

INTEROFFICE MEMORANDUM

CONTRACT DOCUMENT

CITY OF INDEPENDENCE COOP

DATE:

October 2023

TO:

Key Purchasing Personnel

FROM:

Des Collins-Procurement and Contract Services Division

RE:

Piggyback Contract for Fire & Police Uniforms and Equipment

City of Independence MO Agreement #2022 and LS #2024-036

Vendor	Baysingers Uniforms 430 E. Central Wichita, KS 67202
Phone	Phone # 316-262-5663 (Office) Cell Phone #316-253-1997
Contact Person	Joel Gearhart Email: joel@baysingers.com
Ordering Instructions	 Using Department to enter a Requisition into Lawson System for a Purchase Order to be issued Invoices will be paid against Lawson System Receiver and Lawson System Purchase Order
Terms/Discounts	Net 30
Delivery	As Needed
Pricing	Contact vendor for current pricing
Effective Dates	November 22, 2022 through November 22, 2025

CC:

Bid File- Original memo

Intranet



2022 INDEPENDENCE PD UNIFORM AND EQUIPMENT CONTRACT

This agreement (the "Agreement") is entered into on November 22, 2022 between Baysinger Police Supply, INC DBA Baysingers Uniforms & Equipment (Baysingers) and City of Independence (Customer).

Term and Termination. The term of this Agreement shall be 36 months from the Effective Date and shall be renewable for 24-month periods at the end of the term by agreement of both the parties. If Customer terminates this agreement without cause, then Customer agrees to purchase the items held in inventory by Baysingers for the sole purpose of servicing Customer's account, including, items that cannot be resold to other customers because they have been customized for Customer and firearms. Baysingers shall maintain an accounting of all such items maintained in inventory directly and solely attributable to Customer's account. In the event of an early termination by Customer without cause, Customer shall not be required to purchase items from Baysingers that can be marketed to other customers or that it generally holds in its regular inventory.

Services. Baysingers will sell to Customer uniforms and equipment, size Customer's employees when needed, and provide alterations and repairs as needed. Additionally, Baysingers' Boost Web System will track all of Customer's employees, order history, inventory, and items issued to each employee. All of this data is available to Customer via Customer's secure login on the Boost Web System. Baysingers will also sell and maintain inventory of promotional items on a case-by-case basis if requested by Customer. Finally, Baysingers will package new hire items for Customer's employees in kits so that items arrive packaged per employee.

Terms and Conditions. Terms and Conditions are attached as Appendix A.

Reports and Auditing. Customer may run any report available on the Boost Web System as often as needed. If additional reporting is required, Customer may contact Baysingers staff and on a case-by-case basis Baysingers may add the additional reports. Customer can at any time audit Baysingers inventory via the web system and identify items held in inventory for the benefit of Customer as well as Baysingers' general inventory available for purchase. If Customer would like to audit inventory in person Baysingers requests reasonable notice to ensure one of Baysingers staff is available to review inventory with the appropriate Customer representative. Baysinger agrees to maintain an inventory of the merchandise in its warehouse located in Wichita, KS. The quantity of merchandise maintained by Baysingers for the benefit of Customer will be based on historical data and forecasting from the Customer. Risk of loss for all or part of the inventory will be borne by Baysingers until actually shipped to Customer.

Pricing. All pricing is attached in Appendix B. Appendix B contains pricing specific to the items utilized by the customer today, and a list of discounts for each Vendor Baysingers represents. If the customer wishes to purchase any items not specifically listed on the item pricing of Appendix B, Baysingers will utilize the listed discounts by vendor to give Customer specific pricing on future items. The items being added will also be added to the Boost web system under the Customer's account and available for purchase by Customer, provided, however, such items shall not be added to inventory identified for purchase by Customer thas expressly requested it to be added in writing. The price to be paid by Customer for items listed on Appendix B shall be fixed for 12 months. Thereafter, Baysingers may increase prices each 12-month period, but such increases shall not exceed 3.5% per year without specific notification from the manufacturer of an increase more than that amount.



Any agency within a 250-mile radius may utilize the pricing and terms of this contract by formally requesting permission to do so and with the written approval of Baysingers.

<u>Warranties.</u> Baysingers represents that it will assist in ensuring all manufacturers' warranties are honored and fulfilled. To the extent possible, Baysingers shall convey all such manufacturers or other warranties covering any products purchased by Customer to Customer at the time of purchase. Further, Baysingers represents that all work done by its staff will be

consistent with industry best practices and will be done in a professional manner. Baysingers makes no guarantees regarding the protection offered or lifespan of garments, those come solely from the manufacturer.

Confidentiality. Both Parties agree and understand that many aspects of each entities business will be known to the other party. Both parties agree to keep confidential all disclosures pertinent to each party's business. Specifically, but not limited to disclosures of a financial nature, strategic nature, related to personnel, and any other information that may be proprietary or which the disclosure of could harm the other party's business.

Baysinger Police Supply Inc. acknowledges that the City is required to comply with Missouri's Sunshine Law; and understands that said confidentiality clause is only in effect unless the City receives an applicable records request.

