

C24-0909

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
TYR TACTICAL, LLC**

This Linking Agreement (“Agreement”) is entered into as of this **24th day of September, 2024**, between the City of Glendale, an Arizona municipal corporation (“City”), and TYR Tactical, LLC, an Arizona Limited Liability Company, authorized to do business in Arizona (“Contractor”), collectively, the “Parties.”

RECITALS

- A. On May 24, 2023, the City of Mesa, a member of the S.A.V.E Cooperative Purchasing Agreement, entered into a contract with Contractor to purchase the goods and services described in City of Mesa Agreement #2023230 (“Cooperative Agreement”), which is attached hereto as **Exhibit A**. The Cooperative Agreement allows its cooperative use by other governmental agencies, including the City.
- B. Section 2-149 of the City’s Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City wishes to contract with Contractor for supplies or services identical to those being provided to other units of government under the Cooperative Agreement. Contractor consents to the City’s cooperative use of the terms and conditions of the Cooperative Agreement, and agrees to provide the supplies and services set forth in the Statement of Work appended hereto as **Exhibit B**.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. **Term of Agreement.**

- A. As provided in the Cooperative Agreement, purchases can be made by governmental entities from the date of award, which was May 24, 2023, until the date the contract terminates on May 23, 2026 , unless the term is extended by mutual agreement of the parties to the Cooperative Agreement. The Cooperative Agreement, however, may not be extended beyond May 23, 2026. The initial period of this Agreement is the period from the Effective Date of this Agreement until May 23, 2026.
- B. The City may extend the term of this Agreement for two one-year periods if the Cooperative Agreement is likewise extended and the City gives the Contractor notice that it is exercising its option to extend this Agreement 30 days prior to the anniversary of the Effective Date. Glendale extensions are not automatic and shall only occur if the City affirmatively exercises its right to extend this Agreement.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as **Exhibit B**.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as **Exhibit C**.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed eighty-five thousand dollars (\$85,000) annually or three hundred-forty thousand dollars (\$340,000) for the entire term of the Agreement (initial term plus any extensions).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. 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.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. 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.

9. 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.

10. 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.
11. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Chief of Police
6835 N. 57th Drive
Glendale, Arizona 85301

and

TYR Tactical, LLC
c/o Daniel Golden
9330 N 91st Ave.
Peoria, AZ 85345

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

“City”

City of Glendale, an Arizona
municipal corporation

By: _____

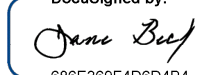
Kevin R. Phelps
City Manager

“Contractor”

TYR Tactical, LLC,
an Arizona Limited Liability Company

By: _____

Name: Jane Beck
Title: Chief Contracting Officer

DocuSigned by:

9/17/2024
686E369F4D6D4B4...

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
TYR TACTICAL, LLC**

**EXHIBIT A
CITY OF MESA COPPERATIVE CONTRACT 2023230**



AGREEMENT PURSUANT TO SOLICITATION

CITY OF MESA AGREEMENT NUMBER 2023230 BALLISTIC VESTS FOR SWAT

CITY OF MESA, Arizona (“City”)

Department Name	City of Mesa – Purchasing Division
Mailing Address	P.O. Box 1466
	Mesa, AZ 85211-1466
Delivery Address	20 East Main St, Suite 450
	Mesa, AZ 85201
Attention	Jess Romney, NIGP-CPP, CPPB Procurement Supervisor
E-Mail	Jess.Romney@MesaAZ.gov
Phone	(480) 644-5798

With a copy to: City of Mesa – Police Department
 Attn: Beth Thuringer
 Management Assistant I
 P.O. Box 1466
 Mesa, AZ 85211-1466
Beth.Thuringer@MesaAZ.gov

AND

TYR TACTICAL, LLC, (“Contractor”)

Mailing Address	9330 N 91 st Ave.
	Peoria, AZ 85345
Remit to Address	
Attention	Jane Beck Chief Contracting Officer
E-Mail	Jane@TyrTactical.com
Phone	(623) 240-1400
Fax	(623) 240-1428

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This Agreement pursuant to Solicitation ("Agreement") is entered into this 24th day of May 2023, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and **Tyr Tactical, LLC**, a(n) Arizona corporation ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

RECITALS

- A. The City issued Solicitation number **2023230** ("Solicitation") for **Ballistic Vests for SWAT**, to which Contractor provided a response ("Response"); and
- B. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the services/materials described in the Solicitation and Response.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

1. **Term**. This Agreement is for a term beginning on **May 24, 2023** and ending on **May 23, 2026**. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.
 - 1.1 **Renewals**. On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of two (2) years. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately before the expiration of the then-current term.
 - 1.2 **Extension for Procurement Processes**. Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a vendor to provide the services/materials provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days before the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately before the expiration of the then-current term.
2. **Scope of Work**. The Contractor will provide the necessary staff, services, and associated resources to provide the City with the services, materials, and obligations attached to this Agreement as **Exhibit A** ("Scope of Work") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.

