



Chandler - Arizona
Where Values Make The Difference

**PURCHASING ITEM
FOR
COUNCIL AGENDA**

1. Agenda Item Number:

9

2. Council Meeting Date:

February 11, 2016

TO: MAYOR AND COUNCIL

3. Date Prepared: January 21, 2016

THROUGH: CITY MANAGER

4. Requesting Department: Police

5. SUBJECT: Amendment No. 1 to Agreement No. PD5-680-3472 for Ammunition

6. RECOMMENDATION: Staff recommends City Council approve Amendment No. 1 to Agreement No. PD5-680-3472 with San Diego Police Equipment Co., Inc., International Cartridge Corporation, Proforce Law Enforcement, and Miwall Corporation for ammunition, in a total combined amount not to exceed \$125,829.85, for a one-year term, February 1, 2016, through January 31, 2017.

7. 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 January 22, 2015, City Council approved an agreement with San Diego Police Equipment Co., Inc., International Cartridge Corporation, Proforce Law Enforcement, Miwall Corporation, and Lawmen's & Shooters Supply, Inc., for ammunition for a one-year period with the option of up to four one-year extensions. San Diego Police Equipment Co., Inc., International Cartridge Corporation, and Miwall Corporation have agreed to extend the contract at the same terms, conditions, and pricing.

Proforce Law Enforcement has agreed to extend the contract with a 2% price increase due to fuel and material costs passed on from the manufacturer. The contract states that an annual increase must be reasonable and justified. Proforce Law Enforcement has shown the increase complies with this language.

The City no longer purchases the ammunition supplied by Lawmen's & Shooters Supply, Inc. Therefore, the Lawmen's & Shooters Supply, Inc., agreement will not be extended.

Staff recommends extension of this agreement for the term of February 1, 2016, through January 31, 2017. This is the first extension of the agreement.

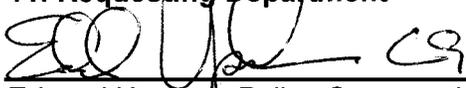
9. FINANCIAL IMPLICATIONS: Funding for the purchases will be from the General Fund, Police, Community Resources and Training, Ammunition Account 101-2080-5348.

10. PROPOSED MOTION: Move City Council approve Amendment No. 1 to Agreement No. PD5-680-3472 with San Diego Police Equipment Co., Inc., International Cartridge Corporation, Proforce Law Enforcement, and Miwall Corporation for ammunition, in a total combined amount not to exceed \$125,829.85, for a one-year term, February 1, 2016, through January 31, 2017.

Attachments: Amendment No. 1

APPROVALS

11. Requesting Department



Edward Upshaw, Police Commander

13. Department Head



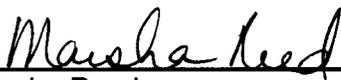
Sean Duggan, Chief of Police

12. Procurement Officer



Juan Martinez

14. Acting City Manager



Marsha Reed

AMENDMENT NUMBER ONE
TO AGREEMENT BETWEEN THE CITY OF CHANDLER
AND
SAN DIEGO POLICE EQUIPMENT CO. INC.
FOR AMMUNITION
AGREEMENT NO.: PD5-680-3472

This Amendment #1 to that certain Agreement between the City of Chandler (CITY) and San Diego Police Equipment Co. Inc., (CONTRACTOR) for Ammunition dated February 13, 2015, and is entered into this _____ day of _____, 2016.

NOW THEREFORE, the parties agree as follows:

1. Extension of the term for a one-year period, February 1, 2016 through January 31, 2017, as authorized pursuant to Section 6 of the Agreement referenced above.
2. Section 5 Price. The City shall pay to the Contractor an amount not to exceed \$125,829.85, for this and all combined Agreements, for the completion of all services described herein, payable as set forth in Exhibit B attached to the original agreement as amended and incorporated herein by reference.
3. All other terms and conditions of the above referenced Agreement shall remain unchanged and in full force and effect. All terms and conditions in the original Agreement not specifically amended herein shall be incorporated by reference in its entirety and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this _____ day of _____ 2016.

CITY OF CHANDLER:

CONTRACTOR:

By: _____
Mayor

By: BJ
Title: Sales Manager

APPROVED AS TO FORM:

City Attorney CJ

ATTEST: (If corporation)

ATTEST:

Secretary

City Clerk

WITNESS: (If individual or Partnership)

[SEAL]

AMENDMENT NUMBER ONE
TO AGREEMENT BETWEEN THE CITY OF CHANDLER
AND
INTERNATIONAL CARTRIDGE CORPORATION
FOR AMMUNITION
AGREEMENT NO.: PD5-680-3472

This Amendment #1 to that certain Agreement between the City of Chandler (CITY) and International Cartridge Corporation (CONTRACTOR) for Ammunition dated February 13, 2015, and is entered into this 3rd day of February, 2016.

