid by the CONTRACTOR. All replacement products must be received by CITY within seven (7) days of initial notification
- 4.1. Records.** The CONTRACTOR shall retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.
  - 4.2. Audit.** At any time during the term of this Contract and five (5) years thereafter, CONTRACTOR's books and records shall be subject to audit by CITY to the extent that the books and records relate to the performance of the Contract or Subcontract. Upon request, CONTRACTOR shall produce a legible copy of any or all such records.
  - 4.3. Delivery.** Delivery shall be made within sixty (60) calendar days after receipt of a Contract Purchase Order (ARO).

5. **PRICE:** CITY shall pay to CONTRACTOR an amount not to exceed the per unit price set forth in Exhibit B for the amount of ammunition received by the CITY.
- 5.1. **Pricing:** Prices stated include all freight, insurance, warranty costs, and any other applicable costs.
- 5.2. **Payment:** A separate invoice shall be issued for each shipment of goods or merchandise, and no payment will be issued prior to receipt of material and a correct invoice. All billing invoices shall include delivery time, purchase order number, and contractual payment terms. Items are to be identified by the name, model number, contract number, line item number, and serial number if applicable. Payment. CONTRACTOR shall submit to the issuing department, after completion of the task or combination of tasks listed by the issuing departments task order, a statement of charges for the work completed under that task order, in conformance with the pricing schedule of this contract, the issuing department shall process the claim for prompt payment in accordance with the standard operating procedures of CITY.
- 5.3. **Delivery:** All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations (City of Chandler and Pinal County). CONTRACTOR shall retain title and control of all goods until they are delivered and accepted by CITY. All risk of transportation and all related charges shall be the responsibility of CONTRACTOR. All claims for visible or concealed damage shall be filed by CONTRACTOR. CITY will notify CONTRACTOR promptly of any damaged goods and shall assist CONTRACTOR in arranging for inspection.
- 5.4. **Risk of Loss:** CONTRACTOR shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with CONTRACTOR regardless of receipt.
- 5.5. **TAXES:** CONTRACTOR shall be solely responsible for any and all tax obligations, which may result out of CONTRACTOR'S performance of this Contract. CITY shall have no obligation to pay any amounts for taxes, of any type, incurred by CONTRACTOR.
- 5.6. **IRS W9 Form.** In order to receive payment CONTRACTOR shall have a current I.R.S. W9 Form on file with CITY, unless said form is not required by law.
- 5.7. **Price Adjustment (Annual).** All prices offered herein shall be firm against any increase for one (1) year from the effective date of the Contract. Prior to commencement of subsequent renewal terms, CITY will entertain a fully documented request for price adjustment. The requested increase shall be based upon a cost increase to CONTRACTOR that was clearly unpredictable at the time the Contract was executed directly correlated to the price of the product concerned.
- 5.8. **Acceptance by CITY.** CITY reserves the right to accept or reject the request for a price increase. If 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 a written Contract Amendment must be approved and executed by the Parties.
- 5.9. **Price Reduction.** CONTRACTOR shall offer CITY a price reduction for its products concurrent with a published price reduction made to other customers.

6. **TERM:** The contract term is for a one year period subject to mutually agreed upon additional successive periods of a maximum twelve months per extension with a maximum aggregate including all extensions not to exceed five (5) years. Additionally, the contract may be extended unilaterally for a period of thirty-one days or a portion thereof.

7. **USE OF THIS CONTRACT:**

- 7.1. CONTRACTOR is aware that there is more than one CONTRACTOR who has been awarded a Contract to provide this type of goods and materials. CITY reserves the right and will issue Purchase Orders for goods and materials based on ability of CONTRACTOR to meet CITY's schedule and/or price.
- 7.2. **Emergency Purchases:** CITY reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately by the CONTRACTOR.
- 7.3. **Cooperative Use of Contract.** In addition to the City of Chandler and with approval of the contracted CONTRACTOR, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at [www.maricopa.gov/materials](http://www.maricopa.gov/materials) and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. 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.

8. **CITY'S CONTRACTUAL REMEDIES:**

- 8.1. **Right to Assurance:** If CITY in good faith has reason to believe that CONTRACTOR does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that CONTRACTOR give a written assurance of intent to perform. Failure by CONTRACTOR to provide written assurance within the number of Days specified in the demand may, at CITY's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 8.2. **Non-exclusive Remedies:** The rights and the remedies of CITY under this Contract are not exclusive.
- 8.3. **Nonconforming Tender:** Goods, materials or merchandise supplied under this Contract shall fully comply with this Contract and the specifications included herein. The delivery of goods, materials or merchandise or any portion thereof that do not fully comply constitutes a breach of contract. On delivery of nonconforming goods, materials or merchandise, CITY may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- 8.4. **Right of Offset:** CITY shall be entitled to offset against any sums due to CONTRACTOR, any expenses or costs incurred by CITY, or damages assessed by CITY concerning CONTRACTOR's non-conforming performance or failure to perform the Contract, including costs and damages incurred by CITY.

9. **TERMINATION:**

- 9.1. **Termination for Convenience:** CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such

termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subCONTRACTORS to cease such work. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the CONTRACTOR and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director shall determine the percentage of work performed under each task detailed in the Scope of Work and the CONTRACTOR'S compensation shall be based upon such determination and CONTRACTOR'S fee schedule included herein.

**9.2. Termination for Cause:** City may terminate this Agreement for Cause:

Upon the occurrence of any one or more of the following events:

- 1) If CONTRACTOR fails to perform pursuant to the terms of this Agreement
- 2) If CONTRACTOR is adjudged a bankrupt or insolvent;
- 3) If CONTRACTOR makes a general assignment for the benefit of creditors;
- 4) If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR'S property;
- 5) If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
- 6) If CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
- 7) Where Agreement has been so terminated by CITY, the termination shall not affect any rights of CITY against CONTRACTOR then existing or which may thereafter accrue.

**9.3. Termination for Misrepresentation.** CITY may, upon written notice, terminate this Contract for any attempt by CONTRACTOR to represent any goods or materials not specifically awarded as being under contract with the CITY of Chandler. Any such action is subject to the legal and contractual remedies available to CITY inclusive of, but not limited to, contract cancellation, suspension and/or debarment of CONTRACTOR.

**9.4. Cancellation for Conflict of Interest:** Pursuant to A.R.S. § 38-511, CITY may cancel this Contract after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of CITY is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the CONTRACTOR receives written notice of the cancellation unless the notice specifies a later time.

**9.5. Gratuities:** CITY may, by written notice, terminate this Contract, in whole or in part, if CITY determines that employment or a Gratuity was offered or made by the CONTRACTOR or a representative of the CONTRACTOR to any officer or employee of CITY for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. CITY, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the CONTRACTOR.

**9.6. Suspension or Debarment:** CITY may, by written notice to the CONTRACTOR,

immediately terminate this Contract if CITY determines that the CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Sub-CONTRACTOR of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the CONTRACTOR is not currently suspended or debarred. If the CONTRACTOR becomes suspended or debarred, the CONTRACTOR shall immediately notify CITY.

- 9.7. Continuation of Performance Through Termination:** The CONTRACTOR shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 9.8. No Waiver:** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 9.9. Availability of Funds for the next Fiscal Year.** Funds may not presently be available under this agreement beyond the current fiscal year. No legal liability on the part of the CITY for services may arise under this agreement beyond the current fiscal year until funds are made available for performance of this agreement. The CITY may reduce services or terminate this agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.
- 10. FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.
- 11. DISPUTE RESOLUTION:**
- 11.1 Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 11.2 Jurisdiction and Venue.** The parties agree that this Agreement is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.
- 11.4 Fees and Costs.** Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees; provided, however, that no award of attorney's fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.
- 12. INDEMNIFICATION:** To the fullest extent permitted by law, CONTRACTOR, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City and any of its elected or appointed officials, officers, directors, commissioners, board members, agents or employees from and against any and all allegations, demands, claims, proceedings, suits, actions,

damages, including, without limitation, property damage, environmental damages, personal injury and wrongful death claims, losses, expenses (including claim adjusting and handling expenses), penalties and fines (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings), judgments or obligations, which may be imposed upon or incurred by or asserted against the City by reason of this Agreement or the services performed or permissions granted under it, or related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by CONTRACTOR, or any of its subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, relating to the discharge of any duties or the exercise of any rights or privileges arising from or incidental to this Agreement, including but not limited to, any injury or damages claimed by any of CONTRACTOR's and subcontractor's employees.

The amount and type of insurance coverage requirements set forth in the Agreement will in no way be construed as limiting the scope of indemnity in this paragraph.

13. **NOTICES:** All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of CITY	In the case of the CONTRACTOR
Department: <u>Police Department</u>	Firm Name: <u>Miwall Corporation</u>
Contact: <u>Jason Barnes</u>	Contact: <u>Sean Riley</u>
Mailing Address: <u>PO Box 4008, MS 303</u>	Address: <u>PO Box 2809</u>
Physical Address: <u>250 E. Chicago St.</u>	City, State, Zip: <u>Grass Valley, CA 95945</u>
City, State, Zip: <u>Chandler, AZ 85286</u>	Phone: <u>530-274-8228</u>
Phone: <u>480-782-4557</u>	FAX: <u>530-273-1107</u>
FAX: <u>480-782-4880</u>	<u>lesales@miwallcorp.com</u>

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

14. **GENERAL TERMS:**

- 14.1. **Entire Agreement:** This Contract, including Exhibits A-F attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives or each party.
- 14.2. **Arizona Law:** This Contract shall be governed and interpreted according to the laws of the State of Arizona.
- 14.3. **Assignment:** Services covered by this Contract shall not be assigned in whole or in part without the prior written consent of CITY.
- 14.4. **Amendments:** The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by CITY in writing or made unilaterally by the CONTRACTOR are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and

without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on those changes.

**14.5. Conflict of Interest:**

**14.5.1 No Kickback:** CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of City Council or any employee of CITY has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in CONTRACTOR'S proposal to CITY.

**14.5.2 Kickback Termination:** CITY may cancel this Contract, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of CITY'S departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a CONTRACTOR to any other party to the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice from CITY is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. §38-511).

**14.5.3 No Conflict:** CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.

**14.6. Independent CONTRACTOR:** The CONTRACTOR under this Contract is an independent contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

**14.7. No Parole Evidence:** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

**14.8. Authority:** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

**14.9. Ownership.** All deliverables and/or other products of the Contract (including but not limited to all software documentation, reports, records, summaries and other matter and materials prepared or developed by CONTRACTOR in performance of the Contract) shall be the sole, absolute and exclusive property of CITY, free from any claim or retention of right on the part of CONTRACTOR, its agents, sub-contractors, officers or employees.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this day  
of 2015.

FOR THE CITY OF CHANDLER

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

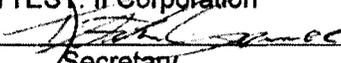
Approved as to form:

\_\_\_\_\_  
City Attorney 

FOR THE CONTRACTOR

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

ATTEST: If Corporation

  
\_\_\_\_\_  
Secretary

**EXHIBIT A**  
**CITY OF CHANDLER AMMUNITION TECHNICAL SPECIFICATIONS**

**CONTRACTOR SHALL SUPPLY THE FOLLOWING ON AN AS-NEEDED BASIS AND CONFORM TO THE FOLLOWING REQUIREMENTS:**

1. 9MM FRANGIBLE TRAINING AMMUNITION; 100 grain, lead free and heavy metal free primers, copper/zinc compressed frangible bullet packaged 1000 rounds per case. Bullet velocity ranges approximately 1350 feet per second using a 4" barrel. Ammunition shall be as manufactured by ATK CCI Speer RHT # 53365 or equal. Annual purchase estimated at 80,000 rounds
2. 9MM CLEAN-FIRE AMMUNITION; 124 grain, Full Metal Jacket, lead core bullet packaged 1000 rounds per case. Ammunition consists of a copper encased lead core bullet using a lead free and heavy metal free primer. Bullet velocity ranges at 1200 feet per second. Ammunition shall be as manufactured by ATK CCI Speer Lawman # 53651 or # 03460 or equal. Annual purchase estimated at 10,000 rounds.
3. .40 S&W FRANGIBLE TRAINING AMMUNITION; 125 grain, lead/heavy metal free primers, copper/zinc compressed frangible bullet packaged 1000 rounds per case. Bullet velocity ranges approximately 1130 feet per second using a 4" barrel. Ammunition shall be as manufactured by ATK., CCI Speer RHT # 53375 or equal. Annual purchase estimated at 15,000 rounds.
4. .40 S&W CLEAN-FIRE AMMUNITION; 180 grain Clean-fire training ammunition. Full Metal Jacket, lead core bullet packaged 1000 rounds per case. Ammunition consists of a copper encased lead core bullet using a lead free and heavy metal free primer. Bullet velocity ranges at 1000 feet per second. Ammunition shall be as manufactured by ATK., CCI Speer Lawman # 03477 or equal. Annual purchase estimated at 5,000 rounds.
5. .45 ACP 230 grain Clean-fire training ammunition. Full Metal Jacket, lead core bullet packaged 1000 rounds per case. Ammunition consists of a copper encased lead core bullet using a lead free and heavy metal free primer. Bullet velocity ranges at 850 feet per second. Ammunition shall be as manufactured by ATK., CCI Speer Lawman # 03480 or equal. Annual purchase estimated at 5,000 rounds.
6. .380 AUTO AMMUNITION; 90 grain jacketed hollow point, electrochemically bonded to alloy core bullet, packaged 1,000 rounds per case. Ammunition will have multiple uses, such as, practice, target training and duty use. Bullet velocity ranges at 900 feet per second from a 3.75" test barrel. Ammunition shall be as manufactured by ATK, CCI Speer Gold Dot Hollow Point (GDHP) # 53606 or equal. Annual purchase estimated at 1,000 rounds.
7. .38 SPL. AMMUNITION; 125 grain jacketed hollow point, electrochemically bonded to alloy core bullet, packaged 1,000 rounds per case. Ammunition will have multiple uses, such as, practice, target training and duty use. Bullet velocity ranges at 900 feet per second from a 3.75" test barrel. Ammunition shall be as manufactured by ATK, CCI Speer Gold Dot Hollow Point (GDHP) # 53720 or equal. Annual purchase estimated at 1,000 rounds.
8. .357 AMMUNITION; 158 grain jacketed hollow point, electrochemically bonded to alloy core bullet, packaged 1,000 rounds per case. Ammunition will have multiple uses, such as, practice, target training and duty use. Bullet velocity ranges at 1250 feet per second from a 4" test barrel. Ammunition shall be as manufactured by ATK, CCI Speer Gold Dot Hollow Point (GDHP) # 53960 or equal. Annual purchase estimated at 1,000 rounds.
9. 9MM AMMUNITION; 124+P grain jacketed hollow point, electrochemically bonded to alloy core bullet, packaged 1,000 rounds per case. Ammunition will have multiple uses, such as, practice, target training and duty use. Bullet velocity ranges at 1250 feet per second from a 4" test barrel. Ammunition shall be as manufactured by ATK, CCI Speer Gold Dot Hollow Point (GDHP) # 53617 or equal. Annual purchase estimated at 25,000 rounds.