Cancellation. Either party may cancel this agreement with 60 days written notice. In the event of cancellation Customer agrees to purchase any inventory which is dedicated solely to customer and stocked by Baysingers.

Governing Law. This agreement shall be governed by the laws of the State of Missouri, the County of Jackson. All proceedings related to this Agreement are to subject to the jurisdiction of Jackson County, Missouri and must be filed within said jurisdiction.

Dawn Gennings
Signarium: KSWUWFQC69...

Dawn Jennings, Finance Operations Manager

By: Name and Title, printed

Brian Carduff, President

Appendix B: Pricing	* Call vendor For Fire	e Unifor	m pricing
Item #	Description	Your Price	
	Class A		-
20W95 (15-18.5)	Fechheimer Men's Wool L/S Shirt, Navy, Sew Half Moon Patch on Both Sleeves, Add Sgt Chevron when Applicable (See Additional Alteration Pricing Below)	\$111.99	
120W95 (30-46)	Fechheimer Women's Wool L/S Shirt, Navy, Sew Half Moon Patch on Both Sleeves, Add Sgt Chevron when Applicable (See Additional Alteration Pricing Below)	\$111.99	
70R95 (14-18.5)	Fechheimer Men's Wool S/S Shirt, Navy, Sew Half Moon Patch on Both Sleeves, Add Sgt Chevron when Applicable (See Additional Alteration Pricing Below)	\$94.99	
170R95 (30-46)	Fechheimer Women's Wool S/S Shirt, Navy, Sew Half Moon Patch on Both Sleeves, Add Sgt Chevron when Applicable (See Additional Alteration Pricing Below)	\$94.99	
32289 (28-42)	Fechheimer Men's Wool Trouser, Dark Navy, Add 1 1/4" Royal Blue Stripe on both legs	\$137.99	
32289W (02-18)	Fechheimer Women's Wool Trouser, Dark Navy, Add 1 1/4" Royal Blue Stripe on both legs	\$137.99	
32133 (34-50)	Fechheimer Ike Jacket, Navy, Gold Dept Patches on both Sleeves, Gold buttons, Add Sgt Chevron when Applicable (See Additional Alteration Pricing Below)	\$191.99	
48W66 (15-18.5)	Fechheimer Men's Blend L/S Shirt, Navy, Sew Half Moon Patch on Both Sleeves, Add Sgt Chevron when Applicable (See Additional Alteration Pricing Below)	\$71.99	
204W66 (30-46)	Fechheimer Women's Blend L/S Shirt; Navy, Sew Half Moon Patch on Both Sleeves, Add Sgt Chevron when Applicable (See Additional Alteration Pricing	\$71.99	

Police Uniforms

	Below)	
98R66.(S-XL)	Fechheimer Men's Blend S/S Shirt, Navy, Sew Half Moon Patch on Both Sleeves, Add Sgt Chevron when Applicable (See Additional Alteration Pricing Below)	\$65,99
152R66.(30 <u>-4</u> 6).	Fechheimer Women's Blend S/S Shirt, Navy, Sew Half Moon Patch on Both Sleeves, Add Sgt Chevron when Applicable (See Additional Alteration Pricing Below)	\$62.99
32260 (28-42)	Fechheimer Men's Blend Trouser, Dark Navy, Add 1 1/4" Royal Blue Stripe on both legs	\$152.99
32260W (02-18)	Fechheimer Women's Blend Trouser, Dark Navy, Add 1 1/4" Royal Blue Stripe on both legs	\$152.99
	Class B	
72546 (S-3X)	511 Stryke PDU Twill Class A L/S Shirt, Dark Navy, Add Radio/Mic Tab, Add Epaulets, Add Subdued Dept Patch BS, Sew Badge Patch LC, Add Subdued Sgt Chevron when Applicable (See Additional Alteration Pricing Below), Emb Captain Bars on Collar when Applicable (See Additional Pricing Below)	\$86.99
71405 (S-3X)	511 Stryke PDU Twill Class A S/S Shirt, Dark Navy, Add Radio/Mic Tab, Add Epaulets, Add Subdued Dept Patch BS, Sew Badge Patch LC, Add Subdued Sgt Chevron when Applicable (See Additional Alteration Pricing Below), Emb Captain Bars on Collar when Applicable (See Additional Pricing Below)	\$84.99
74551 (30-44)	511 Stryke PDU Class B Pant, Dark Navy	\$75.99
62008 (XS-XL)	511 Women's Stryke PDU Twill Class A L/S Shirt, Dark Navy, Add Radio/Mic Tab, Add Epaulets, Add Subdued Dept Patch BS, Sew Badge Patch LC, Add Subdued Sgt Chevron when Applicable (See Additional Alteration Pricing Below), Emb Captain Bars on Collar when Applicable (See Additional Pricing Below)	\$86.99
61016 (XS-XL)	511 Women's Stryke PDU Twill Class A S/S Shirt, Dark Navy, Add Radio/Mic Tab, Add Epaulets, Add Subdued Dept Patch BS, Sew Badge Patch LC, Add Subdued Sgt Chevron when Applicable (See Additional Alteration Pricing Below), Emb Captain Bars on Collar when Applicable (See Additional Pricing Below)	\$84.99
64402 (2-20)	511 Women's Stryke PDU Class B Pant, Dark Navy	\$75.99
S318Z (S-4XL)	Spiewak Softshell WeatherTech Jacket, Black, Dark Navy, Department Patches on Both Sleeves, Badge Patch on Left Chest	\$111.99
SH3466 (S-XL)	Spiewak Deluxe Duty Systems Jacket, Black; Department Patches on Both Sleeves, Badge Patch on Left Chest	\$186.49
48360 (XS-2XL)	511 5-in-1 Jacket, Black, Add Sgt Chevron when Applicable (See Additional Alteration Pricing Below)	\$226.99
59094	511 POLICE Panel Set for Jacket, Black	\$6.49
	Spiewak Vizguard Short Reversible Duty Rain	
S308VR (S-4XL)	Jacket, Black/HV Yellow	\$125.99