The Agreement is based on the Solicitation and Response which are hereby incorporated by reference into the Agreement as if written out and included herein. In addition to the requirements specifically set forth in the Scope of Work, the Parties acknowledge and agree that the Contractor shall perform in accordance with all terms, conditions, specifications, and other requirements set forth within the Solicitation and Response unless modified herein.
3. **Orders**. Orders are placed with the Contractor by either a: (i) Purchase Order when for a one-time purchase; (ii) Notice to Proceed, or (iii) Delivery Order off of a Master Agreement for Requirement Contract where multiple as-needed orders will be placed with the Contractor. The City may use the Internet to communicate with Contractor and to place orders as permitted under this Agreement
4. **Document Order of Precedence**. In the event of any inconsistency between the terms of the body of the Agreement, the Exhibits, the Solicitation, and Response, the language of the documents will control in the following order.
 - a. Agreement
 - b. Exhibits

1. Mesa Standard Terms & Conditions
2. Scope of Work
3. Other Exhibits not listed above
- c. Solicitation including any addenda
- d. Contractor Response

5. **Payment.**

5.1 **General.** Subject to the provisions of the Agreement, the City will pay Contractor the sum(s) described in **Exhibit B** ("**Pricing**") in consideration of Contractor's performance of the Scope of Work during the Term.

5.2 **Prices.** All pricing shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement and include all costs of the Contractor providing the materials/service including transportation, insurance, and warranty costs. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

The Contractor further agrees that any reductions in the price of the materials or services covered by this Agreement will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

5.3 **Price Adjustment.** Any requests for reasonable price adjustments must be submitted in accordance with this Section 5.3. Requests for adjustment in the cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustments in providing the services/materials under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

During the sixty (60) day period before annual anniversary date of the Agreement, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve (12) month change in the **Consumer Price Index for All Urban Consumers** (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

5.4 **Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial Term. If the Agreement is renewed in accordance with Section 1, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the parties. The Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the previous section. There is no guarantee the City will accept a price adjustment.

5.5 **Invoices.** Payment will be made to Contractor following the City's receipt of a properly completed invoice. No terms set forth in any invoice, purchase order, or similar document issued by Contractor will be deemed accepted by the City; the terms of the contractual relationship between the Parties are as set forth in this Agreement. Any issues regarding billing or invoicing must be directed to the City Department/Division requesting the service or material from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

- a. Contractor name, address, and contact information;
- b. City billing information;
- c. City contract number as listed on the first page of the Agreement;
- d. Invoice number and date;
- e. Payment terms;
- f. Date of service or delivery;
- g. Description of materials or services provided;
- h. If materials provided, the quantity delivered and pricing of each unit;
- i. Applicable Taxes;
- j. If applicable, mileage or travel costs; and
- k. Total amount due.

5.6 **Payment of Funds.** Contractor acknowledges the City may, at its option and where available use a Credit Card/Procurement Card to make payment for orders under the Agreement with no additional charge/fee. Otherwise, payment will be through a traditional method of a check.

5.7 **Disallowed Costs, Overpayment.** If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for materials/service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance, or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

6. **Insurance.**

6.1 Contractor must obtain and maintain at its expense throughout the term of Contractor's agreement, at a minimum, the types and amounts of insurance set forth in this Section 6 from insurance companies authorized to do business in the State of Arizona; the insurance must cover the materials/service to be provided by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.

6.2 Nothing in this Section 6 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement.

6.3 The City does not warrant the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of performance under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s). Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.

6.4 Each insurance policy required under the Agreement must be in effect at or before the execution of the Agreement and remain in effect for the term of the Agreement.

6.5 Before the execution of the Agreement, Contractor will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.

6.6 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.

- 6.7 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor.
- 6.8 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.
- 6.9 **Types and Amounts of Insurance.** Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:
- 6.9.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.
 - 6.9.2 The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence/\$2 million aggregate Commercial General Liability insurance, including Products and Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials, or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.
 - 6.9.3 Automobile liability, bodily injury, and property damage with a limit of \$1 million per occurrence including owned, hired, and non-owned autos.
7. **Requirements Contract.** Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders or a notice to proceed within a reasonable period of time of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. The City will not reimburse Contractor for any avoidable costs incurred after the receipt of cancellation including, but not limited to, lost profits, shipment of product, or performance of services.
8. **Notices.** All notices to be given pursuant to the Agreement will be delivered to the Contractor as listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth in the Mesa Standard Terms and Conditions that is attached to the Agreement as **Exhibit C**.
9. **Representations of Contractor.** To the best of Contractor's knowledge, Contractor agrees that:
- a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;
 - b. Performance of the services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;
 - c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and
 - d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.
10. **Mesa Standard Terms and Conditions.** **Exhibit C** to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.