10. .40 S&W AMMUNITION; 180 grain jacketed hollow point, electrochemically bonded to alloy core bullet, packaged 1,000 rounds per case. Ammunition will have multiple uses, such as, practice, target training and duty use. Bullet velocity ranges at 1050 feet per second from a 4" test barrel. Ammunition shall be as manufactured by ATK, CCI Speer Gold Dot Hollow Point (GDHP) # 53962 or equal. Annual purchase estimated at 4,000 rounds.
11. .45 ACP AMMUNITION; 230 grain jacketed hollow point, electrochemically bonded to alloy core bullet, packaged 1,000 rounds per case. Ammunition will have multiple uses, such as, practice, target training and duty use. Bullet velocity ranges at 875 feet per second from a 4" test barrel. Ammunition shall be as manufactured by ATK, CCI Speer Gold Dot Hollow Point (GDHP) # 53966 or equal. Annual purchase estimated at 1,000 rounds.
12. 12 GAUGE AMMUNITION; 7.5 birdshot plastic encased shells packaged 250 rounds per case. Ammunition will have multiple uses, such as, practice and target training. Bullet velocity ranges at 1000 feet per second from a 16" test barrel. Ammunition shall be as manufactured by Federal # T115 7.5or equal. Annual purchase estimated at 2,500 rounds.
13. 12 GAUGE AMMUNITION; 00 buckshot plastic encased shells packaged 250 rounds per case. Ammunition will have multiple uses, such as, practice, target training and duty carry. Bullet velocity ranges at 1000 feet per second from a 16" test barrel. Ammunition shall be as manufactured by Federal # LE132.00 or equal. Annual purchase estimated at 1,000 rounds.
14. 12 GAUGE AMMUNITION; Rifle/slug plastic encased shells packaged 250 rounds per case. Ammunition will have multiple uses, such as, practice, target training and duty carry. Bullet velocity ranges at 1000 feet per second from a 16" test barrel. Ammunition shall be as manufactured by Federal # LE132-RS or equal. Annual purchase estimated at 1000 rounds.
15. 308 AMMUNITION; 168 grain BTSP rounds packaged 200 per case. This is a soft point boat tail bullet. Ammunition will have multiple uses, such as training, practice and duty use. Bullet velocity ranges at 2600 feet per second from a 16" barrel. Ammunition shall be as manufactured by Federal #GM308M or equal. Annual purchase estimated at 6,000 rounds.
16. 308 AMMUNITION; 168 grain Tactical Bonded rounds packaged 200 per case. This is a bonded copper bullet with a lead core. Ammunition will have multiple uses, such as training, practice and duty use. Bullet velocity ranges at 2600 feet per second from a 16" barrel. Ammunition shall be as manufactured by Federal # LE308T1 or equal. Annual purchase estimated at 2,000 rounds
17. .308 AMMUNITION, Hornady 168 grain AMAX-TAP rounds packaged 200 per case. Ammunition shall have multiple uses, such as training, practice and duty use. Bullet velocity ranges at approximately 2600 fps from the standard barrel. Ammunition shall be as manufactured by Hornady #80965 or equal. Annual purchases estimated at 6,000 rounds
18. .223 REMINGTON AMMUNITION; 55 grain (5.56X45MM) Federal Tactical Rifle Urban, Sierra Match Game King Boat Tail Hollow Point bullet packaged 500 per case. Velocity ranges approximately 2900 feet per second using a 16" barrel. Ammunition shall be as manufactured by Federal #T223E or equal. Annual purchase of .223 ammunition is estimated at 6,000 rounds.
19. .223 REMINGTON AMMUNITION; 55 grain (5.56X45MM) full metal jacket bullet packaged 500 per case. Ammunition will have multiple uses, such as, training and target practice. Velocity ranges approximately 2900 feet per second using a 16" barrel. Ammunition shall be as manufactured by Federal #XM193, Federal AE 223 or equal. Annual purchase of .223 practice ammunition estimated at 40,000 rounds
20. 223 REMINGTON AMMUNITION; 62 grain bonded Core-Lokt Ultra PSP bullet packaged 500 per case. Velocity ranges from 2600 fps in the 10.5" barrel and 3000 fps in the 16" barrel weapons.

Ammunition shall be as manufactured by Remington product # PRC223R4 or equal. Annual purchases of .223 ammunition is approximately 6,000 rounds.

21. .223 REMINGTON AMMUNITION; 64 grain Speer Gold Dot SP bullet packaged 500 per case. Velocity ranges from 2600 fps in the 10.5" barrel up to 3000 pfs in the 16" barrel weapons. Ammunition shall be as manufactured by Federal Speer product #24448 or equal. Annual purchase of .223 ammunition estimated at 6,000 rounds.
22. .223 REMINGTON AMMUNITION; 55 grain lead free frangible training ammunition packaged 200 per case. Velocity range approximately 3100 fps in the 16" barrel guns. Ammunition shall be as manufactured by ATK, Federal Ballisticlean RHT product # BC223NT5A. Annual purchase of .223 frangible ammunition is approximately 10,000 rounds.
23. .40 S&W CLEAN-FIRE AMMUNITION; 180 grain Clean-fire training ammunition. Full Metal Jacket, lead core bullet packaged 1000 rounds per case. Ammunition consists of a copper encased lead core bullet using a lead free and heavy metal free primer. Bullet velocity ranges at 1000 feet per second. Ammunition shall be as manufactured by Federal # AE40N1 or equal. Annual purchase estimated at 5,000 rounds.
24. .45 ACP FRANGIBLE AMMUNITION; 155 grain frangible bullet packaged 1000 rounds per case. Ammunition consists of a sintered copper bullet with a CCI Clean Fire primer which eliminates lead, barium and antimony from the primer compound. Bullet velocity ranges at 1125 feet per second. Ammunition shall be as manufactured by Speer #53395. Annual purchase estimated at 10,000 rounds.
25. .223 FRANGIBLE AMMUNITION; 55 grain, sinter bullet frangible training ammunition packaged 200 rounds per case. Ammunition consists of a copper/zinc compressed bullet using a lead free and heavy metal free primer. Bullet velocity ranges at 2900 feet per second. Ammunition shall be as manufactured by Winchester # RA223SF or equal. Annual purchase estimated at 20,000 rounds.
26. 12 GAUGE FRANGIBLE AMMUNITION; Disintegrator rifle slug, sinter bullet frangible training ammunition packaged 500 rounds per case. Ammunition consists of a copper/zinc-compressed bullet using a lead free and heavy metal free primer. Bullet velocity ranges at 1000 feet per second. Ammunition shall be as manufactured by Remington # LF12SGS or equal. Annual purchase estimated at 1,000 rounds.
27. .38 SPL FRANGIBLE AMMUNITION; 110 grain frangible bullet packaged 1000 rounds per case. Ammunition consists of a copper/zinc-compressed bullet using lead and heavy metal free primers. Bullet velocity ranges at 900 feet per second from a 4" barrel. Ammunition shall be as manufactured by International Cartridge Corporation # 038-110-TFP-B. Estimated annual purchase is 1,000 rounds.
28. 380 AUTO FRANGIBLE AMMUNITION; 75 grain frangible bullet packaged 1000 rounds per case. Ammunition consists of a sintered copper bullet with a CCI Clean Fire primer which eliminates lead, barium and antimony from the primer compound. Bullet velocity ranges at 1140 feet per second from a 3.75" barrel. Ammunition shall be as manufactured by Speer #53382. Annual purchase estimated at 1,000 rounds
29. 9MM FX MARKING CARTRIDGES; Simunitions non-lethal 9MM marking cartridges packaged 1000 rounds per case. For use in specially designed pistols for FX training purposes. Ammunition shall be as manufactured by Simunitions in various colors. Annual estimated purchase is 6,000 rounds
30. .38 SPL FX MARKING CARTRIDGES; Simunitions non-lethal .38SPL marking cartridges packaged 1000 rounds per case. For use in specially designed pistols for FX training purposes. Ammunition shall be as manufactured by Simunitions in various colors. Annual estimated purchase is 1,000 rounds.

**EXHIBIT B  
PRICING**

ITEM #	DESCRIPTION	CHANDLER EST. ANNUAL QTY (ROUNDS)	BRAND / PRODUCT NO.	UNIT PRICE PER 1,000
17.	.308 ammunition; Hornady 168 grain AMAX-TAP; per specs	6,000	Hornady 80965	\$900.00

CITY OF CHANDLER PURCHASE CONTRACT  
AMMUNITION  
AGREEMENT NO.: PD5-680-3472

THIS AGREEMENT is made and entered into this     day of     2015, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and International Cartridge Corporation, hereinafter referred to as "CONTRACTOR".

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

**1. CONTRACT ADMINISTRATION AND OPERATION:**

- 1.1. Contract Administrator:** CONTRACTOR shall act under the authority and approval of the Police Sergeant /designee (Contract Administrator), to provide the goods and merchandise required by this Contract.
- 1.2. Ordering Instructions:** Authorization for purchases under the terms and conditions of this contract will be made only upon issuance of a CITY Purchase Order, a Contract Release Order or use of a City Procurement Card.
- 1.3. Usage Report.** Annually CONTRACTOR shall furnish CITY a usage report delineating the acquisition activity governed by the contract. The format of the report shall be approved by CITY and shall disclose the quantity and the dollar value of each contract item by individual purchasing unit.

**2. GOODS AND MERCHANDISE TO BE PROVIDED:** CONTRACTOR shall provide to CITY the goods and merchandise listed on Exhibit A, attached hereto and made a part hereof by reference, at the prices listed on Exhibit B, all as more specifically set forth in the Specifications and details included therein.

- 2.1. Safety Standards:** All items supplied pursuant to this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.
- 2.2. Non-Discrimination.** The CONTRACTOR shall comply with State Executive Order No. 99-4 and all other applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.
- 2.3. Product Discontinuance (Categories):** In the event that a required product or model is discontinued by the manufacturer, CITY at its sole discretion may allow CONTRACTOR to provide a substitute for the discontinued item. CONTRACTOR shall request permission to substitute a new product or model and provide the following:

A formal announcement from the manufacturer that the product or model has been discontinued.

Documentation from the manufacturer that names the replacement product or model.

Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.

Documentation confirming that the price for the replacement is the same as or less than the discontinued model.

If requested by CITY, CONTRACTOR shall provide a sample of the replacement product.

- 2.4. **Licenses:** CONTRACTOR shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by CONTRACTOR as applicable to this contract.
- 2.5. **Contract Orders:** CONTRACTOR shall, in accordance with all terms and conditions of this Contract, fully perform and shall be obligated to comply with all contract orders received by CONTRACTOR prior to the expiration or termination hereof, unless otherwise directed in writing by the Contract Administrator, including, without limitation, all contract orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.
- 2.6. **Advertising, Publishing and Promotion of Contract:** The CONTRACTOR shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 2.7. **Compliance With Applicable Laws:** CONTRACTOR shall comply with all applicable Federal, state and local laws, and with all applicable license and permit requirements.
- 2.8. **Assignment:** Services covered by this Contract shall not be assigned in whole or in part without the prior written consent of CITY.
- 2.9. **Amendments:** The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by CITY in writing or made unilaterally by the CONTRACTOR are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on those changes.
- 2.10. **Payment.** A separate invoice shall be issued for each shipment of goods or materials, and no payment will be issued prior to receipt of goods or materials and receipt of a correct invoice.
- 2.11. **Estimated Quantities.** The quantities shown on Exhibit B (the Price List) are estimates only, based upon available information. Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by CITY. CITY reserves the right to increase or decrease the quantities actually required.
- 2.12. **New/Current Products.** All goods, equipment, materials, parts and other components supplied pursuant to this Contract shall be new, or the latest model and of the most suitable grade for the purpose intended.
- 2.13. **Packing and Shipping.** The CONTRACTOR shall 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.

**3. Warranties:**

- 3.1. Liens:** CONTRACTOR warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 3.2. Quality:** Unless otherwise modified elsewhere in these terms and conditions, CONTRACTOR warrants that, for one year after acceptance by CITY of the materials, they shall be:
- 3.2.1.** Of a quality to pass without objection in the trade under the Contract description;
  - 3.2.2.** Fit for the intended purposes for which the materials are used;
  - 3.2.3.** Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
  - 3.2.4.** Adequately contained, packaged and marked as the Contract may require; and
  - 3.2.5.** Conform to the written promises or affirmations of fact made by CONTRACTOR.
- 3.3. Fitness:** CONTRACTOR warrants that any material supplied to CITY shall fully conform to all requirements of the Contract and all representations of CONTRACTOR, and shall be fit for all purposes and uses required by the Contract.
- 3.4. Inspection/Testing:** The warranties set forth in Section 3 herein are not affected by inspection or testing of or payment for the materials by CITY.
- 3.5. Warranty.** All goods supplied under this Contract shall be fully guaranteed by manufacturer's warranty and shall be indicated in offer.
- 4. ACCEPTANCE AND DOCUMENTATION:** All goods are subject to final inspection and acceptance by CITY. Material failing to meet the requirements of this Contract will be held at CONTRACTOR's risk and may be returned to CONTRACTOR. If so returned, the cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses are the responsibility of CONTRACTOR. CITY may elect to do any or all of the following: Waive the non-conformance; stop the work immediately; or bring the material into compliance. Defective Products. All defective products shall be replaced and exchanged by CONTRACTOR. The cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses shall be paid by the CONTRACTOR. All replacement products must be received by CITY within seven (7) days of initial notification
- 4.1. Records.** The CONTRACTOR shall retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.
  - 4.2. Audit.** At any time during the term of this Contract and five (5) years thereafter, CONTRACTOR's books and records shall be subject to audit by CITY to the extent that the books and records relate to the performance of the Contract or Subcontract. Upon request, CONTRACTOR shall produce a legible copy of any or all such records.
  - 4.3. Delivery.** Delivery shall be made within sixty (60) calendar days after receipt of a Contract Purchase Order (ARO).