185 (one size)	Blauer Rain Ball Cap, Black	\$19.99
	Additional Alteration Pricing	
Alteration	Black/Navy SGT Chevrons	\$2.00 per Chevron
Alteration	Embroider Capt Bars on Collar	\$3.00
	ARMOR	
HW68-IIIA	Safariland Hardwire 68 Level IIIA Ballistic Panels	\$1,146.99
SX03-IIIA	Safariland SX Level IIIA Ballistic Panels	\$1,093.99
XT03-IIIA	Safariland Xtreme Level IIIA Ballistic Panels	\$866.99
Prism-3	Safariland Prism Stab Proof Panel, Spike Level 3	\$530.99
DN6566	Safariland Oregon City Carrier, Dark Navy	\$245.99
DN6592	Safariland GTAC Carrier, Dark Navy	\$279.99
M2	Safariland Concealable Carrier, Dark Navy	\$117.99
DNIOC 4D	Safariland Uniform Carrier with Pockets, Side	
DN6548	Opening, Dark Navy	\$263.99
	Boots	
21210	Danner Acadia 8" Boot	\$353.99
69210	Danner Acadia 8" Insulated 200g Boot	\$356.99
22600	Danner Acadia 8" Insulated 400g Boot	\$361.99
26630	Danner Striker 4.5" Bolt Boot	\$187.99
26631	Danner Striker 4.5" Bolt Boot	\$179.99
12394	511 6" Side Zip Boot	\$86,99
12405	511 6" Side Zip Boot	\$83.99
12391	511 8" Side Zip Boot	\$93.99
12403	511 8" Side Zip Boot	\$93.99
12392	511 8" Side Zip STORM Boot	
1268951	Under Armour 8" Stellar Tactical Boot	\$120.99
L40723200	Salomon Waterproof Tactical Boot	\$71.99
L40682500	Salomon Quest 4D Forces 2 Tactical Boot	\$219.99
831-6031	Thorogood High Gloss Oxford Shoes	\$203.99
001-000.1	Misc Uniforms	\$64.99
45015	Sam Broome 18" Clip on Tie, Black	#40.40
45045		\$10.49
45054	Sam Broome 20" Clip on Tie, Black	\$10.49
	Sam Broome 22" Clip on Tie, Black	\$10.49
72185 (S-2XL)	511 Rapid Assault Shirt, Multicam	\$67.99
74350 (S-2XL)	511 TDU Pant, Multicam	\$72.99
F5294	Propper Kinetic Men's Pant, Charcoal	\$53.99
101144	Condor S/S Tactical Combat Shirt, Black	\$37.99
101065	Condor L/S Tactical Combat Shirt, Black	\$44.99
71046 (XS-2XL)	511 Taclite PDU S/S Rapid Shirt, Navy, IPD Patch on Left Shoulder, SEU Patch on Right Shoulder	\$58.49
74251 (28-44)	511 Tactical Pant, Tundra.	\$45.49
64358 (0-20)	511 Women's Tactical Pant, Tundra	\$45.49
74273 (28-44)	511 Tactical Taclite Pro Pant, Black, Navy, Charcoal, Khaki	\$46.99
64360 (0-20)	511 Women's Tactical Taclite Pro Pant, Black, Navy, Charcoal, Khaki	\$45.49
74310 (28-44)	511 EMS Pant, Black	\$56.49
64301 (0-20)	511 Women's EMS Pant, Black	\$56.99
74363 (28-44)	511 Taclite EMS Pant, Black	\$56.99
64369 (0-20)	511 Women's Taclite EMS Pant, Black	\$56.99
F5285	Propper EMS Pant, Black	\$50.99
F5286	Propper Women's EMS Pant, Black	\$50.99
71175 (S-2XL)	511 S/S Ripstop Shirt, Black, Navy, Khaki, Green, Embroider Dept Logo	\$47.99