11. **Counterparts and Facsimile or Electronic Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.
12. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.
- Exhibits to this Agreement are the following:
- (A) Technical Specifications
 - (B) Pricing
 - (C) Mesa Standard Terms and Conditions
 - (D) Special Terms and Conditions for Federal Funds
13. **Attorneys' Fees.** The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation-related costs and fees from the other Party.
14. **Additional Acts.** The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.
15. **Headings.** The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

By executing below, each Party acknowledges that it understands, approves, and accepts all of the terms of the Agreement and the attached exhibits.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF MESA, ARIZONA

By: _____

Printed Name

Title

Date

Edward Quedens
cn=Edward Quedens, o=City
of Mesa, ou=Business
Services Director / City of
Mesa,
email=ed.quedens@mesaaz.g
ov, c=US
2023.05.24 19:40:37 -07'00'

TYR TACTICAL, LLC

By: _____

Jane Beck
Printed Name

Chief Contracting Officer
Title

05/18/2023
Date

REVIEWED BY:

By: _____

Jess Romney, NIGP-CPP, CPPB
Procurement Supervisor

**EXHIBIT A
SCOPE OF WORK**

1. **TECHNICAL SPECIFICATIONS:**

- A. FLEXIBLE BODY ARMOR: Flexible body armor shall meet the minimum performance requirements of the National Institutes of Justice (NIJ) Standard-0101.06 by submission through the NIJ Voluntary Compliance Testing Program (CTP). All flexible body armor used in the entire body armor system and accessories shall be NIJ Type IIIA.
- B. HARD BODY ARMOR: Rigid or hard armor shall be NIJ Type III plates that comply with minimum performance standards of NIJ 0101.06 OR NIJ Standard 0101.04.
- C. ARMOR CARRIERS: Carriers shall be constructed in durable material that is also lightweight. The carriers shall be an acceptable color and have an integrated system that allows for the attachment of accessories or pouches. MOLLE is just one example. The carriers shall securely hold all ballistic panels inside. The carriers shall allow for the attachment and removal of all accessory ballistics designed to protect the neck, lower abdomen, groin, and shoulders. The carriers and accessories shall be of sound quality and designed to resist pulling apart at critical areas such as the neck or shoulders. Prominent drag or rescue straps shall be attached to the carrier to assist in officer rescues, but the carrier shall remain a total intact system during an emergency if the rescue straps are unable to be used. The carriers shall have a means such as an internal or external pocket on the front and back designed to hold the rigid plates provided by the manufacturer. The carrier shall allow for the removal of all ballistics flexible and rigid and be machine or hand washable.
- D. POUCHES: Each vest supplied shall have an allotment designated for the purchase of pouches/accessories provided. Acceptable pouches include but are not limited to separate pouches for a radio, three (3) thirty (30) round M4 magazines, two (2) magazine pistol pouch, gas mask, LSDD two (small size), utility of various sizes, medic pouch, tourniquet, night vision, breaching tool holders and lower abdomen pouches. Acceptable accessories include but are not limited to ballistic collar, throat protector, ballistic shoulders, ballistic biceps, armored cummerbunds, front wing pouches, and rear pouch panels or backpacks. Integrated M4 pouches are acceptable but do not count toward the allotment designated for purchase of pouches and accessories. All pouches shall fit together on the vest.

2. **INITIAL PURCHASE AND DELIVERY TIMEFRAME:** It is the MPD's intention to purchase eleven (11) vests. Eight (8) of the vests will be purchased using Police Department General Funds. Three (3) of the vests will be purchased using Homeland Grant funds.

The vests must be delivered, and the invoice must be received by December 31, 2023.

Delivery shall be made to the location contained herein Monday through Thursday 7:30 am – 4:30 pm.

Ship to: City of Mesa
Mesa Police Department
130 N. Robson
Mesa, AZ 85201

EXHIBIT B PRICING

SOLICITATION #2023230 BALLISTIC VESTS FOR SWAT

4.0 Pricing and Compensation Forms

4.1 TYR Tactical Financial Proposal for Ballistic Vests for SWAT

Please find pricing list below, listing three Carrier options, as requested. Each Carrier Kit comes compatible with Ballistic accessories shown within images 13-14.

PRICING

Pursuant to all the contract specifications enumerated and described in this Solicitation, Respondent agrees to furnish **Ballistic Vest for SWAT** to the City of Mesa at the price(s) stated below.

Vendors are encouraged to provide multiple makes and models of vests that comply with the specification. If multiple vests are offered please list in order of highest performing to lowest. Please also indicate if there is different pricing for different sizes. (i.e. Large, Medium, Small, etc.) Add additional lines as needed.