5. **PRICE:** CITY shall pay to CONTRACTOR an amount not to exceed the per unit price set forth in Exhibit B for the amount of ammunition received by the CITY.
- 5.1. **Pricing:** Prices stated include all freight, insurance, warranty costs, and any other applicable costs.
- 5.2. **Payment:** A separate invoice shall be issued for each shipment of goods or merchandise, and no payment will be issued prior to receipt of material and a correct invoice. All billing invoices shall include delivery time, purchase order number, and contractual payment terms. Items are to be identified by the name, model number, contract number, line item number, and serial number if applicable. Payment. CONTRACTOR shall submit to the issuing department, after completion of the task or combination of tasks listed by the issuing departments task order, a statement of charges for the work completed under that task order, in conformance with the pricing schedule of this contract, the issuing department shall process the claim for prompt payment in accordance with the standard operating procedures of CITY.
- 5.3. **Delivery:** All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations (City of Chandler and Pinal County). CONTRACTOR shall retain title and control of all goods until they are delivered and accepted by CITY. All risk of transportation and all related charges shall be the responsibility of CONTRACTOR. All claims for visible or concealed damage shall be filed by CONTRACTOR. CITY will notify CONTRACTOR promptly of any damaged goods and shall assist CONTRACTOR in arranging for inspection.
- 5.4. **Risk of Loss:** CONTRACTOR shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with CONTRACTOR regardless of receipt.
- 5.5. **TAXES:** CONTRACTOR shall be solely responsible for any and all tax obligations, which may result out of CONTRACTOR'S performance of this Contract. CITY shall have no obligation to pay any amounts for taxes, of any type, incurred by CONTRACTOR.
- 5.6. **IRS W9 Form.** In order to receive payment CONTRACTOR shall have a current I.R.S. W9 Form on file with CITY, unless said form is not required by law.
- 5.7. **Price Adjustment (Annual).** All prices offered herein shall be firm against any increase for one (1) year from the effective date of the Contract. Prior to commencement of subsequent renewal terms, CITY will entertain a fully documented request for price adjustment. The requested increase shall be based upon a cost increase to CONTRACTOR that was clearly unpredictable at the time the Contract was executed directly correlated to the price of the product concerned.
- 5.8. **Acceptance by CITY.** CITY reserves the right to accept or reject the request for a price increase. If 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 a written Contract Amendment must be approved and executed by the Parties.
- 5.9. **Price Reduction.** CONTRACTOR shall offer CITY a price reduction for its products concurrent with a published price reduction made to other customers.

6. **TERM:** The contract term is for a one year period subject to mutually agreed upon additional successive periods of a maximum twelve months per extension with a maximum aggregate including all extensions not to exceed five (5) years. Additionally, the contract may be extended unilaterally for a period of thirty-one days or a portion thereof.

## 7. USE OF THIS CONTRACT:

7.1. CONTRACTOR is aware that there is more than one CONTRACTOR who has been awarded a Contract to provide this type of goods and materials. CITY reserves the right and will issue Purchase Orders for goods and materials based on ability of CONTRACTOR to meet CITY's schedule and/or price.

7.2. **Emergency Purchases:** CITY reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately by the CONTRACTOR.

7.3. **Cooperative Use of Contract.** In addition to the City of Chandler and with approval of the contracted CONTRACTOR, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at [www.maricopa.gov/materials](http://www.maricopa.gov/materials) and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. 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.

## 8. CITY'S CONTRACTUAL REMEDIES:

8.1. **Right to Assurance:** If CITY in good faith has reason to believe that CONTRACTOR does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that CONTRACTOR give a written assurance of intent to perform. Failure by CONTRACTOR to provide written assurance within the number of Days specified in the demand may, at CITY's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2. **Non-exclusive Remedies:** The rights and the remedies of CITY under this Contract are not exclusive.

8.3. **Nonconforming Tender:** Goods, materials or merchandise supplied under this Contract shall fully comply with this Contract and the specifications included herein. The delivery of goods, materials or merchandise or any portion thereof that do not fully comply constitutes a breach of contract. On delivery of nonconforming goods, materials or merchandise, CITY may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.4. **Right of Offset:** CITY shall be entitled to offset against any sums due to CONTRACTOR, any expenses or costs incurred by CITY, or damages assessed by CITY concerning CONTRACTOR's non-conforming performance or failure to perform the Contract, including costs and damages incurred by CITY.

## 9. TERMINATION:

9.1. **Termination for Convenience:** CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such

termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subCONTRACTORS to cease such work. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the CONTRACTOR and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director shall determine the percentage of work performed under each task detailed in the Scope of Work and the CONTRACTOR'S compensation shall be based upon such determination and CONTRACTOR'S fee schedule included herein.

**9.2. Termination for Cause:** City may terminate this Agreement for Cause:

Upon the occurrence of any one or more of the following events:

- 1) If CONTRACTOR fails to perform pursuant to the terms of this Agreement
- 2) If CONTRACTOR is adjudged a bankrupt or insolvent;
- 3) If CONTRACTOR makes a general assignment for the benefit of creditors;
- 4) If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR'S property;
- 5) If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
- 6) If CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
- 7) Where Agreement has been so terminated by CITY, the termination shall not affect any rights of CITY against CONTRACTOR then existing or which may thereafter accrue.

**9.3. Termination for Misrepresentation.** CITY may, upon written notice, terminate this Contract for any attempt by CONTRACTOR to represent any goods or materials not specifically awarded as being under contract with the CITY of Chandler. Any such action is subject to the legal and contractual remedies available to CITY inclusive of, but not limited to, contract cancellation, suspension and/or debarment of CONTRACTOR.

**9.4. Cancellation for Conflict of Interest:** Pursuant to A.R.S. § 38-511, CITY may cancel this Contract after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of CITY is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the CONTRACTOR receives written notice of the cancellation unless the notice specifies a later time.

**9.5. Gratuities:** CITY may, by written notice, terminate this Contract, in whole or in part, if CITY determines that employment or a Gratuity was offered or made by the CONTRACTOR or a representative of the CONTRACTOR to any officer or employee of CITY for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. CITY, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the CONTRACTOR.

**9.6. Suspension or Debarment:** CITY may, by written notice to the CONTRACTOR,

immediately terminate this Contract if CITY determines that the CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Sub-CONTRACTOR of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the CONTRACTOR is not currently suspended or debarred. If the CONTRACTOR becomes suspended or debarred, the CONTRACTOR shall immediately notify CITY.

- 9.7. Continuation of Performance Through Termination:** The CONTRACTOR shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 9.8. No Waiver:** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 9.9. Availability of Funds for the next Fiscal Year.** Funds may not presently be available under this agreement beyond the current fiscal year. No legal liability on the part of the CITY for services may arise under this agreement beyond the current fiscal year until funds are made available for performance of this agreement. The CITY may reduce services or terminate this agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.
- 10. FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.
- 11. DISPUTE RESOLUTION:**
- 11.1 Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 11.2 Jurisdiction and Venue.** The parties agree that this Agreement is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.
- 11.4 Fees and Costs.** Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees; provided, however, that no award of attorney's fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.
- 12. INDEMNIFICATION:** To the fullest extent permitted by law, CONTRACTOR, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City and any of its elected or appointed officials, officers, directors, commissioners, board members, agents or employees from and against any and all allegations, demands, claims, proceedings, suits, actions,

damages, including, without limitation, property damage, environmental damages, personal injury and wrongful death claims, losses, expenses (including claim adjusting and handling expenses), penalties and fines (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings), judgments or obligations, which may be imposed upon or incurred by or asserted against the City by reason of this Agreement or the services performed or permissions granted under it, or related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by CONTRACTOR, or any of its subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, relating to the discharge of any duties or the exercise of any rights or privileges arising from or incidental to this Agreement, including but not limited to, any injury or damages claimed by any of CONTRACTOR's and subcontractor's employees.

The amount and type of insurance coverage requirements set forth in the Agreement will in no way be construed as limiting the scope of indemnity in this paragraph.

- 13. NOTICES:** All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

<p>In the case of CITY</p> <p>Department: Police Department</p> <p>Contact: <u>Jason Barnes</u></p> <p>Mailing Address: <u>PO Box 4008, MS 303</u></p> <p>Physical Address: <u>250 E. Chicago St.</u></p> <p>City, State, Zip: <u>Chandler, AZ 85286</u></p> <p>Phone: <u>480-782-4557</u></p> <p>FAX: <u>480-782-4880</u></p>	<p>In the case of the CONTRACTOR</p> <p>Firm Name: International Cartridge Corporation</p> <p>Contact: <u>Michael Hoskavich</u></p> <p>Address: <u>2273 Route 310</u></p> <p>City, State, Zip: <u>Reynoldsville, PA 15851</u></p> <p>Phone: <u>814-938-6820</u></p> <p>FAX: <u>814-938-6821</u></p> <p><u>mikeh@iccammo.com</u></p>
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Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

**14. GENERAL TERMS:**

- 14.1. Entire Agreement:** This Contract, including Exhibits A-F attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives or each party.
- 14.2. Arizona Law:** This Contract shall be governed and interpreted according to the laws of the State of Arizona.
- 14.3. Assignment:** Services covered by this Contract shall not be assigned in whole or in part without the prior written consent of CITY.
- 14.4. Amendments:** The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by CITY in writing or made unilaterally by the CONTRACTOR are violations of the Contract and of applicable law.

Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on those changes.

**14.5. Conflict of Interest:**

- 14.5.1 No Kickback:** CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of City Council or any employee of CITY has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in CONTRACTOR'S proposal to CITY.
- 14.5.2 Kickback Termination:** CITY may cancel this Contract, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of CITY'S departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a CONTRACTOR to any other party to the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice from CITY is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. §38-511).
- 14.5.3 No Conflict:** CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.
- 14.6. Independent CONTRACTOR:** The CONTRACTOR under this Contract is an independent contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 14.7. No Parole Evidence:** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 14.8. Authority:** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.
- 14.9. Ownership.** All deliverables and/or other products of the Contract (including but not limited to all software documentation, reports, records, summaries and other matter and materials prepared or developed by CONTRACTOR in performance of the Contract) shall be the sole, absolute and exclusive property of CITY, free from any claim or retention of right on the part of CONTRACTOR, its agents, sub-contractors, officers or employees.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this day  
of 2015.

FOR THE CITY OF CHANDLER

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney *skn*

FOR THE CONTRACTOR

By: *[Signature]*  
\_\_\_\_\_  
Signature

ATTEST: If Corporation

*[Signature]*  
\_\_\_\_\_  
Secretary

**EXHIBIT A**  
**CITY OF CHANDLER AMMUNITION TECHNICAL SPECIFICATIONS**

**CONTRACTOR SHALL SUPPLY THE FOLLOWING ON AN AS-NEEDED BASIS AND CONFORM TO THE FOLLOWING REQUIREMENTS:**

1. 9MM FRANGIBLE TRAINING AMMUNITION; 100 grain, lead free and heavy metal free primers, copper/zinc compressed frangible bullet packaged 1000 rounds per case. Bullet velocity ranges approximately 1350 feet per second using a 4" barrel. Ammunition shall be as manufactured by ATK CCI Speer RHT # 53365 or equal. Annual purchase estimated at 80,000 rounds
2. 9MM CLEAN-FIRE AMMUNITION; 124 grain, Full Metal Jacket, lead core bullet packaged 1000 rounds per case. Ammunition consists of a copper encased lead core bullet using a lead free and heavy metal free primer. Bullet velocity ranges at 1200 feet per second. Ammunition shall be as manufactured by ATK CCI Speer Lawman # 53651 or # 03460 or equal. Annual purchase estimated at 10,000 rounds.
3. .40 S&W FRANGIBLE TRAINING AMMUNITION; 125 grain, lead/heavy metal free primers, copper/zinc compressed frangible bullet packaged 1000 rounds per case. Bullet velocity ranges approximately 1130 feet per second using a 4" barrel. Ammunition shall be as manufactured by ATK., CCI Speer RHT # 53375 or equal. Annual purchase estimated at 15,000 rounds.
4. .40 S&W CLEAN-FIRE AMMUNITION; 180 grain Clean-fire training ammunition. Full Metal Jacket, lead core bullet packaged 1000 rounds per case. Ammunition consists of a copper encased lead core bullet using a lead free and heavy metal free primer. Bullet velocity ranges at 1000 feet per second. Ammunition shall be as manufactured by ATK., CCI Speer Lawman # 03477 or equal. Annual purchase estimated at 5,000 rounds.
5. .45 ACP 230 grain Clean-fire training ammunition. Full Metal Jacket, lead core bullet packaged 1000 rounds per case. Ammunition consists of a copper encased lead core bullet using a lead free and heavy metal free primer. Bullet velocity ranges at 850 feet per second. Ammunition shall be as manufactured by ATK., CCI Speer Lawman # 03480 or equal. Annual purchase estimated at 5,000 rounds.
6. .380 AUTO AMMUNITION; 90 grain jacketed hollow point, electrochemically bonded to alloy core bullet, packaged 1,000 rounds per case. Ammunition will have multiple uses, such as, practice, target training and duty use. Bullet velocity ranges at 900 feet per second from a 3.75" test barrel. Ammunition shall be as manufactured by ATK, CCI Speer Gold Dot Hollow Point (GDHP) # 53606 or equal. Annual purchase estimated at 1,000 rounds.
7. .38 SPL. AMMUNITION; 125 grain jacketed hollow point, electrochemically bonded to alloy core bullet, packaged 1,000 rounds per case. Ammunition will have multiple uses, such as, practice, target training and duty use. Bullet velocity ranges at 900 feet per second from a 3.75" test barrel. Ammunition shall be as manufactured by ATK, CCI Speer Gold Dot Hollow Point (GDHP) # 53720 or equal. Annual purchase estimated at 1,000 rounds.
8. .357 AMMUNITION; 158 grain jacketed hollow point, electrochemically bonded to alloy core bullet, packaged 1,000 rounds per case. Ammunition will have multiple uses, such as, practice, target training and duty use. Bullet velocity ranges at 1250 feet per second from a 4" test barrel. Ammunition shall be as manufactured by ATK, CCI Speer Gold Dot Hollow Point (GDHP) # 53960 or equal. Annual purchase estimated at 1,000 rounds.
9. 9MM AMMUNITION; 124+P grain jacketed hollow point, electrochemically bonded to alloy core bullet, packaged 1,000 rounds per case. Ammunition will have multiple uses, such as, practice, target training and duty use. Bullet velocity ranges at 1250 feet per second from a 4" test barrel. Ammunition shall be as manufactured by ATK, CCI Speer Gold Dot Hollow Point (GDHP) # 53617 or equal. Annual purchase estimated at 25,000 rounds.