72175 (S-2XL)	511 L/S Ripstop Shirt, Black, Navy, Khaki, Green, Embroider Dept Logo	\$52.99
74003 (XS-2XL)	511 Tactical Ripstop TDU Pant, Black, Navy	\$43.99
72175 (3XL)	511 L/S Ripstop Shirt, Black, Navy, Khaki, Green, Embroider Dept Logo	\$59,99
74326 (30-44)	511 Cargo PDU Pant, Black	\$54.99
64306 (2-20)	511 Women's Cargo PDU Pant, Black	\$54.99
71175 (S-2XL)	511 S/S Taclite Pro Shirt, Black, Embroider Dept Logo	\$47.99
72175 (S-2XL)	511 L/S Taclite Pro Shirt, Black, Embroider Dept Logo	\$52.99
74273 (28-44)	511 Taclite Pro Pant, Storm	\$46.99
CS410 (XS-XL)	Cornerstone S/S Performance Tactical Polo, Black, Charcoal, Navy, Light Grey, Red, Royal, Tan, Tactical Green, Yellow, Embroider Dept Logo	\$29.99
F5357	Propper Women's L/S ICE-Performance Polo, Black, Charcoal, Navy, Grey, Cobalt, Green, Light Blue, Red, Tan, White, Embroider Dept Logo	\$42.49
F5807	Propper Women's Uniform Cotton Polo, Black Grey Navy, White, Embroider Dept Logo	\$28.49
72057 (XS-2XL)	511 L/S Standard Polo, Black, Heather Grey, Navy, Academy Blue, Silver Tan, Green, Red, White, Embroider Dept Logo	\$33.99
F217 (XS-XL)	Port Authority Value Fleece Jacket, Black, Navy, Green, Iron, Royal, Red, Smoke Grey, Insignia Blue, Embroider Dept Logo	\$28.49
L223 (XS-XL)	Port Authority Ladies Microfleece Jacket, Black, Amethyst Purple, Navy, Royal, Peart Grey, Embroider Dept Logo	\$24.79
F218 (XS-XL)	Port Authority 1/4 Zip Fleece Jacket, Black, Gray, Navy, Royal, Embroider Dept Logo	\$26,99
L806 (XS-XL)	Port Authority 1/4 Zip Mesh Pullover, Black, Gray, Navy, Embroider Dept Logo	\$25.99
£807 (XS-XL)	Port Authority Ladies Interlock Cardigan, Blue, Charcoal, Heather Grey, Embroider Dept Logo	\$27.99
	Equipment	
59409 (S-2XL)	511 1.5 Trainer Belt, Black	\$35.49
6582-1-Gld	Boston Leather Traditional 1 1/2 Leather Trouser Belt with Gold Buckle	\$19.99
7926	Bianchi Accumold Elite Stinger Holder	\$14.99
7406-15634	Bianchi Belt Keepers	\$12.79
7970 (26-48)	Bianchi Buckleless Trouser Belt	\$62.99
7317-18772	Bianchi DOUBLE Cuff Case	\$21.79
22391	Bianchi Elite Padded Duty Belt	\$84.99
7311-19656	Bianchi Flashlight Pouch	\$24.15
7409-14416	Bianchi Flashlight Ring	\$9.49
7205-17705	Bianchi Inner Belt	\$20.49
7307-17446	Bianchi Mace Holder / Hidden Snap - 1.8 oz	\$20.49
7307-17445	Bianchi Mace Holder / Hidden Snap - 3 oz	\$20.49
7225-22407	Bianchi Outer Duty Belt	\$58.99
18521-19114	Bianchi Radio Holder w/ Swivel Attachment	\$17.49
7300-17390	Bianchi SINGLE Cuff Case	\$24.99
44H001	Blackhawk Ergonomic Duty Belt Harness	\$80.99
1105 - PR24NX	Monadnock 24" PR-24 NX Positive Lock Expandable	\$177.49
8210-3-2	Monadnock Flex Cuff Double Restraint / Pack of 10	\$14.99
3010	Monadnock PR-24 Swivel Holder 1.25"	\$37.99

