

AMENDMENT NO. 1

TO

(LINKING AGREEMENT BETWEEN THE CITY OF GLENDALE, ARIZONA AND QCM TECHNOLOGIES, INC., Contract No. C19-0616)

This Amendment No. 1 (“Amendment”) to the Linking Agreement is made this _____ day of _____, 2023, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and QCM Technologies, Inc., a privately-held, Arizona-based corporation, authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and QCM Technologies, Inc. (“Contractor”) previously entered into a Linking Agreement with Mohave Cooperative to purchase the goods and services described in the QCM Technologies Inc. 18N-QCM-0130 Mohave (“Cooperative Purchasing Agreement”), Contract No. C19-0616, dated January 30, 2019 (“Agreement”); and
- B. On October 2, 2019, the City issued Contract Extension No. 1 which extended the term of the Agreement for a one-year period from January 30, 2020 through January 29, 2021; and
- C. On January 6, 2021, the City issued Contract Extension No. 2 which extended the term of the Agreement for a one-year period from January 30, 2021 through January 29, 2022; and
- D. On January 27, 2022, the City issued Contract Extension No. 3 which extended the term of the Agreement for a one-year period from January 30, 2022 through January 29, 2023; and
- E. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

1. **Recitals.** The recitals set forth above are not merely recitals but form an integral part of this Amendment.
2. **Term.** The Parties hereby agree to extend the term of the Agreement until January 30, 2024, unless otherwise terminated or canceled as provided by the Agreement. All other provisions of the Agreement except as set forth in this Amendment shall remain in their entirety.
3. **Scope of Work.** The Scope of Work remains unchanged.
4. **Compensation.** Any costs incurred and billed between the period of the last extension and the effective date of this Amendment are hereby ratified. The total compensation available under this Agreement is increased by one hundred thousand dollars (\$100,000) and shall not

exceed six hundred thousand dollars (\$600,000) for the entire term of the Agreement (initial term plus any renewals) including any ratified expenditures.

5. **Insurance Certificate.** Current certificate will expire on January 1, 2024 and a new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.
6. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
7. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
8. **Uyghur Forced Labor Prevention Act (UFLPA).** Contractor certifies that it does not currently, and during the term of this Agreement, will not use:
 - (a) the forced labor of ethnic Uyghurs in the People's Republic of China;
 - (b) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
 - (c) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
9. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
10. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona
municipal corporation

Kevin R. Phelps, City Manager

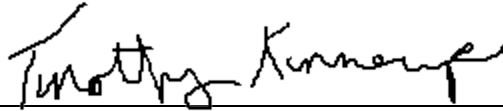
ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

QCM Technologies, Inc.
an Arizona-based corporation



By: Timothy Kinnerup

Its: Senior VP Sales & Operations