10. .40 S&W AMMUNITION; 180 grain jacketed hollow point, electrochemically bonded to alloy core bullet, packaged 1,000 rounds per case. Ammunition will have multiple uses, such as, practice, target training and duty use. Bullet velocity ranges at 1050 feet per second from a 4" test barrel. Ammunition shall be as manufactured by ATK, CCI Speer Gold Dot Hollow Point (GDHP) # 53962 or equal. Annual purchase estimated at 4,000 rounds.
11. .45 ACP AMMUNITION; 230 grain jacketed hollow point, electrochemically bonded to alloy core bullet, packaged 1,000 rounds per case. Ammunition will have multiple uses, such as, practice, target training and duty use. Bullet velocity ranges at 875 feet per second from a 4" test barrel. Ammunition shall be as manufactured by ATK, CCI Speer Gold Dot Hollow Point (GDHP) # 53966 or equal. Annual purchase estimated at 1,000 rounds.
12. 12 GAUGE AMMUNITION; 7.5 birdshot plastic encased shells packaged 250 rounds per case. Ammunition will have multiple uses, such as, practice and target training. Bullet velocity ranges at 1000 feet per second from a 16" test barrel. Ammunition shall be as manufactured by Federal # T115 7.5or equal. Annual purchase estimated at 2,500 rounds.
13. 12 GAUGE AMMUNITION; 00 buckshot plastic encased shells packaged 250 rounds per case. Ammunition will have multiple uses, such as, practice, target training and duty carry. Bullet velocity ranges at 1000 feet per second from a 16" test barrel. Ammunition shall be as manufactured by Federal # LE132.00 or equal. Annual purchase estimated at 1,000 rounds.
14. 12 GAUGE AMMUNITION; Rifle/slug plastic encased shells packaged 250 rounds per case. Ammunition will have multiple uses, such as, practice, target training and duty carry. Bullet velocity ranges at 1000 feet per second from a 16" test barrel. Ammunition shall be as manufactured by Federal # LE132-RS or equal. Annual purchase estimated at 1000 rounds.
15. 308 AMMUNITION; 168 grain BTSP rounds packaged 200 per case. This is a soft point boat tail bullet. Ammunition will have multiple uses, such as training, practice and duty use. Bullet velocity ranges at 2600 feet per second from a 16" barrel. Ammunition shall be as manufactured by Federal #GM308M or equal. Annual purchase estimated at 6,000 rounds.
16. 308 AMMUNITION; 168 grain Tactical Bonded rounds packaged 200 per case. This is a bonded copper bullet with a lead core. Ammunition will have multiple uses, such as training, practice and duty use. Bullet velocity ranges at 2600 feet per second from a 16" barrel. Ammunition shall be as manufactured by Federal # LE308T1 or equal. Annual purchase estimated at 2,000 rounds
17. .308 AMMUNITION, Hornady 168 grain AMAX-TAP rounds packaged 200 per case. Ammunition shall have multiple uses, such as training, practice and duty use. Bullet velocity ranges at approximately 2600 fps from the standard barrel. Ammunition shall be as manufactured by Hornady #80965 or equal. Annual purchases estimated at 6,000 rounds
18. .223 REMINGTON AMMUNITION; 55 grain (5.56X45MM) Federal Tactical Rifle Urban, Sierra Match Game King Boat Tail Hollow Point bullet packaged 500 per case. Velocity ranges approximately 2900 feet per second using a 16" barrel. Ammunition shall be as manufactured by Federal #T223E or equal. Annual purchase of .223 ammunition is estimated at 6,000 rounds.
19. .223 REMINGTON AMMUNITION; 55 grain (5.56X45MM) full metal jacket bullet packaged 500 per case. Ammunition will have multiple uses, such as, training and target practice. Velocity ranges approximately 2900 feet per second using a 16" barrel. Ammunition shall be as manufactured by Federal #XM193, Federal AE 223 or equal. Annual purchase of .223 practice ammunition estimated at 40,000 rounds
20. 223 REMINGTON AMMUNITION; 62 grain bonded Core-Lokt Ultra PSP bullet packaged 500 per case. Velocity ranges from 2600 fps in the 10.5" barrel and 3000 fps in the 16" barrel weapons.

Ammunition shall be as manufactured by Remington product # PRC223R4 or equal. Annual purchases of .223 ammunition is approximately 6,000 rounds.

21. .223 REMINGTON AMMUNITION; 64 grain Speer Gold Dot SP bullet packaged 500 per case. Velocity ranges from 2600 fps in the 10.5" barrel up to 3000 pfs in the 16" barrel weapons. Ammunition shall be as manufactured by Federal Speer product #24448 or equal. Annual purchase of .223 ammunition estimated at 6,000 rounds.
22. .223 REMINGTON AMMUNITION; 55 grain lead free frangible training ammunition packaged 200 per case. Velocity range approximately 3100 fps in the 16" barrel guns. Ammunition shall be as manufactured by ATK, Federal Ballisticlean RHT product # BC223NT5A. Annual purchase of .223 frangible ammunition is approximately 10,000 rounds.
23. .40 S&W CLEAN-FIRE AMMUNITION; 180 grain Clean-fire training ammunition. Full Metal Jacket, lead core bullet packaged 1000 rounds per case. Ammunition consists of a copper encased lead core bullet using a lead free and heavy metal free primer. Bullet velocity ranges at 1000 feet per second. Ammunition shall be as manufactured by Federal # AE40N1 or equal. Annual purchase estimated at 5,000 rounds.
24. .45 ACP FRANGIBLE AMMUNITION; 155 grain frangible bullet packaged 1000 rounds per case. Ammunition consists of a sintered copper bullet with a CCI Clean Fire primer which eliminates lead, barium and antimony from the primer compound. Bullet velocity ranges at 1125 feet per second. Ammunition shall be as manufactured by Speer #53395. Annual purchase estimated at 10,000 rounds.
25. .223 FRANGIBLE AMMUNITION; 55 grain, sinter bullet frangible training ammunition packaged 200 rounds per case. Ammunition consists of a copper/zinc compressed bullet using a lead free and heavy metal free primer. Bullet velocity ranges at 2900 feet per second. Ammunition shall be as manufactured by Winchester # RA223SF or equal. Annual purchase estimated at 20,000 rounds.
26. 12 GAUGE FRANGIBLE AMMUNITION; Disintegrator rifle slug, sinter bullet frangible training ammunition packaged 500 rounds per case. Ammunition consists of a copper/zinc-compressed bullet using a lead free and heavy metal free primer. Bullet velocity ranges at 1000 feet per second. Ammunition shall be as manufactured by Remington # LF12SGS or equal. Annual purchase estimated at 1,000 rounds.
27. .38 SPL FRANGIBLE AMMUNITION; 110 grain frangible bullet packaged 1000 rounds per case. Ammunition consists of a copper/zinc-compressed bullet using lead and heavy metal free primers. Bullet velocity ranges at 900 feet per second from a 4" barrel. Ammunition shall be as manufactured by International Cartridge Corporation # 038-110-TFP-B. Estimated annual purchase is 1,000 rounds.
28. 380 AUTO FRANGIBLE AMMUNITION; 75 grain frangible bullet packaged 1000 rounds per case. Ammunition consists of a sintered copper bullet with a CCI Clean Fire primer which eliminates lead, barium and antimony from the primer compound. Bullet velocity ranges at 1140 feet per second from a 3.75" barrel. Ammunition shall be as manufactured by Speer #53382. Annual purchase estimated at 1,000 rounds
29. 9MM FX MARKING CARTRIDGES; Simunitions non-lethal 9MM marking cartridges packaged 1000 rounds per case. For use in specially designed pistols for FX training purposes. Ammunition shall be as manufactured by Simunitions in various colors. Annual estimated purchase is 6,000 rounds
30. .38 SPL FX MARKING CARTRIDGES; Simunitions non-lethal .38SPL marking cartridges packaged 1000 rounds per case. For use in specially designed pistols for FX training purposes. Ammunition shall be as manufactured by Simunitions in various colors. Annual estimated purchase is 1,000 rounds.

**EXHIBIT B  
PRICING**

ITEM #	DESCRIPTION	CHANDLER EST. ANNUAL QTY (ROUNDS)	BRAND / PRODUCT NO.	UNIT PRICE PER 1,000
1.	9MM frangible training ammunition; 100 grain; per specs.	80,000	009-100XFP	\$380.11
13.	12 gauge ammunition; 00 buckshot; per specs	1,000	012-009ESHT	\$370.34
14.	12 gauge ammunition; Rifle/slug; per specs	1,000	012-325SLG	\$274.00
21.	.223 Frangible ammunition; 64 grain; Speer Gold Dot SP; per specs	6,000	223.045PTR	\$553.07
26.	12 Gauge Frangible Ammunition; Disintegrator rifle slug, sinter bullet frangible training ammunition; per specs	1,000	012-325SLG	\$274.00
27.	.38 SPL Frangible Ammunition; 110 grain frangible bullet; per specs	1,000	International Cartridge Corporation #038-110-TFP-B	\$468.85

CITY OF CHANDLER PURCHASE CONTRACT  
AMMUNITION  
AGREEMENT NO.: PD5-680-3472

THIS AGREEMENT is made and entered into this     day of     2015, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and San Diego Police Equipment Co. Inc., hereinafter referred to as "CONTRACTOR".

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

**1. CONTRACT ADMINISTRATION AND OPERATION:**

- 1.1. Contract Administrator:** CONTRACTOR shall act under the authority and approval of the Police Sergeant /designee (Contract Administrator), to provide the goods and merchandise required by this Contract.
- 1.2. Ordering Instructions:** Authorization for purchases under the terms and conditions of this contract will be made only upon issuance of a CITY Purchase Order, a Contract Release Order or use of a City Procurement Card.
- 1.3. Usage Report.** Annually CONTRACTOR shall furnish CITY a usage report delineating the acquisition activity governed by the contract. The format of the report shall be approved by CITY and shall disclose the quantity and the dollar value of each contract item by individual purchasing unit.

**2. GOODS AND MERCHANDISE TO BE PROVIDED:** CONTRACTOR shall provide to CITY the goods and merchandise listed on Exhibit A, attached hereto and made a part hereof by reference, at the prices listed on Exhibit B, all as more specifically set forth in the Specifications and details included therein.

- 2.1. Safety Standards:** All items supplied pursuant to this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.
- 2.2. Non-Discrimination.** The CONTRACTOR shall comply with State Executive Order No. 99-4 and all other applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.
- 2.3. Product Discontinuance (Categories):** In the event that a required product or model is discontinued by the manufacturer, CITY at its sole discretion may allow CONTRACTOR to provide a substitute for the discontinued item. CONTRACTOR shall request permission to substitute a new product or model and provide the following:

A formal announcement from the manufacturer that the product or model has been discontinued.

Documentation from the manufacturer that names the replacement product or model.

Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.

Documentation confirming that the price for the replacement is the same as or less than the discontinued model.

If requested by CITY, CONTRACTOR shall provide a sample of the replacement product.

- 2.4. **Licenses:** CONTRACTOR shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by CONTRACTOR as applicable to this contract.
- 2.5. **Contract Orders:** CONTRACTOR shall, in accordance with all terms and conditions of this Contract, fully perform and shall be obligated to comply with all contract orders received by CONTRACTOR prior to the expiration or termination hereof, unless otherwise directed in writing by the Contract Administrator, including, without limitation, all contract orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.
- 2.6. **Advertising, Publishing and Promotion of Contract:** The CONTRACTOR shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 2.7. **Compliance With Applicable Laws:** CONTRACTOR shall comply with all applicable Federal, state and local laws, and with all applicable license and permit requirements.
- 2.8. **Assignment:** Services covered by this Contract shall not be assigned in whole or in part without the prior written consent of CITY.
- 2.9. **Amendments:** The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by CITY in writing or made unilaterally by the CONTRACTOR are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on those changes.
- 2.10. **Payment.** A separate invoice shall be issued for each shipment of goods or materials, and no payment will be issued prior to receipt of goods or materials and receipt of a correct invoice.
- 2.11. **Estimated Quantities.** The quantities shown on Exhibit B (the Price List) are estimates only, based upon available information. Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by CITY. CITY reserves the right to increase or decrease the quantities actually required.
- 2.12. **New/Current Products.** All goods, equipment, materials, parts and other components supplied pursuant to this Contract shall be new, or the latest model and of the most suitable grade for the purpose intended.
- 2.13. **Packing and Shipping.** The CONTRACTOR shall 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.