52CFT10-G	Sabre 1.8 oz Crossfire Gel	\$13.25
52CFT30-G	Sabre 3 oz Crossfire Gel	\$14.99
SD-1G	Sabre Cleanse and Soothe 1 gal	\$330.99
62-4-4HS	Safariland Belt Keepers Set of 4 w/ Hidden Snaps	\$21.99
090-18/090H- 18/090-1-18	Safariland Model 090 Open Top Handcuff Case	\$26,99
290-4HS	Safariland DOUBLE Cuff Case w/ Hidden Snap	\$41.49
306-xx-4	Safariland Open Top Flashlight Holder, Basketweave	\$26.99
33-4V	Safariland Glove Pouch	\$19.39
38-4-4HS	Safariland SHORT Mace Holder w/ Hidden Snap for 1.8 oz	\$30.49
38-4HS	Safariland TALL Mace Holder w/ Hidden Snap for 3oz	\$30.49
568BL-1-21	Safariland RIGHT Injected Molded Paddle 3-Hole Pattern	\$13.25
568BL-1-22	Safariland LEFT Injected Molded Paddle 3-Hole Pattern	\$13,25
573-419-132	Safariland Paddleback Handcuff and Magazine Holder	\$37.49
7360-8325- (411/412)	Safariland 7TS™ ALS®/SLS™ MID-RIDE DUTY HOLSTER, Plain Black, (Right Handed/Left Handed)	\$145.99
7360-8325- (481/482)	Safariland 7TS™ ALS®/SLS™ MID-RIDE DUTY HOLSTER, Basketweave, (Right Handed/Left Handed)	\$145.99
775-83-48	Safariland Triple Mag Pouch	\$24,99
77-83-4HS	Safariland Double Mag Pouch	\$41.99
78-83-4	Safariland Double Mag Pouch	\$38.25
87-xx-8B (22-46)	Safariland Sam Brown Duty Belt, Basketweave, Brass Buckle	\$65.99
90-4HS	Safariland SINGLE Cuff Case w/ Hidden Snap	\$35.49
99-xx-4 (2XL)	Safariland Duty Under Belt / Garrison Belt - Velcro	\$40.99
99-xx-4 (XS-XL)	Safariland Duty Under Belt / Garrison Belt - Velcro	\$38.99
12205	Saunders Citation Holder	\$32,99
56225	Scarab Tri-Fold Cutter for Flex Cuffs	\$30.49
350103	Smith & Wesson Handcuff Model 100 / Chain Linked	\$27.49
S912P (XS-2XL)	Spiewak Traffic Vest with POLICE Lettering	\$37.99
88080	Streamlight PROTAC HL 5-X Rechargeable Flashlight 9.5"	\$122.99
22511	Streamlight Traffic Wand for Streamlight	\$6.55
71200	Strong Leather OVAL Leather Badge Holder / Snap Closure, Clip on	\$5.99
71400	Strong Leather Dress Recessed Badge & ID Holder with Chain, Cut Out Code 023	\$12.99
	STANDARD OVERSIZE CHARGES MAY APPLY	

Appendix B: Vendor Discount

Commercial Name	Website URLs	Products	Discount Range
511	https://www.511tactical.com/	Gear, Tactical, Footwear, Uniforms, etc	15-28%
Ameriglo	https://ameriglo.com/	Gun Sites	15-23%
FORENSICS SOURCE	https://forensicssource.com/	Forensics	5.00%

ASSEMBLED PRODUCTS CORP	https://www.assembledproducts.com/	Batons, Handuffs, Flashlights	5.00%
Avon Protection Systems Inc.	https://www.avon-protection.com/	Gas Maks, SCBA's, Papr's Riot & CBRN Filters	10-22%
BATES-	https://www.batesfootwear.com/US/en/home	Footwear	20-30%
BAYLY HATS	https://baylyhats.com/	Dress-Caps-	5-10%
BEAR-AIDE INC	http://bear-aide.com/	Traffic Aide	5.00%
BENCHMADE KNIFE COMPANY	https://www.benchmade.com/	Knives	12-25%
BIANCHI INTERNATIONAL	https://safariland.com/pages/bianchi	Duty Gear	15-25%
BLACKHAWK	https://blackhawk.com/	Tactical and Duty Gear	12-20%
BLACKINTON	https://www.blackinton.com/	Badges, Insignia, etc.	10-20%
BLACK FIRE FORGE	https://blackfireforgeusa.com/	Rifles	4-6%
BLAUER MFG COMPANY, INC.	https://www.blauer.com/	Uniforms	6-35%
BOSTON LEATHER	https://www.bostonleather.com/	Leather Duty Gear Products	5.00%
BRODER BROTHERS	https://www.alphabroder.com/	Assorted Apparrel	15-25%
Bulldog Cases & Vaults	https://www.bulldogcases.com/	Cases and Vaults	10-30%
BUSHNELL	https://www.bushnell.com/	Binoculars	5.00%
CALIBRE PRESS INC.	https://www.calibrepress.com/	Books	5.00%
Code Red Headsets	https://www.coderedheadsets.com/	Patrol Headsets & Comms	3-5%
COMPETITION CHEMICALS	http://www.competitionchemicals.com/	Metal Polish	5.00%
CONCEPT SEATING	https://www.conceptseating.com/	Vehicle Equipment	5.00%
CONDOR TACTICAL	https://condoroutdoor.com/	Tactical Apparel and Gear	10-35%
DANNER, INC	https://www.danner.com/	Footwear	5-20%
DEFENSE TECHNOLOGY	https://www.defense-technology.com/	Less Lethal Products	2.00%
DICKIES INDUSTRIAL WEAR	https://www.dickies.com/mens-clothing/	Industrial Uniforms	5-10%
DMA INC.	https://dma-inc.net/	Stunguns & Personal Protection	10-15%
DON: HUME LEATHERGOODS	https://www.donhume.com/	Leather Duty Gear Products	15-25%
DUNBROOKE	https://www.dunbrooke.com/	Assorted Apparrel	5-10%
DUTYMAN POLICE EQUIPMENT	http://dutymanstore;com/	Duty Gear	5.00%