NOW THEREFORE, the parties agree as follows:

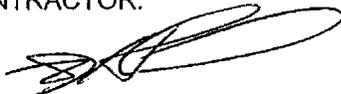
1. Extension of the term for a one-year period, February 1, 2016 through January 31, 2017, as authorized pursuant to Section 6 of the Agreement referenced above.
2. Section 5 Price. The City shall pay to the Contractor an amount not to exceed \$125,829.85, for this and all combined Agreements, for the completion of all services described herein, payable as set forth in Revised Exhibit B attached to the original agreement as amended and incorporated herein by reference.
3. All other terms and conditions of the above referenced Agreement shall remain unchanged and in full force and effect. All terms and conditions in the original Agreement not specifically amended herein shall be incorporated by reference in its entirety and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this _____ day of _____, 2016.

CITY OF CHANDLER:

By: _____
Mayor

CONTRACTOR:

By: 
Title: D.O. of Training / Sales agent

APPROVED AS TO FORM:

City Attorney CH

ATTEST:

City Clerk

ATTEST: (If corporation)

Secretary

WITNESS: (If individual or Partnership)

[SEAL]

AMENDMENT NUMBER ONE
TO AGREEMENT BETWEEN THE CITY OF CHANDLER
AND
MIWALL CORPORATION
FOR AMMUNITION
AGREEMENT NO.: PD5-680-3472

This Amendment #1 to that certain Agreement between the City of Chandler (CITY) and Miwall Corporation (CONTRACTOR) for Ammunition dated February 13, 2015, and is entered into this ____ day of _____, 2016.

NOW THEREFORE, the parties agree as follows:

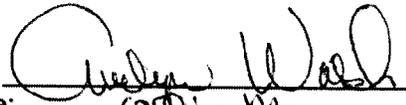
1. Extension of the term for a one-year period, February 1, 2016 through January 31, 2017, as authorized pursuant to Section 6 of the Agreement referenced above.
2. Section 5 Price. The City shall pay to the Contractor an amount not to exceed \$125,829.85, for this and all combined Agreements, for the completion of all services described herein, payable as set forth in Revised Exhibit B attached to the original agreement as amended and incorporated herein by reference.
3. All other terms and conditions of the above referenced Agreement shall remain unchanged and in full force and effect. All terms and conditions in the original Agreement not specifically amended herein shall be incorporated by reference in its entirety and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this ____ day of _____, 2016.

CITY OF CHANDLER:

By: _____
Mayor

CONTRACTOR:

By: 
Title: City Mayor

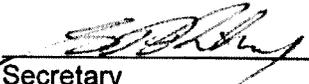
APPROVED AS TO FORM:

City Attorney *CH*

ATTEST:

City Clerk

ATTEST: (If corporation)


Secretary

WITNESS: (If individual or Partnership)

[SEAL]

AMENDMENT NUMBER ONE
TO AGREEMENT BETWEEN THE CITY OF CHANDLER
AND
PROFORCE LAW ENFORCEMENT
FOR AMMUNITION
AGREEMENT NO.: PD5-680-3472

This Amendment #1 to that certain Agreement between the City of Chandler (CITY) and Proforce Law Enforcement (CONTRACTOR) for Ammunition dated February 13, 2015, and is entered into this _____ day of _____, 2016.

NOW THEREFORE, the parties agree as follows:

1. Extension of the term for a one-year period, February 1, 2016 through January 31, 2017, as authorized pursuant to Section 6 of the Agreement referenced above.
2. Section 5 Price. The City shall pay to the Contractor an amount not to exceed \$125,829.85, for this and all combined Agreements, for the completion of all services described herein, payable as set forth in Revised Exhibit B attached to the original agreement as amended and incorporated herein by reference.
3. All other terms and conditions of the above referenced Agreement shall remain unchanged and in full force and effect. All terms and conditions in the original Agreement not specifically amended herein shall be incorporated by reference in its entirety and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this _____ day of _____, 2016.

CITY OF CHANDLER:

CONTRACTOR:

By: _____
Mayor

By: *[Signature]*
Title: Senior Vice President

APPROVED AS TO FORM:

City Attorney *CB*

ATTEST: (If corporation)

ATTEST:

Secretary

City Clerk

WITNESS: (If individual or Partnership)

[SEAL]

**REVISED 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	\$312.72
20.	.223 Remington ammunition; 62 grain bonded Core-Lokt Ultra PSP; per specs	6,000	PRC223R4	\$622.09
22.	.223 Remington ammunition; 55 grain lead free frangible training; per specs	10,000	ATK, Federal Ballistclean LF223R5B	\$538.02