**3. Warranties:**

**3.1. Liens:** CONTRACTOR warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

**3.2. Quality:** Unless otherwise modified elsewhere in these terms and conditions, CONTRACTOR warrants that, for one year after acceptance by CITY of the materials, they shall be:

**3.2.1.** Of a quality to pass without objection in the trade under the Contract description;

**3.2.2.** Fit for the intended purposes for which the materials are used;

**3.2.3.** Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

**3.2.4.** Adequately contained, packaged and marked as the Contract may require; and

**3.2.5.** Conform to the written promises or affirmations of fact made by CONTRACTOR.

**3.3. Fitness:** CONTRACTOR warrants that any material supplied to CITY shall fully conform to all requirements of the Contract and all representations of CONTRACTOR, and shall be fit for all purposes and uses required by the Contract.

**3.4. Inspection/Testing:** The warranties set forth in Section 3 herein are not affected by inspection or testing of or payment for the materials by CITY.

**3.5. Warranty.** All goods supplied under this Contract shall be fully guaranteed by manufacturer's warranty and shall be indicated in offer.

**4. ACCEPTANCE AND DOCUMENTATION:** All goods are subject to final inspection and acceptance by CITY. Material failing to meet the requirements of this Contract will be held at CONTRACTOR's risk and may be returned to CONTRACTOR. If so returned, the cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses are the responsibility of CONTRACTOR. CITY may elect to do any or all of the following: Waive the non-conformance; stop the work immediately; or bring the material into compliance. Defective Products. All defective products shall be replaced and exchanged by CONTRACTOR. The cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses shall be paid by the CONTRACTOR. All replacement products must be received by CITY within seven (7) days of initial notification

**4.1. Records.** The CONTRACTOR shall retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.

**4.2. Audit.** At any time during the term of this Contract and five (5) years thereafter, CONTRACTOR's books and records shall be subject to audit by CITY to the extent that the books and records relate to the performance of the Contract or Subcontract. Upon request, CONTRACTOR shall produce a legible copy of any or all such records.

**4.3. Delivery.** Delivery shall be made within three hundred (300) calendar days after receipt of a Contract Purchase Order (ARO).

5. **PRICE:** CITY shall pay to CONTRACTOR an amount not to exceed the per unit price set forth in Exhibit B for the amount of ammunition received by the CITY.
- 5.1. **Pricing:** Prices stated include all freight, insurance, warranty costs, and any other applicable costs.
- 5.2. **Payment:** A separate invoice shall be issued for each shipment of goods or merchandise, and no payment will be issued prior to receipt of material and a correct invoice. All billing invoices shall include delivery time, purchase order number, and contractual payment terms. Items are to be identified by the name, model number, contract number, line item number, and serial number if applicable. Payment. CONTRACTOR shall submit to the issuing department, after completion of the task or combination of tasks listed by the issuing departments task order, a statement of charges for the work completed under that task order, in conformance with the pricing schedule of this contract, the issuing department shall process the claim for prompt payment in accordance with the standard operating procedures of CITY.
- 5.3. **Delivery:** All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations (City of Chandler and Pinal County). CONTRACTOR shall retain title and control of all goods until they are delivered and accepted by CITY. All risk of transportation and all related charges shall be the responsibility of CONTRACTOR. All claims for visible or concealed damage shall be filed by CONTRACTOR. CITY will notify CONTRACTOR promptly of any damaged goods and shall assist CONTRACTOR in arranging for inspection.
- 5.4. **Risk of Loss:** CONTRACTOR shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with CONTRACTOR regardless of receipt.
- 5.5. **TAXES:** CONTRACTOR shall be solely responsible for any and all tax obligations, which may result out of CONTRACTOR'S performance of this Contract. CITY shall have no obligation to pay any amounts for taxes, of any type, incurred by CONTRACTOR.
- 5.6. **IRS W9 Form.** In order to receive payment CONTRACTOR shall have a current I.R.S. W9 Form on file with CITY, unless said form is not required by law.
- 5.7. **Price Adjustment (Annual).** All prices offered herein shall be firm against any increase for one (1) year from the effective date of the Contract. Prior to commencement of subsequent renewal terms, CITY will entertain a fully documented request for price adjustment. The requested increase shall be based upon a cost increase to CONTRACTOR that was clearly unpredictable at the time the Contract was executed directly correlated to the price of the product concerned.
- 5.8. **Acceptance by CITY.** CITY reserves the right to accept or reject the request for a price increase. If 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 a written Contract Amendment must be approved and executed by the Parties.
- 5.9. **Price Reduction.** CONTRACTOR shall offer CITY a price reduction for its products concurrent with a published price reduction made to other customers.

6. **TERM:** The contract term is for a one year period subject to mutually agreed upon additional successive periods of a maximum twelve months per extension with a maximum aggregate including all extensions not to exceed five (5) years. Additionally, the contract may be extended unilaterally for a period of thirty-one days or a portion thereof.

7. **USE OF THIS CONTRACT:**

7.1. CONTRACTOR is aware that there is more than one CONTRACTOR who has been awarded a Contract to provide this type of goods and materials. CITY reserves the right and will issue Purchase Orders for goods and materials based on ability of CONTRACTOR to meet CITY's schedule and/or price.

7.2. **Emergency Purchases:** CITY reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately by the CONTRACTOR.

7.3. **Cooperative Use of Contract.** In addition to the City of Chandler and with approval of the contracted CONTRACTOR, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at [www.maricopa.gov/materials](http://www.maricopa.gov/materials) and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. 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.

8. **CITY'S CONTRACTUAL REMEDIES:**

8.1. **Right to Assurance:** If CITY in good faith has reason to believe that CONTRACTOR does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that CONTRACTOR give a written assurance of intent to perform. Failure by CONTRACTOR to provide written assurance within the number of Days specified in the demand may, at CITY's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2. **Non-exclusive Remedies:** The rights and the remedies of CITY under this Contract are not exclusive.

8.3. **Nonconforming Tender:** Goods, materials or merchandise supplied under this Contract shall fully comply with this Contract and the specifications included herein. The delivery of goods, materials or merchandise or any portion thereof that do not fully comply constitutes a breach of contract. On delivery of nonconforming goods, materials or merchandise, CITY may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.4. **Right of Offset:** CITY shall be entitled to offset against any sums due to CONTRACTOR, any expenses or costs incurred by CITY, or damages assessed by CITY concerning CONTRACTOR's non-conforming performance or failure to perform the Contract, including costs and damages incurred by CITY.

9. **TERMINATION:**

9.1. **Termination for Convenience:** CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such

termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subCONTRACTORS to cease such work. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the CONTRACTOR and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director shall determine the percentage of work performed under each task detailed in the Scope of Work and the CONTRACTOR'S compensation shall be based upon such determination and CONTRACTOR'S fee schedule included herein.

**9.2. Termination for Cause:** City may terminate this Agreement for Cause:

Upon the occurrence of any one or more of the following events:

- 1) If CONTRACTOR fails to perform pursuant to the terms of this Agreement
- 2) If CONTRACTOR is adjudged a bankrupt or insolvent;
- 3) If CONTRACTOR makes a general assignment for the benefit of creditors;
- 4) If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR'S property;
- 5) If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
- 6) If CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
- 7) Where Agreement has been so terminated by CITY, the termination shall not affect any rights of CITY against CONTRACTOR then existing or which may thereafter accrue.

**9.3. Termination for Misrepresentation.** CITY may, upon written notice, terminate this Contract for any attempt by CONTRACTOR to represent any goods or materials not specifically awarded as being under contract with the CITY of Chandler. Any such action is subject to the legal and contractual remedies available to CITY inclusive of, but not limited to, contract cancellation, suspension and/or debarment of CONTRACTOR.

**9.4. Cancellation for Conflict of Interest:** Pursuant to A.R.S. § 38-511, CITY may cancel this Contract after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of CITY is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the CONTRACTOR receives written notice of the cancellation unless the notice specifies a later time.

**9.5. Gratuities:** CITY may, by written notice, terminate this Contract, in whole or in part, if CITY determines that employment or a Gratuity was offered or made by the CONTRACTOR or a representative of the CONTRACTOR to any officer or employee of CITY for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. CITY, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the CONTRACTOR.

**9.6. Suspension or Debarment:** CITY may, by written notice to the CONTRACTOR,

immediately terminate this Contract if CITY determines that the CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Sub-CONTRACTOR of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the CONTRACTOR is not currently suspended or debarred. If the CONTRACTOR becomes suspended or debarred, the CONTRACTOR shall immediately notify CITY.

- 9.7. Continuation of Performance Through Termination:** The CONTRACTOR shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 9.8. No Waiver:** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 9.9. Availability of Funds for the next Fiscal Year.** Funds may not presently be available under this agreement beyond the current fiscal year. No legal liability on the part of the CITY for services may arise under this agreement beyond the current fiscal year until funds are made available for performance of this agreement. The CITY may reduce services or terminate this agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.
- 10. FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.
- 11. DISPUTE RESOLUTION:**
- 11.1 Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 11.2 Jurisdiction and Venue.** The parties agree that this Agreement is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.
- 11.4 Fees and Costs.** Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees; provided, however, that no award of attorney's fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.
- 12. INDEMNIFICATION:** To the fullest extent permitted by law, CONTRACTOR, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City and any of its elected or appointed officials, officers, directors, commissioners, board members, agents or employees from and against any and all allegations, demands, claims, proceedings, suits, actions,

damages, including, without limitation, property damage, environmental damages, personal injury and wrongful death claims, losses, expenses (including claim adjusting and handling expenses), penalties and fines (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings), judgments or obligations, which may be imposed upon or incurred by or asserted against the City by reason of this Agreement or the services performed or permissions granted under it, or related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by CONTRACTOR, or any of its subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, relating to the discharge of any duties or the exercise of any rights or privileges arising from or incidental to this Agreement, including but not limited to, any injury or damages claimed by any of CONTRACTOR's and subcontractor's employees.

The amount and type of insurance coverage requirements set forth in the Agreement will in no way be construed as limiting the scope of indemnity in this paragraph.

- 13. NOTICES:** All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

<p>In the case of CITY</p> <p>Department: <u>Police Department</u></p> <p>Contact: <u>Jason Barnes</u></p> <p>Mailing Address: <u>PO Box 4008, MS 303</u></p> <p>Physical Address: <u>250 E. Chicago St.</u></p> <p>City, State, Zip <u>Chandler, AZ 85286</u></p> <p>Phone: <u>480-782-4557</u></p> <p>FAX: <u>480-782-4880</u></p>	<p>In the case of the CONTRACTOR</p> <p>Firm Name: <u>San Diego Police Equipment Co. Inc.</u></p> <p>Contact: <u>Ryan King</u></p> <p>Address: <u>8205-A Ronson Road</u></p> <p>City, State, Zip <u>San Diego, CA, 92111</u></p> <p>Phone: <u>800-367-8989</u></p> <p>FAX: <u>858-974-8530</u></p> <p><u>sales@sandiegopoliceequipment.com</u></p>
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Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

**14. GENERAL TERMS:**

- 14.1. Entire Agreement:** This Contract, including Exhibits A-F attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives or each party.
- 14.2. Arizona Law:** This Contract shall be governed and interpreted according to the laws of the State of Arizona.
- 14.3. Assignment:** Services covered by this Contract shall not be assigned in whole or in part without the prior written consent of CITY.
- 14.4. Amendments:** The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by CITY in writing or made unilaterally by the CONTRACTOR are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and

without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on those changes.

**14.5. Conflict of Interest:**

**14.5.1 No Kickback:** CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of City Council or any employee of CITY has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in CONTRACTOR'S proposal to CITY.

**14.5.2 Kickback Termination:** CITY may cancel this Contract, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of CITY'S departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a CONTRACTOR to any other party to the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice from CITY is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. §38-511).

**14.5.3 No Conflict:** CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.

**14.6. Independent CONTRACTOR:** The CONTRACTOR under this Contract is an independent contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

**14.7. No Parole Evidence:** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

**14.8. Authority:** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

**14.9. Ownership.** All deliverables and/or other products of the Contract (including but not limited to all software documentation, reports, records, summaries and other matter and materials prepared or developed by CONTRACTOR in performance of the Contract) shall be the sole, absolute and exclusive property of CITY, free from any claim or retention of right on the part of CONTRACTOR, its agents, sub-contractors, officers or employees.