EDGE TACTICAL EYEWEAR	https://tactical.edgeeyewear.com/	Eyewear	15-18%
EDWARDS GARMENT COMPANY	https://www.edwardsgarment.com/	Uniforms	15-25%
EES-COPLITE	NA-	Vehicle Equipment	5.00%
ELBECO	https://www.elbeco.com/	Uniforms	20-25%
Elite First Aid Inc	https://elitefirstaidinc.com/	First Aid items and kits	5-10%
EOTech	https://www.eotechinc.com/	Tactical Optics	5-10%
FECHHEIMER	http://www.fechheimer.com/	Uniforms	30-40%
FEDERAL SIGNAL CORP	https://www.federalsignal.com/	Vehicle Equipment	5-20%
FOBUS USA	https://fobusholster.com/	Duty Gear	5.00%
GAME SPORTSWEAR	https://www.gamesportswear.com/CGI- BIN/LANSAWEB?PROCFUN+WEBC+WEBCLGZ+A01+ENG	Assorted Apparref	10.00%
GA-REL MANUFACTURING CO	http://www.garel.com/	Uniform Accessories	5,00%
GARRETT METAL DETECTORS	https://garrett.com/welcome	Metal Detectors	18-22%
GIBSON & BARNES	http://www.gibson-barnes.com/	Flight Suits	5.00%
Glendale Parade Store	https://glendale.com/	Military Style Dress Uniform Items	5.00%
Glock	www.glack.com	Handguns	Blue Label
GOULD & GOODRICH	https://gouldusa.com/	Duty Gear	10-18%
HATCH GLOVES	https://safariland.com/collections/hatch	Gloves, Riot Gear, Assorted Gear	25-30%
HATTRAP INC	http://www.hattrap.com/	Dress Cap Holders	5.00%
Haix	https://www.haixusa.com/	Footwear	8-18%
HERO'S PRIDE	http://www.herospride.com/	Patches, Collar Brass, Insignia	10-50%
High Speed Gear	https://www.highspeedgear.com/	Pouches, Gear Holders, Holsters, Vests	10-17%
Holosun Technologies Inc.	https://holosun.com/	Firearm Sites	15-25%
HORACE SMALL	https://www.horacesmall.com/	Uniforms	5:00%
HUMANE RESTRAINT	https://www.humanerestraint.com/	Restraints	5.00%
INTERSTATE BATTERY	https://www.interstatebatteries.com/	Batteries	5.00%
I SPIEWAK & SONS, INC."	https://www.spiewak.com/	Uniforms & Outerwear	30-50%
JEFFERIES	https://www.jefferiessocks.com/	Socks	5.00%
KEYSTONE UNIFORM CAPS	https://www.keystoneuniformcap.com/	Dress Caps	8-16%
Kingform Cap Company	https://www.kingformcap.com/	Dress Caps	5.00%

KLENCH	NA	Uniform Insignia & Decorations	5.00%
Kroll International, LLC	https://www.krollcorp.com/	Assorted Public Safety Apparel and Gear	5.00%
L3	https://www.l3harris.com/	Night Vision Devices	3-5%
L3	https://www.l3harris.com/	Laser Aiming Devices	3-5%
L3	https://www.l3harris.com/	Thermal Devices	3-5%
LANDAU UNIFORMS INC	https://www.landau.com/	Scrubs, Labcoats, and other Uniforms	10-20%
LAW ENFORCEMENT SUPPLY	http://www.porta-clip.com/	Law Enforcement Gear	5.00%
Lee Reed	https://leereedinc.espwebsite.com/	Custom Engraved Items	5.00%
LIBERTY UNIFORM MFG CO	https://www.libertyuniform.com/	Uniforms	5.00%
LION APPAREL	https://www.lionprotects.com/	Uniforms	5.00%
Mantis	https://mantisx.com/	Firearms Training Systems	10-35%
MARK PRO GEAR	https://www.markprogear.com/products	Force on Force Gear	6.00%
Marlow White	https://www.marlowwhite.com/	Dress Uniforms	5.00%
MJ SOFFE	https://www.soffe.com/	Assorted Apparrel	15.00%
MOCEAN	http://www.moceanla.com/	Uniforms	5.00%
MONADNOCK	https://safariland.com/	Batons, Handuffs, and other Less Lethal Items	3-7%
NEESE INDUSTRIES, INC:	https://neeseind.com/	Outerwear and Apparel	5.00%
NIK PUBLIC SAFETY	https://forensicssource.com/	Testing and Evidence Collection	5.00%
North American Rescue	https://www.narescue.com/	First Aid items and kits	5-20%
OAKLEY	https://www.oakley.com/en-us	Glasses, Bags, Apparel, and more	15-25%
OTTO CAP	https://ottocap.com/	Hats & Caps	22-26%
PAULSON MANUFACTURING CORP	https://www.pau/sonmfg.com/	Riot Shields, Face-Shields, Goggles, and more	5-10%
PEERLESS HANDCUFF COMPANY	https://www.peerless.net/	Handcuffs & Restraints	20-30%

Penn Emblem Company	http://pennemblem.com/	Emblems	5.00%
Perfect Fit	https://www.perfectfitusa.com/	Duty Gear, Wallets, Badge Holders	5.00%
PERSONAL SAFETY OUTLET	NA	Personal Safety	5.00%
POLYCONCEPT NORTH: AMERICA	https://www.pcna.com/en-us	Imprintable Gear & Apparel	10-20%
Porta Clip	https://www.porta-clip.com/	Radio Clips	5.00%
PREMIER CROWN CORP	NA	Helmets and Riot Gear	5.00%
PREMIER EMBLEM	http://www.premier-emblem.com/	Emblems, Insignia, & More-	20-25%
PRO-GARD INDUSTRIES	https://www.pro-gard.com/	Vehicle Equipment	5.00%
PROLOCK	https://www.pro-lok.com/	Lock Pics, Pic Sets, and more	5.00%
PROPPER INTERNATL SALES	https://www.propper.com/	Uniforms	10-28%
QUIQLITE	https://www.quiqfite.com/	Lighting Equipment	10,00%
Redback Boots USA	https://www.redbackboots.com/	Boots	5-12%
REDKAP	https://www.sanmar.com/	Industrial Uniforms	5-12%
REFLECTIVE APPAREL	https://www.reflectiveapparef.com/	Reflective Uniforms & Outerwear	8-10%
RICHARDSON	https://richardsonsports.com/	Hats & Caps	10-20%
Rocky Brands Wholesale, LLC	https://www.rockybrands.com/	Footwear	8-15%
ROLATAPE CORP	http://www.rolatape:com/us/en/home/measuring-wheels:html	Measuring Wheels and more	5.00%
ROTHCO	https://www.rothco.com/	Assorted Apparrel	10-15%
RSR Group:	https://www.rsrgroup.com/	Firearms, Accessories, etc.	5.00%
RUSSELL BRANDS, LLC	http://www.russell-brands.com/pages/contactUs.html	Assorted Apparrel	12-20%
SAFARILAND/PROTECH ARMOR	https://safariland.com/pages/protech-armor-systems	Body Armor	28-42%
SAFARILAND Duty Gear	https://safariland.com/pages/safariland-duty-gear	Dut <u>y</u> Gear	18-26%
Salomon	https://www.safomon.com/	Footwear	15-20%
SAMUEL BROOME UNIFORM ACC	http://www.broomeaccessories.com/	Ties, Dress Uniform Items, and more	5.00%
SANMAR	https://www.sanmar.com/	Assorted Apparrel & Gear	8-25%
SAUNDERS MANUFACTURING	https://saunders-usa.com/	Clipboards, Holders, etc.	5,00%

SECURITY EQUIPMENT CORP	https://www.sabrered.com/	Personal Safety	5.00%
SETINA MFG, CO INC.	https://setina.com/	Vehicle Equipment	5.00%
SIGNAL VEHICLE PRODUCTS	https://www.vehiclesafetysupply.com/signal-vehicle-products- c-1: 14:html	Vehicle Equipment	5,00%
SMITH & WARREN	https://www.smithwarren.com/home	Badges, Awards, Insignia, etc.	17-23%
Sound Off Signal	https://soundoffsignal.com/	Vehicle Equipment	5.00%
S&S Activewear	https://www.ssactivewear.com/	Assorted Apparrel	10-25%
STALLION LEATHER	https://www.stallionleather.com/	Duty Gear	5.00%
STRATTON HATS, INC	https://strattonhats.com/	Duty Hats & Caps	5.00%
STREAMLIGHT, INC	https://www.streamlight.com/	Flashlights, Accessories, Batteries, etc.	28-40%
STRONG GROUP INC	https://www.strong-group.com/	Wallets and Duty Gear	10.00%
SUREFIRE	https://www.surefire.com/	Flashlights, Accessories, Batteries, etc.	3-20%
TACTICAL COMMAND INDUSTRIES	https://safariland.com/pages/safariland-communications	Communication Gear	3-20%
TEX SHOEMAKER & SONS	NA	Duty Gear	5.00%
THE GUN SHOP	https://idahofalls.mtodingc.com/	Force on Force Gear & Ammunition	5,00%
THORLO	https://thorlo.com/	Socks	5.00%
THOROGOOD	https://www.thorogoodusa.com/	Footwear	18-25%
TINGLEY	https://www.tingleyrubber.com/	Uniforms & Outerwear	5-10%
Title Boxing Club	https://titleboxingclub.com/	Training Equipment	5-8%
TOPPS	https://www.topps.com/	Uniforms	5.00%
Traffic Control Services	https://www.tcs-ks.com/	Traffic Control Items	5.00%
TRAFFIC INSTITUTE	https://trafficinstitute.com/	Traffic Aide	5.00%
Trijicon, Inc.	https://www.trijicon.com/	Sites, Red Dots, Scopes, & more	5-20%
TRI-MOUNTAIN	https://www.trimountain.com/	Assorted Apparel	12-18%
Truck Vault	https://truckvault.com/	Vehicle Equipment	3-6%
UNCLE MIKE'S	https://unclemikes.com/	Duty Gear	5.00%
UNDER ARMOUR	https://www.underarmour.com/en-us/	Footwear & Apparrel	15-20%
Veridian	https://www.veridian.net/	Fire Protective Gear	22-27%