**14.9. Ownership.** All deliverables and/or other products of the Contract (including but not limited to all software documentation, reports, records, summaries and other matter and materials prepared or developed by CONTRACTOR in performance of the Contract) shall be the sole, absolute and exclusive property of CITY, free from any claim or retention of right on the part of CONTRACTOR, its agents, sub-contractors, officers or employees.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

FOR THE CITY OF CHANDLER

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney *SRM*

FOR THE CONTRACTOR

By: *DMK*  
\_\_\_\_\_  
Signature

ATTEST: If Corporation

*DMK*  
\_\_\_\_\_  
Secretary

**EXHIBIT A  
CITY OF CHANDLER AMMUNITION TECHNICAL SPECIFICATIONS**

**CONTRACTOR SHALL SUPPLY THE FOLLOWING ON AN AS-NEEDED BASIS AND CONFORM TO THE FOLLOWING REQUIREMENTS:**

1. 9MM FRANGIBLE TRAINING AMMUNITION; 100 grain, lead free and heavy metal free primers, copper/zinc compressed frangible bullet packaged 1000 rounds per case. Bullet velocity ranges approximately 1350 feet per second using a 4" barrel. Ammunition shall be as manufactured by ATK CCI Speer RHT # 53365 or equal. Annual purchase estimated at 80,000 rounds
2. 9MM CLEAN-FIRE AMMUNITION; 124 grain, Full Metal Jacket, lead core bullet packaged 1000 rounds per case. Ammunition consists of a copper encased lead core bullet using a lead free and heavy metal free primer. Bullet velocity ranges at 1200 feet per second. Ammunition shall be as manufactured by ATK CCI Speer Lawman # 53651 or # 03460 or equal. Annual purchase estimated at 10,000 rounds.
3. .40 S&W FRANGIBLE TRAINING AMMUNITION; 125 grain, lead/heavy metal free primers, copper/zinc compressed frangible bullet packaged 1000 rounds per case. Bullet velocity ranges approximately 1130 feet per second using a 4" barrel. Ammunition shall be as manufactured by ATK., CCI Speer RHT # 53375 or equal. Annual purchase estimated at 15,000 rounds.
4. .40 S&W CLEAN-FIRE AMMUNITION; 180 grain Clean-fire training ammunition. Full Metal Jacket, lead core bullet packaged 1000 rounds per case. Ammunition consists of a copper encased lead core bullet using a lead free and heavy metal free primer. Bullet velocity ranges at 1000 feet per second. Ammunition shall be as manufactured by ATK., CCI Speer Lawman # 03477 or equal. Annual purchase estimated at 5,000 rounds.
5. .45 ACP 230 grain Clean-fire training ammunition. Full Metal Jacket, lead core bullet packaged 1000 rounds per case. Ammunition consists of a copper encased lead core bullet using a lead free and heavy metal free primer. Bullet velocity ranges at 850 feet per second. Ammunition shall be as manufactured by ATK., CCI Speer Lawman # 03480 or equal. Annual purchase estimated at 5,000 rounds.
6. .380 AUTO AMMUNITION; 90 grain jacketed hollow point, electrochemically bonded to alloy core bullet, packaged 1,000 rounds per case. Ammunition will have multiple uses, such as, practice, target training and duty use. Bullet velocity ranges at 900 feet per second from a 3.75" test barrel. Ammunition shall be as manufactured by ATK, CCI Speer Gold Dot Hollow Point (GDHP) # 53606 or equal. Annual purchase estimated at 1,000 rounds.
7. .38 SPL. AMMUNITION; 125 grain jacketed hollow point, electrochemically bonded to alloy core bullet, packaged 1,000 rounds per case. Ammunition will have multiple uses, such as, practice, target training and duty use. Bullet velocity ranges at 900 feet per second from a 3.75" test barrel. Ammunition shall be as manufactured by ATK, CCI Speer Gold Dot Hollow Point (GDHP) # 53720 or equal. Annual purchase estimated at 1,000 rounds.
8. .357 AMMUNITION; 158 grain jacketed hollow point, electrochemically bonded to alloy core bullet, packaged 1,000 rounds per case. Ammunition will have multiple uses, such as, practice, target training and duty use. Bullet velocity ranges at 1250 feet per second from a 4" test barrel. Ammunition shall be as manufactured by ATK, CCI Speer Gold Dot Hollow Point (GDHP) # 53960 or equal. Annual purchase estimated at 1,000 rounds.
9. 9MM AMMUNITION; 124+P grain jacketed hollow point, electrochemically bonded to alloy core bullet, packaged 1,000 rounds per case. Ammunition will have multiple uses, such as, practice, target training and duty use. Bullet velocity ranges at 1250 feet per second from a 4" test barrel. Ammunition shall be as manufactured by ATK, CCI Speer Gold Dot Hollow Point (GDHP) # 53617 or equal. Annual purchase estimated at 25,000 rounds.

10. .40 S&W AMMUNITION; 180 grain jacketed hollow point, electrochemically bonded to alloy core bullet, packaged 1,000 rounds per case. Ammunition will have multiple uses, such as, practice, target training and duty use. Bullet velocity ranges at 1050 feet per second from a 4" test barrel. Ammunition shall be as manufactured by ATK, CCI Speer Gold Dot Hollow Point (GDHP) # 53962 or equal. Annual purchase estimated at 4,000 rounds.
11. .45 ACP AMMUNITION; 230 grain jacketed hollow point, electrochemically bonded to alloy core bullet, packaged 1,000 rounds per case. Ammunition will have multiple uses, such as, practice, target training and duty use. Bullet velocity ranges at 875 feet per second from a 4" test barrel. Ammunition shall be as manufactured by ATK, CCI Speer Gold Dot Hollow Point (GDHP) # 53966 or equal. Annual purchase estimated at 1,000 rounds.
12. 12 GAUGE AMMUNITION; 7.5 birdshot plastic encased shells packaged 250 rounds per case. Ammunition will have multiple uses, such as, practice and target training. Bullet velocity ranges at 1000 feet per second from a 16" test barrel. Ammunition shall be as manufactured by Federal # T115 7.5 or equal. Annual purchase estimated at 2,500 rounds.
13. 12 GAUGE AMMUNITION; 00 buckshot plastic encased shells packaged 250 rounds per case. Ammunition will have multiple uses, such as, practice, target training and duty carry. Bullet velocity ranges at 1000 feet per second from a 16" test barrel. Ammunition shall be as manufactured by Federal # LE132.00 or equal. Annual purchase estimated at 1,000 rounds.
14. 12 GAUGE AMMUNITION; Rifle/slug plastic encased shells packaged 250 rounds per case. Ammunition will have multiple uses, such as, practice, target training and duty carry. Bullet velocity ranges at 1000 feet per second from a 16" test barrel. Ammunition shall be as manufactured by Federal # LE132-RS or equal. Annual purchase estimated at 1000 rounds.
15. 308 AMMUNITION; 168 grain BTSP rounds packaged 200 per case. This is a soft point boat tail bullet. Ammunition will have multiple uses, such as training, practice and duty use. Bullet velocity ranges at 2600 feet per second from a 16" barrel. Ammunition shall be as manufactured by Federal #GM308M or equal. Annual purchase estimated at 6,000 rounds.
16. 308 AMMUNITION; 168 grain Tactical Bonded rounds packaged 200 per case. This is a bonded copper bullet with a lead core. Ammunition will have multiple uses, such as training, practice and duty use. Bullet velocity ranges at 2600 feet per second from a 16" barrel. Ammunition shall be as manufactured by Federal # LE308T1 or equal. Annual purchase estimated at 2,000 rounds
17. .308 AMMUNITION, Hornady 168 grain AMAX-TAP rounds packaged 200 per case. Ammunition shall have multiple uses, such as training, practice and duty use. Bullet velocity ranges at approximately 2600 fps from the standard barrel. Ammunition shall be as manufactured by Hornady #80965 or equal. Annual purchases estimated at 6,000 rounds
18. .223 REMINGTON AMMUNITION; 55 grain (5.56X45MM) Federal Tactical Rifle Urban, Sierra Match Game King Boat Tail Hollow Point bullet packaged 500 per case. Velocity ranges approximately 2900 feet per second using a 16" barrel. Ammunition shall be as manufactured by Federal #T223E or equal. Annual purchase of .223 ammunition is estimated at 6,000 rounds.
19. .223 REMINGTON AMMUNITION; 55 grain (5.56X45MM) full metal jacket bullet packaged 500 per case. Ammunition will have multiple uses, such as, training and target practice. Velocity ranges approximately 2900 feet per second using a 16" barrel. Ammunition shall be as manufactured by Federal #XM193, Federal AE 223 or equal. Annual purchase of .223 practice ammunition estimated at 40,000 rounds
20. 223 REMINGTON AMMUNITION; 62 grain bonded Core-Lokt Ultra PSP bullet packaged 500 per case. Velocity ranges from 2600 fps in the 10.5" barrel and 3000 fps in the 16" barrel weapons.

Ammunition shall be as manufactured by Remington product # PRC223R4 or equal. Annual purchases of .223 ammunition is approximately 6,000 rounds.

21. .223 REMINGTON AMMUNITION; 64 grain Speer Gold Dot SP bullet packaged 500 per case. Velocity ranges from 2600 fps in the 10.5" barrel up to 3000 pfs in the 16" barrel weapons. Ammunition shall be as manufactured by Federal Speer product #24448 or equal. Annual purchase of .223 ammunition estimated at 6,000 rounds.
22. .223 REMINGTON AMMUNITION; 55 grain lead free frangible training ammunition packaged 200 per case. Velocity range approximately 3100 fps in the 16" barrel guns. Ammunition shall be as manufactured by ATK, Federal Ballisticlean RHT product # BC223NT5A. Annual purchase of .223 frangible ammunition is approximately 10,000 rounds.
23. .40 S&W CLEAN-FIRE AMMUNITION; 180 grain Clean-fire training ammunition. Full Metal Jacket, lead core bullet packaged 1000 rounds per case. Ammunition consists of a copper encased lead core bullet using a lead free and heavy metal free primer. Bullet velocity ranges at 1000 feet per second. Ammunition shall be as manufactured by Federal # AE40N1 or equal. Annual purchase estimated at 5,000 rounds.
24. .45 ACP FRANGIBLE AMMUNITION; 155 grain frangible bullet packaged 1000 rounds per case. Ammunition consists of a sintered copper bullet with a CCI Clean Fire primer which eliminates lead, barium and antimony from the primer compound. Bullet velocity ranges at 1125 feet per second. Ammunition shall be as manufactured by Speer #53395. Annual purchase estimated at 10,000 rounds.
25. .223 FRANGIBLE AMMUNITION; 55 grain, sinter bullet frangible training ammunition packaged 200 rounds per case. Ammunition consists of a copper/zinc compressed bullet using a lead free and heavy metal free primer. Bullet velocity ranges at 2900 feet per second. Ammunition shall be as manufactured by Winchester # RA223SF or equal. Annual purchase estimated at 20,000 rounds.
26. 12 GAUGE FRANGIBLE AMMUNITION; Disintegrator rifle slug, sinter bullet frangible training ammunition packaged 500 rounds per case. Ammunition consists of a copper/zinc-compressed bullet using a lead free and heavy metal free primer. Bullet velocity ranges at 1000 feet per second. Ammunition shall be as manufactured by Remington # LF12SGS or equal. Annual purchase estimated at 1,000 rounds.
27. .38 SPL FRANGIBLE AMMUNITION; 110 grain frangible bullet packaged 1000 rounds per case. Ammunition consists of a copper/zinc-compressed bullet using lead and heavy metal free primers. Bullet velocity ranges at 900 feet per second from a 4" barrel. Ammunition shall be as manufactured by International Cartridge Corporation # 038-110-TFP-B. Estimated annual purchase is 1,000 rounds.
28. 380 AUTO FRANGIBLE AMMUNITION; 75 grain frangible bullet packaged 1000 rounds per case. Ammunition consists of a sintered copper bullet with a CCI Clean Fire primer which eliminates lead, barium and antimony from the primer compound. Bullet velocity ranges at 1140 feet per second from a 3.75" barrel. Ammunition shall be as manufactured by Speer #53382. Annual purchase estimated at 1,000 rounds
29. 9MM FX MARKING CARTRIDGES; Simunitions non-lethal 9MM marking cartridges packaged 1000 rounds per case. For use in specially designed pistols for FX training purposes. Ammunition shall be as manufactured by Simunitions in various colors. Annual estimated purchase is 6,000 rounds
30. .38 SPL FX MARKING CARTRIDGES; Simunitions non-lethal .38SPL marking cartridges packaged 1000 rounds per case. For use in specially designed pistols for FX training purposes. Ammunition shall be as manufactured by Simunitions in various colors. Annual estimated purchase is 1,000 rounds.

**EXHIBIT B  
PRICING**

ITEM #	DESCRIPTION	CHANDLER EST. ANNUAL QTY (ROUNDS)	BRAND / PRODUCT NO.	UNIT PRICE PER 1,000
2.	9MM Clean-Fire ammunition; 124 grain; per specs.	10,000	CCI Blazer 3460	\$ 207.42
3.	.40 S&W Frangible training ammunition; 125 grain; per specs.	15,000	Speer 53375	\$ 409.37
4.	.40 S&W Clean-Fire ammunition; 180 grain; per specs.	5,000	CCI Blazer 3477	\$ 229.81
5.	.45 ACP 230 grain Clean-Fire training ammunition; per specs.	5,000	CCI Blazer 3480	\$ 258.42
6.	.380 Auto ammunition; 90 grain; per specs.	1,000	Speer 53606	\$ 364.17
7.	.38 SPL ammunition; 125 grain per specs	1,000	Speer 53720	\$ 381.60
8.	.357 ammunition; 158 grain jacketed hollow point; per specs.	1,000	Speer 53960	\$ 467.20
9.	9MM ammunition; 120+P grain; per specs.	25,000	Speer 53617	\$ 365.75
10.	.40 S&W ammunition; 180 grain jacketed hollow point; per specs	4,000	Speer 53962	\$ 395.84
11.	.45 ACP ammunition; 230 grain; per specs	1,000	Speer 53966	\$ 439.18
12.	12 gauge ammunition; 7.5 birdshot; per specs	2,500	Federal T115-75	\$ 327.44
13.	12 gauge ammunition; 00 buckshot; per specs	1,000	Federal LE13200	\$ 487.20
15.	308 ammunition; 168 grain BTSP rounds; per specs	6,000	Federal GM308M-5	\$ 799.04
16.	308 ammunition; 168 grain tactical bonded rounds; per specs	2,000	Federal LE308T1	\$ 1,385.50
18.	.223 Remington ammunition; 55 grain (5.56 x 45MM); per specs	6,000	Federal T223E	\$ 557.92
21.	.223 Frangible ammunition; 64 grain; Speer Gold Dot SP; per specs	6,000	Speer 2448	\$ 554.30
23.	.40 S&W Clean-Fire ammunition; 180 grain Clean-fire training; per specs	5,000	Federal AE40N1	\$ 277.92
24.	45 ACP Frangible Ammunition; 155 grain frangible bullet; per specs	10,000	Speer #53395	\$ 511.21
28.	380 Auto Frangible Ammunition; 75 grain frangible bullet; per specs	1,000	Speer #53382	\$ 392.47
29.	9MM FX Marking Cartridges; Simunitions non-lethal 9MM marking cartridges; per specs	6,000	Simunitions	\$ 507.00
30.	38 SPL FX Marking Cartridges; Simunitions non-lethal .38SPL marking cartridges; per specs	1,000	Simunitions	\$ 564.80

CITY OF CHANDLER PURCHASE CONTRACT  
AMMUNITION  
AGREEMENT NO.: PD5-680-3472

THIS AGREEMENT is made and entered into this     day of     2015, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and Proforce Law Enforcement, hereinafter referred to as "CONTRACTOR".