Vertx	https://vertx.com/	Tactical Apparel and Gear	22-28%
VIKTOS.	https://www.viktos.com/	Uniforms & Footwear	5.00%
VISUAL IMAGE SYSTEM	https://www.visco.graphics/	Decals and more	5.00%
Vortex Optics	https://vortexoptics.com/	Sites, Red Dots, Scopes, & more	15-40%
W. ALBOUM HAT CO, INC	https://www.walboumhatco.com/	Uniform Hats & Caps	5-10%
Wichita Gun Club	Wichita Gun Club	Firearms	5.00%
WOLF PEAK INTERNATL INC	NA	Eyewear	12.00%
WORKRITE UNIFORM: COMPANY	https://www.bulwark.com/	Uniforms.	5.00%
ZAK TOOL	https://www.zaktool.com/	Cuff Keys & Restraints	5:-10.%.

COOPERATIVE PURCHASING AGREEMENT BETWEEN THE CITY OF LEE'S SUMMIT AND BAYSINGERS

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into between the City of Lee's Summit, a Missouri municipal corporation (the "City"), and Baysingers (the "Vendor"). The City and the Vendor are sometimes referred to individually as the "Party" and collectively as the "Parties".

RECITALS

- A. After a competitive procurement process, City of Independence ("Original Purchaser") entered into contract #2022 dated November 22, 2022 (the "Base Contract"), for the Vendor to provide Fire Uniforms and Equipment. The Base Contract is incorporated herein by reference as though fully set forth, to the extent not inconsistent with this Agreement.
- B. The City is permitted to purchase such products under the Base Contract, at its discretion and with the agreement of the awarded Vendor, and so long as the Base Contract permits its cooperative use by other public entities, including the City.
- C. The City and the Vendor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Base Contract and this Agreement, and (ii) establishing the terms and conditions by which the Vendor may provide the City, Fire Uniforms and Equipment as more particularly set forth in contract (the "Services").

<u>AGREEMENT</u>

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Vendor hereby agree as follows:

- 1. <u>Term of Agreement</u>. This Agreement shall be effective as of the Effective Date set forth below and shall remain in full force and effect until the end of the term of Base Contract, unless terminated as otherwise provided in this Agreement.
 - 2. Scope of Work. Vendor shall provide the products as set forth in the Base Contract.
- 3. <u>Work Authorization/E-verify</u>. Pursuant Section 285.530, RSMo., if this Agreement exceeds five thousand dollars (\$5,000.00), Vendor warrants and affirms to the City that (i) Vendor is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and (ii) Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Vendor shall swear to and sign an affidavit declaring such affirmation, and provide the City with supporting documentation of its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. The required documentation must be from the federal work authorization program provider (e.g. the electronic signature page from

the E-Verify program's Memorandum of Understanding); a letter from Vendor reciting compliance is not sufficient.

- 4. Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in the Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. Vendor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.
- 5. <u>Applicable Law: Venue.</u> This Agreement shall be governed by the laws of the State of Missouri and suit pertaining to this Agreement may be brought and maintained only in courts in Jackson County, Missouri.
- 6. Anti-Discrimination Against Israel Act. If this Agreement has a total potential value of \$100,000 or more and Vendor has 10 or more employees, the following applies. Pursuant to Section 34.600, RSMo and to the fullest extent permitted by law, Vendor certifies that Vendor is not engaged in a boycott of Israel as of the Effective Date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel as defined in Section 34.600, RSMo
- 7. Rights and Privileges. The City shall be afforded all of the rights and privileges afforded to Original Purchaser in the Base Contract that are incorporated herein by reference.
- 8. <u>Indemnification: Insurance</u>. In addition to and in no way limiting the provisions set forth in Section 7 above, the City shall be afforded all of the insurance coverage and indemnifications afforded to Original Purchaser to the extent provided under the Base Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the City under this Agreement including, but not limited to, the Vendor's obligation to provide the indemnification and insurance.

In addition to the insurance requirements set forth in the Base Contract, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement forms CG 20 10 03 97 and CG 20 37 07 04, or their equivalents, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you."

9. <u>Counterparts and Electronic Signatures</u>. This Agreement may be executed in one or more counterparts, and counterparts may be exchanged by electronic transmission (including by email), each of which will be deemed an original, but all of which together constitute one and the same instrument.

City of Lee's Summit Agreement No. 2024-036

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date the City Manager, or the City Manager's designee, executes the Agreement ("Effective Date").

CITY OF LEE'S SUMMIT	Baysingers
Mark Duming	By Elan
Mark Dunning, City Manager	/// 1: 6 111
Date 10/9/23	Prijat Natrale Brian Cord. H
July 11 17 17 1	Title President
ATTEST:	
1 1 2 2 2 2	Date 10 /4/25
Lulic Luly Church	
Trisha Fowler Arcuri, City Clerk / 1805	
APPROVED AS TO FORM:	
any him	
Ed Rucker	8
Chief Counsel of Management and Operations	