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

**1. CONTRACT ADMINISTRATION AND OPERATION:**

- 1.1. Contract Administrator:** CONTRACTOR shall act under the authority and approval of the Police Sergeant /designee (Contract Administrator), to provide the goods and merchandise required by this Contract.
- 1.2. Ordering Instructions:** Authorization for purchases under the terms and conditions of this contract will be made only upon issuance of a CITY Purchase Order, a Contract Release Order or use of a City Procurement Card.
- 1.3. Usage Report.** Annually CONTRACTOR shall furnish CITY a usage report delineating the acquisition activity governed by the contract. The format of the report shall be approved by CITY and shall disclose the quantity and the dollar value of each contract item by individual purchasing unit.

**2. GOODS AND MERCHANDISE TO BE PROVIDED:** CONTRACTOR shall provide to CITY the goods and merchandise listed on Exhibit A, attached hereto and made a part hereof by reference, at the prices listed on Exhibit B, all as more specifically set forth in the Specifications and details included therein.

- 2.1. Safety Standards:** All items supplied pursuant to this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.
- 2.2. Non-Discrimination.** The CONTRACTOR shall comply with State Executive Order No. 99-4 and all other applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.
- 2.3. Product Discontinuance (Categories):** In the event that a required product or model is discontinued by the manufacturer, CITY at its sole discretion may allow CONTRACTOR to provide a substitute for the discontinued item. CONTRACTOR shall request permission to substitute a new product or model and provide the following:

A formal announcement from the manufacturer that the product or model has been discontinued.

Documentation from the manufacturer that names the replacement product or model.

Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.

Documentation confirming that the price for the replacement is the same as or less than the discontinued model.

If requested by CITY, CONTRACTOR shall provide a sample of the replacement product.

- 2.4. **Licenses:** CONTRACTOR shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by CONTRACTOR as applicable to this contract.
- 2.5. **Contract Orders:** CONTRACTOR shall, in accordance with all terms and conditions of this Contract, fully perform and shall be obligated to comply with all contract orders received by CONTRACTOR prior to the expiration or termination hereof, unless otherwise directed in writing by the Contract Administrator, including, without limitation, all contract orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.
- 2.6. **Advertising, Publishing and Promotion of Contract:** The CONTRACTOR shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 2.7. **Compliance With Applicable Laws:** CONTRACTOR shall comply with all applicable Federal, state and local laws, and with all applicable license and permit requirements.
- 2.8. **Assignment:** Services covered by this Contract shall not be assigned in whole or in part without the prior written consent of CITY.
- 2.9. **Amendments:** The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by CITY in writing or made unilaterally by the CONTRACTOR are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on those changes.
- 2.10. **Payment.** A separate invoice shall be issued for each shipment of goods or materials, and no payment will be issued prior to receipt of goods or materials and receipt of a correct invoice.
- 2.11. **Estimated Quantities.** The quantities shown on Exhibit B (the Price List) are estimates only, based upon available information. Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by CITY. CITY reserves the right to increase or decrease the quantities actually required.
- 2.12. **New/Current Products.** All goods, equipment, materials, parts and other components supplied pursuant to this Contract shall be new, or the latest model and of the most suitable grade for the purpose intended.
- 2.13. **Packing and Shipping.** The CONTRACTOR shall 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.

**3. Warranties:**

- 3.1. Liens:** CONTRACTOR warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 3.2. Quality:** Unless otherwise modified elsewhere in these terms and conditions, CONTRACTOR warrants that, for one year after acceptance by CITY of the materials, they shall be:
- 3.2.1.** Of a quality to pass without objection in the trade under the Contract description;
  - 3.2.2.** Fit for the intended purposes for which the materials are used;
  - 3.2.3.** Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
  - 3.2.4.** Adequately contained, packaged and marked as the Contract may require; and
  - 3.2.5.** Conform to the written promises or affirmations of fact made by CONTRACTOR.
- 3.3. Fitness:** CONTRACTOR warrants that any material supplied to CITY shall fully conform to all requirements of the Contract and all representations of CONTRACTOR, and shall be fit for all purposes and uses required by the Contract.
- 3.4. Inspection/Testing:** The warranties set forth in Section 3 herein are not affected by inspection or testing of or payment for the materials by CITY.
- 3.5. Warranty.** All goods supplied under this Contract shall be fully guaranteed by manufacturer's warranty and shall be indicated in offer.
- 4. ACCEPTANCE AND DOCUMENTATION:** All goods are subject to final inspection and acceptance by CITY. Material failing to meet the requirements of this Contract will be held at CONTRACTOR's risk and may be returned to CONTRACTOR. If so returned, the cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses are the responsibility of CONTRACTOR. CITY may elect to do any or all of the following: Waive the non-conformance; stop the work immediately; or bring the material into compliance. Defective Products. All defective products shall be replaced and exchanged by CONTRACTOR. The cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses shall be paid by the CONTRACTOR. All replacement products must be received by CITY within seven (7) days of initial notification
- 4.1. Records.** The CONTRACTOR shall retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.
- 4.2. Audit.** At any time during the term of this Contract and five (5) years thereafter, CONTRACTOR's books and records shall be subject to audit by CITY to the extent that the books and records relate to the performance of the Contract or Subcontract. Upon request, CONTRACTOR shall produce a legible copy of any or all such records.
- 4.3. Delivery.** Delivery shall be made within three hundred sixty (360) calendar days after receipt of a Contract Purchase Order (ARO).

5. **PRICE:** CITY shall pay to CONTRACTOR an amount not to exceed the per unit price set forth in Exhibit B for the amount of ammunition received by the CITY.
- 5.1. **Pricing:** Prices stated include all freight, insurance, warranty costs, and any other applicable costs.
- 5.2. **Payment:** A separate invoice shall be issued for each shipment of goods or merchandise, and no payment will be issued prior to receipt of material and a correct invoice. All billing invoices shall include delivery time, purchase order number, and contractual payment terms. Items are to be identified by the name, model number, contract number, line item number, and serial number if applicable. Payment. CONTRACTOR shall submit to the issuing department, after completion of the task or combination of tasks listed by the issuing departments task order, a statement of charges for the work completed under that task order, in conformance with the pricing schedule of this contract, the issuing department shall process the claim for prompt payment in accordance with the standard operating procedures of CITY.
- 5.3. **Delivery:** All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations (City of Chandler and Pinal County). CONTRACTOR shall retain title and control of all goods until they are delivered and accepted by CITY. All risk of transportation and all related charges shall be the responsibility of CONTRACTOR. All claims for visible or concealed damage shall be filed by CONTRACTOR. CITY will notify CONTRACTOR promptly of any damaged goods and shall assist CONTRACTOR in arranging for inspection.
- 5.4. **Risk of Loss:** CONTRACTOR shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with CONTRACTOR regardless of receipt.
- 5.5. **TAXES:** CONTRACTOR shall be solely responsible for any and all tax obligations, which may result out of CONTRACTOR'S performance of this Contract. CITY shall have no obligation to pay any amounts for taxes, of any type, incurred by CONTRACTOR.
- 5.6. **IRS W9 Form.** In order to receive payment CONTRACTOR shall have a current I.R.S. W9 Form on file with CITY, unless said form is not required by law.
- 5.7. **Price Adjustment (Annual).** All prices offered herein shall be firm against any increase for one (1) year from the effective date of the Contract. Prior to commencement of subsequent renewal terms, CITY will entertain a fully documented request for price adjustment. The requested increase shall be based upon a cost increase to CONTRACTOR that was clearly unpredictable at the time the Contract was executed directly correlated to the price of the product concerned.
- 5.8. **Acceptance by CITY.** CITY reserves the right to accept or reject the request for a price increase. If 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 a written Contract Amendment must be approved and executed by the Parties.
- 5.9. **Price Reduction.** CONTRACTOR shall offer CITY a price reduction for its products concurrent with a published price reduction made to other customers.

6. **TERM:** The contract term is for a one year period subject to mutually agreed upon additional successive periods of a maximum twelve months per extension with a maximum aggregate including all extensions not to exceed five (5) years. Additionally, the contract may be extended unilaterally for a period of thirty-one days or a portion thereof.

7. **USE OF THIS CONTRACT:**

7.1. CONTRACTOR is aware that there is more than one CONTRACTOR who has been awarded a Contract to provide this type of goods and materials. CITY reserves the right and will issue Purchase Orders for goods and materials based on ability of CONTRACTOR to meet CITY's schedule and/or price.

7.2. **Emergency Purchases:** CITY reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately by the CONTRACTOR.

7.3. **Cooperative Use of Contract.** In addition to the City of Chandler and with approval of the contracted CONTRACTOR, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at [www.maricopa.gov/materials](http://www.maricopa.gov/materials) and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. 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.

8. **CITY'S CONTRACTUAL REMEDIES:**

8.1. **Right to Assurance:** If CITY in good faith has reason to believe that CONTRACTOR does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that CONTRACTOR give a written assurance of intent to perform. Failure by CONTRACTOR to provide written assurance within the number of Days specified in the demand may, at CITY's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2. **Non-exclusive Remedies:** The rights and the remedies of CITY under this Contract are not exclusive.

8.3. **Nonconforming Tender:** Goods, materials or merchandise supplied under this Contract shall fully comply with this Contract and the specifications included herein. The delivery of goods, materials or merchandise or any portion thereof that do not fully comply constitutes a breach of contract. On delivery of nonconforming goods, materials or merchandise, CITY may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.4. **Right of Offset:** CITY shall be entitled to offset against any sums due to CONTRACTOR, any expenses or costs incurred by CITY, or damages assessed by CITY concerning CONTRACTOR's non-conforming performance or failure to perform the Contract, including costs and damages incurred by CITY.

9. **TERMINATION:**

9.1. **Termination for Convenience:** CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such

termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subCONTRACTORS to cease such work. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the CONTRACTOR and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director shall determine the percentage of work performed under each task detailed in the Scope of Work and the CONTRACTOR'S compensation shall be based upon such determination and CONTRACTOR'S fee schedule included herein.

**9.2. Termination for Cause:** City may terminate this Agreement for Cause:

Upon the occurrence of any one or more of the following events:

- 1) If CONTRACTOR fails to perform pursuant to the terms of this Agreement
- 2) If CONTRACTOR is adjudged a bankrupt or insolvent;
- 3) If CONTRACTOR makes a general assignment for the benefit of creditors;
- 4) If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR'S property;
- 5) If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
- 6) If CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
- 7) Where Agreement has been so terminated by CITY, the termination shall not affect any rights of CITY against CONTRACTOR then existing or which may thereafter accrue.

**9.3. Termination for Misrepresentation.** CITY may, upon written notice, terminate this Contract for any attempt by CONTRACTOR to represent any goods or materials not specifically awarded as being under contract with the CITY of Chandler. Any such action is subject to the legal and contractual remedies available to CITY inclusive of, but not limited to, contract cancellation, suspension and/or debarment of CONTRACTOR.

**9.4. Cancellation for Conflict of Interest:** Pursuant to A.R.S. § 38-511, CITY may cancel this Contract after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of CITY is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the CONTRACTOR receives written notice of the cancellation unless the notice specifies a later time.

**9.5. Gratuities:** CITY may, by written notice, terminate this Contract, in whole or in part, if CITY determines that employment or a Gratuity was offered or made by the CONTRACTOR or a representative of the CONTRACTOR to any officer or employee of CITY for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. CITY, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the CONTRACTOR.

**9.6. Suspension or Debarment:** CITY may, by written notice to the CONTRACTOR,

immediately terminate this Contract if CITY determines that the CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Sub-CONTRACTOR of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the CONTRACTOR is not currently suspended or debarred. If the CONTRACTOR becomes suspended or debarred, the CONTRACTOR shall immediately notify CITY.

- 9.7. Continuation of Performance Through Termination:** The CONTRACTOR shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 9.8. No Waiver:** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 9.9. Availability of Funds for the next Fiscal Year.** Funds may not presently be available under this agreement beyond the current fiscal year. No legal liability on the part of the CITY for services may arise under this agreement beyond the current fiscal year until funds are made available for performance of this agreement. The CITY may reduce services or terminate this agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.
- 10. FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.
- 11. DISPUTE RESOLUTION:**
- 11.1 Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 11.2 Jurisdiction and Venue.** The parties agree that this Agreement is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.
- 11.4 Fees and Costs.** Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees; provided, however, that no award of attorney's fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.
- 12. INDEMNIFICATION:** To the fullest extent permitted by law, CONTRACTOR, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City and any of its elected or appointed officials, officers, directors, commissioners, board members, agents or employees from and against any and all allegations, demands, claims, proceedings, suits, actions,

damages, including, without limitation, property damage, environmental damages, personal injury and wrongful death claims, losses, expenses (including claim adjusting and handling expenses), penalties and fines (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings), judgments or obligations, which may be imposed upon or incurred by or asserted against the City by reason of this Agreement or the services performed or permissions granted under it, or related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by CONTRACTOR, or any of its subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, relating to the discharge of any duties or the exercise of any rights or privileges arising from or incidental to this Agreement, including but not limited to, any injury or damages claimed by any of CONTRACTOR's and subcontractor's employees.

The amount and type of insurance coverage requirements set forth in the Agreement will in no way be construed as limiting the scope of indemnity in this paragraph.

- 13. NOTICES:** All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of CITY	In the case of the CONTRACTOR
Department: <u>Police Department</u>	Firm Name: <u>Proforce Law Enforcement</u>
Contact: <u>Jason Barnes</u>	Contact: <u>Beth Meisheid</u>
Mailing Address: <u>PO Box 4008, MS 303</u>	Address: <u>3009 N. Highway 89</u>
Physical Address: <u>250 E. Chicago St.</u>	City, State, Zip: <u>Prescott, AZ 86301</u>
City, State, Zip: <u>Chandler, AZ 85286</u>	Phone: <u>928-7769-7192</u>
Phone: <u>480-782-4557</u>	FAX: <u>928-445-3468</u>
FAX: <u>480-782-4880</u>	<u>sales@proforceonline.com</u>

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

**14. GENERAL TERMS:**

- 14.1. Entire Agreement:** This Contract, including Exhibits A-F attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives or each party.
- 14.2. Arizona Law:** This Contract shall be governed and interpreted according to the laws of the State of Arizona.
- 14.3. Assignment:** Services covered by this Contract shall not be assigned in whole or in part without the prior written consent of CITY.
- 14.4. Amendments:** The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by CITY in writing or made unilaterally by the CONTRACTOR are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and

without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on those changes.

**14.5. Conflict of Interest:**

**14.5.1 No Kickback:** CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of City Council or any employee of CITY has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in CONTRACTOR'S proposal to CITY.

**14.5.2 Kickback Termination:** CITY may cancel this Contract, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of CITY'S departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a CONTRACTOR to any other party to the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice from CITY is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. §38-511).

**14.5.3 No Conflict:** CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.

**14.6. Independent CONTRACTOR:** The CONTRACTOR under this Contract is an independent contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

**14.7. No Parole Evidence:** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

**14.8. Authority:** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

**14.9. Ownership.** All deliverables and/or other products of the Contract (including but not limited to all software documentation, reports, records, summaries and other matter and materials prepared or developed by CONTRACTOR in performance of the Contract) shall be the sole, absolute and exclusive property of CITY, free from any claim or retention of right on the part of CONTRACTOR, its agents, sub-contractors, officers or employees.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this day  
of 2015.

FOR THE CITY OF CHANDLER

FOR THE CONTRACTOR

\_\_\_\_\_  
MAYOR

By: *M. Han*  
Signature

ATTEST:  
\_\_\_\_\_  
City Clerk

ATTEST: If Corporation  
*Juan Molera*  
ASST Secretary

Approved as to form:  
\_\_\_\_\_  
City Attorney *[Signature]*

**EXHIBIT A**  
**CITY OF CHANDLER AMMUNITION TECHNICAL SPECIFICATIONS**

**CONTRACTOR SHALL SUPPLY THE FOLLOWING ON AN AS-NEEDED BASIS AND CONFORM TO THE FOLLOWING REQUIREMENTS:**

1. 9MM FRANGIBLE TRAINING AMMUNITION; 100 grain, lead free and heavy metal free primers, copper/zinc compressed frangible bullet packaged 1000 rounds per case. Bullet velocity ranges approximately 1350 feet per second using a 4" barrel. Ammunition shall be as manufactured by ATK CCI Speer RHT # 53365 or equal. Annual purchase estimated at 80,000 rounds
2. 9MM CLEAN-FIRE AMMUNITION; 124 grain, Full Metal Jacket, lead core bullet packaged 1000 rounds per case. Ammunition consists of a copper encased lead core bullet using a lead free and heavy metal free primer. Bullet velocity ranges at 1200 feet per second. Ammunition shall be as manufactured by ATK CCI Speer Lawman # 53651 or # 03460 or equal. Annual purchase estimated at 10,000 rounds.
3. .40 S&W FRANGIBLE TRAINING AMMUNITION; 125 grain, lead/heavy metal free primers, copper/zinc compressed frangible bullet packaged 1000 rounds per case. Bullet velocity ranges approximately 1130 feet per second using a 4" barrel. Ammunition shall be as manufactured by ATK., CCI Speer RHT # 53375 or equal. Annual purchase estimated at 15,000 rounds.
4. .40 S&W CLEAN-FIRE AMMUNITION; 180 grain Clean-fire training ammunition. Full Metal Jacket, lead core bullet packaged 1000 rounds per case. Ammunition consists of a copper encased lead core bullet using a lead free and heavy metal free primer. Bullet velocity ranges at 1000 feet per second. Ammunition shall be as manufactured by ATK., CCI Speer Lawman # 03477 or equal. Annual purchase estimated at 5,000 rounds.
5. .45 ACP 230 grain Clean-fire training ammunition. Full Metal Jacket, lead core bullet packaged 1000 rounds per case. Ammunition consists of a copper encased lead core bullet using a lead free and heavy metal free primer. Bullet velocity ranges at 850 feet per second. Ammunition shall be as manufactured by ATK., CCI Speer Lawman # 03480 or equal. Annual purchase estimated at 5,000 rounds.
6. .380 AUTO AMMUNITION; 90 grain jacketed hollow point, electrochemically bonded to alloy core bullet, packaged 1,000 rounds per case. Ammunition will have multiple uses, such as, practice, target training and duty use. Bullet velocity ranges at 900 feet per second from a 3.75" test barrel. Ammunition shall be as manufactured by ATK, CCI Speer Gold Dot Hollow Point (GDHP) # 53606 or equal. Annual purchase estimated at 1,000 rounds.
7. .38 SPL. AMMUNITION; 125 grain jacketed hollow point, electrochemically bonded to alloy core bullet, packaged 1,000 rounds per case. Ammunition will have multiple uses, such as, practice, target training and duty use. Bullet velocity ranges at 900 feet per second from a 3.75" test barrel. Ammunition shall be as manufactured by ATK, CCI Speer Gold Dot Hollow Point (GDHP) # 53720 or equal. Annual purchase estimated at 1,000 rounds.
8. .357 AMMUNITION; 158 grain jacketed hollow point, electrochemically bonded to alloy core bullet, packaged 1,000 rounds per case. Ammunition will have multiple uses, such as, practice, target training and duty use. Bullet velocity ranges at 1250 feet per second from a 4" test barrel. Ammunition shall be as manufactured by ATK, CCI Speer Gold Dot Hollow Point (GDHP) # 53960 or equal. Annual purchase estimated at 1,000 rounds.
9. 9MM AMMUNITION; 124+P grain jacketed hollow point, electrochemically bonded to alloy core bullet, packaged 1,000 rounds per case. Ammunition will have multiple uses, such as, practice, target training and duty use. Bullet velocity ranges at 1250 feet per second from a 4" test barrel. Ammunition shall be as manufactured by ATK, CCI Speer Gold Dot Hollow Point (GDHP) # 53617 or equal. Annual purchase estimated at 25,000 rounds.

10. .40 S&W AMMUNITION; 180 grain jacketed hollow point, electrochemically bonded to alloy core bullet, packaged 1,000 rounds per case. Ammunition will have multiple uses, such as, practice, target training and duty use. Bullet velocity ranges at 1050 feet per second from a 4" test barrel. Ammunition shall be as manufactured by ATK, CCI Speer Gold Dot Hollow Point (GDHP) # 53962 or equal. Annual purchase estimated at 4,000 rounds.
11. .45 ACP AMMUNITION; 230 grain jacketed hollow point, electrochemically bonded to alloy core bullet, packaged 1,000 rounds per case. Ammunition will have multiple uses, such as, practice, target training and duty use. Bullet velocity ranges at 875 feet per second from a 4" test barrel. Ammunition shall be as manufactured by ATK, CCI Speer Gold Dot Hollow Point (GDHP) # 53966 or equal. Annual purchase estimated at 1,000 rounds.
12. 12 GAUGE AMMUNITION; 7.5 birdshot plastic encased shells packaged 250 rounds per case. Ammunition will have multiple uses, such as, practice and target training. Bullet velocity ranges at 1000 feet per second from a 16" test barrel. Ammunition shall be as manufactured by Federal # T115 7.5or equal. Annual purchase estimated at 2,500 rounds.
13. 12 GAUGE AMMUNITION; 00 buckshot plastic encased shells packaged 250 rounds per case. Ammunition will have multiple uses, such as, practice, target training and duty carry. Bullet velocity ranges at 1000 feet per second from a 16" test barrel. Ammunition shall be as manufactured by Federal # LE132.00 or equal. Annual purchase estimated at 1,000 rounds.
14. 12 GAUGE AMMUNITION; Rifle/slug plastic encased shells packaged 250 rounds per case. Ammunition will have multiple uses, such as, practice, target training and duty carry. Bullet velocity ranges at 1000 feet per second from a 16" test barrel. Ammunition shall be as manufactured by Federal # LE132-RS or equal. Annual purchase estimated at 1000 rounds.
15. 308 AMMUNITION; 168 grain BTSP rounds packaged 200 per case. This is a soft point boat tail bullet. Ammunition will have multiple uses, such as training, practice and duty use. Bullet velocity ranges at 2600 feet per second from a 16" barrel. Ammunition shall be as manufactured by Federal #GM308M or equal. Annual purchase estimated at 6,000 rounds.
16. 308 AMMUNITION; 168 grain Tactical Bonded rounds packaged 200 per case. This is a bonded copper bullet with a lead core. Ammunition will have multiple uses, such as training, practice and duty use. Bullet velocity ranges at 2600 feet per second from a 16" barrel. Ammunition shall be as manufactured by Federal # LE308T1 or equal. Annual purchase estimated at 2,000 rounds
17. .308 AMMUNITION, Hornady 168 grain AMAX-TAP rounds packaged 200 per case. Ammunition shall have multiple uses, such as training, practice and duty use. Bullet velocity ranges at approximately 2600 fps from the standard barrel. Ammunition shall be as manufactured by Hornady #80965 or equal. Annual purchases estimated at 6,000 rounds
18. .223 REMINGTON AMMUNITION; 55 grain (5.56X45MM) Federal Tactical Rifle Urban, Sierra Match Game King Boat Tail Hollow Point bullet packaged 500 per case. Velocity ranges approximately 2900 feet per second using a 16" barrel. Ammunition shall be as manufactured by Federal #T223E or equal. Annual purchase of .223 ammunition is estimated at 6,000 rounds.
19. .223 REMINGTON AMMUNITION; 55 grain (5.56X45MM) full metal jacket bullet packaged 500 per case. Ammunition will have multiple uses, such as, training and target practice. Velocity ranges approximately 2900 feet per second using a 16" barrel. Ammunition shall be as manufactured by Federal #XM193, Federal AE 223 or equal. Annual purchase of .223 practice ammunition estimated at 40,000 rounds
20. 223 REMINGTON AMMUNITION; 62 grain bonded Core-Lokt Ultra PSP bullet packaged 500 per case. Velocity ranges from 2600 fps in the 10.5." barrel and 3000 fps in the 16" barrel weapons.

Ammunition shall be as manufactured by Remington product # PRC223R4 or equal. Annual purchases of .223 ammunition is approximately 6,000 rounds.

21. .223 REMINGTON AMMUNITION; 64 grain Speer Gold Dot SP bullet packaged 500 per case. Velocity ranges from 2600 fps in the 10.5" barrel up to 3000 pfs in the 16" barrel weapons. Ammunition shall be as manufactured by Federal Speer product #24448 or equal. Annual purchase of .223 ammunition estimated at 6,000 rounds.
22. .223 REMINGTON AMMUNITION; 55 grain lead free frangible training ammunition packaged 200 per case. Velocity range approximately 3100 fps in the 16" barrel guns. Ammunition shall be as manufactured by ATK, Federal Ballisticlean RHT product # BC223NT5A. Annual purchase of .223 frangible ammunition is approximately 10,000 rounds.
23. .40 S&W CLEAN-FIRE AMMUNITION; 180 grain Clean-fire training ammunition. Full Metal Jacket, lead core bullet packaged 1000 rounds per case. Ammunition consists of a copper encased lead core bullet using a lead free and heavy metal free primer. Bullet velocity ranges at 1000 feet per second. Ammunition shall be as manufactured by Federal # AE40N1 or equal. Annual purchase estimated at 5,000 rounds.
24. .45 ACP FRANGIBLE AMMUNITION; 155 grain frangible bullet packaged 1000 rounds per case. Ammunition consists of a sintered copper bullet with a CCI Clean Fire primer which eliminates lead, barium and antimony from the primer compound. Bullet velocity ranges at 1125 feet per second. Ammunition shall be as manufactured by Speer #53395. Annual purchase estimated at 10,000 rounds.
25. .223 FRANGIBLE AMMUNITION; 55 grain, sinter bullet frangible training ammunition packaged 200 rounds per case. Ammunition consists of a copper/zinc compressed bullet using a lead free and heavy metal free primer. Bullet velocity ranges at 2900 feet per second. Ammunition shall be as manufactured by Winchester # RA223SF or equal. Annual purchase estimated at 20,000 rounds.
26. 12 GAUGE FRANGIBLE AMMUNITION; Disintegrator rifle slug, sinter bullet frangible training ammunition packaged 500 rounds per case. Ammunition consists of a copper/zinc-compressed bullet using a lead free and heavy metal free primer. Bullet velocity ranges at 1000 feet per second. Ammunition shall be as manufactured by Remington # LF12SGS or equal. Annual purchase estimated at 1,000 rounds.
27. .38 SPL FRANGIBLE AMMUNITION; 110 grain frangible bullet packaged 1000 rounds per case. Ammunition consists of a copper/zinc-compressed bullet using lead and heavy metal free primers. Bullet velocity ranges at 900 feet per second from a 4" barrel. Ammunition shall be as manufactured by International Cartridge Corporation # 038-110-TFP-B. Estimated annual purchase is 1,000 rounds.
28. 380 AUTO FRANGIBLE AMMUNITION; 75 grain frangible bullet packaged 1000 rounds per case. Ammunition consists of a sintered copper bullet with a CCI Clean Fire primer which eliminates lead, barium and antimony from the primer compound. Bullet velocity ranges at 1140 feet per second from a 3.75" barrel. Ammunition shall be as manufactured by Speer #53382. Annual purchase estimated at 1,000 rounds
29. 9MM FX MARKING CARTRIDGES; Simunitions non-lethal 9MM marking cartridges packaged 1000 rounds per case. For use in specially designed pistols for FX training purposes. Ammunition shall be as manufactured by Simunitions in various colors. Annual estimated purchase is 6,000 rounds
30. .38 SPL FX MARKING CARTRIDGES; Simunitions non-lethal .38SPL marking cartridges packaged 1000 rounds per case. For use in specially designed pistols for FX training purposes. Ammunition shall be as manufactured by Simunitions in various colors. Annual estimated purchase is 1,000 rounds.

**EXHIBIT B  
PRICING**

ITEM #	DESCRIPTION	CHANDLER EST. ANNUAL QTY (ROUNDS)	BRAND / PRODUCT NO.	UNIT PRICE PER 1,000
19.	.223 Remington ammunition; 55 grain (5.56X45MM) full metal jacket; per specs	40,000	L223R3	\$306.59
20.	.223 Remington ammunition; 62 grain bonded Core-Lokt Ultra PSP; per specs	6,000	PRC223R4	\$609.89
22.	.223 Remington ammunition; 55 grain lead free frangible training; per specs	10,000	ATK, Federal Ballisticlean LF223R5B	\$527.47