Item No.	Description	Part Number	Unit Price	Quantity	Total Price
1	Heavy Duty Body Armor, per specifications	Per Addendum #1 See attached Quotes	\$ -	1	\$ -
2	Additional Options		\$ -	1	\$ -
3	Additional Options		\$ -	1	\$ -
4	Additional Options		\$ -		\$ -
5	Additional Options		\$ -		\$ -
(Add additional lines if needed)			Total Bid		\$ -

6	Discount off MSRP for items and accessories not listed above.	15%
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The City will add any applicable sales tax or use tax. Sales/Use taxes should not be included in the bid prices. Vendors who will be charging a Mesa Transaction Privilege Tax (TPT) will have a 2.00% removed from the taxable item(s) for the purpose of award evaluation (1.25).

DELIVERY: See Mesa Standard Terms and Conditions.

Vendor Name TYR Tactical, LLC

Date: 04/24/2023

RFP #
2023230



[illegible]

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WWW.PHARMACEUTICAL.COM

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Account Executive

QUOTE PAGE:

1000

WEEKLY SUBSCRIPTIONS

PROCEEDING SUBJECT TO CHANGE AFTER CONFIRMATION OF THE

[illegible]

County of Orange
 Department of Public Works
 1000 N. Orange Ave.
 Orange, CA 92667

Product Name		Material	Color	Size	Weight	Dimensions	Price	Lead Time	Notes
Product A	Product B	Material C	Color D	Size E	Weight F	Dimensions G	Price H	Lead Time I	Notes J
Product C	Product D	Material E	Color F	Size G	Weight H	Dimensions I	Price J	Lead Time K	Notes L
Product E	Product F	Material G	Color H	Size I	Weight J	Dimensions K	Price L	Lead Time M	Notes N
Product G	Product H	Material I	Color J	Size K	Weight L	Dimensions M	Price N	Lead Time O	Notes P
Product I	Product J	Material K	Color L	Size M	Weight N	Dimensions O	Price P	Lead Time Q	Notes R
Product K	Product L	Material M	Color N	Size O	Weight P	Dimensions Q	Price R	Lead Time S	Notes T
Product M	Product N	Material O	Color P	Size Q	Weight R	Dimensions S	Price T	Lead Time U	Notes V
Product O	Product P	Material Q	Color R	Size S	Weight T	Dimensions U	Price V	Lead Time W	Notes X
Product Q	Product R	Material S	Color T	Size U	Weight V	Dimensions W	Price X	Lead Time Y	Notes Z
Product S	Product T	Material U	Color V	Size W	Weight X	Dimensions Y	Price Z	Lead Time AA	Notes AB
Product U	Product V	Material W	Color X	Size Y	Weight Z	Dimensions AA	Price AB	Lead Time AC	Notes AD
Product W	Product X	Material Y	Color Z	Size AA	Weight AB	Dimensions AC	Price CD	Lead Time AE	Notes AF
Product Y	Product Z	Material AA	Color AB	Size AC	Weight CD	Dimensions AD	Price EF	Lead Time AG	Notes AH
Product AA	Product AB	Material AC	Color CD	Size AD	Weight EF	Dimensions AE	Price GH	Lead Time AI	Notes AJ
Product AC	Product AD	Material AD	Color EF	Size AE	Weight GH	Dimensions AF	Price IJ	Lead Time AK	Notes AL
Product AD	Product AE	Material AE	Color GH	Size AF	Weight IJ	Dimensions AG	Price KL	Lead Time AM	Notes AN
Product AE	Product AF	Material AF	Color IJ	Size AG	Weight KL	Dimensions AH	Price MN	Lead Time AO	Notes AP
Product AF	Product AG	Material AG	Color KL	Size AH	Weight MN	Dimensions AI	Price OP	Lead Time AQ	Notes AR
Product AG	Product AH	Material AH	Color MN	Size AI	Weight OP	Dimensions AJ	Price QR	Lead Time AS	Notes AT
Product AH	Product AI	Material AI	Color OP	Size AJ	Weight QR	Dimensions AK	Price RS	Lead Time AU	Notes AV
Product AI	Product AJ	Material AJ	Color QR	Size AK	Weight RS	Dimensions AL	Price TU	Lead Time AV	Notes AX
Product AJ	Product AK	Material AK	Color RS	Size AL	Weight TU	Dimensions AM	Price VW	Lead Time AW	Notes AY
Product AK	Product AL	Material AL	Color TU	Size AM	Weight VW	Dimensions AN	Price XY	Lead Time AX	Notes AZ
Product AL	Product AM	Material AM	Color VW	Size AN	Weight XY	Dimensions AO	Price ZY	Lead Time AY	Notes BA
Product AM	Product AN	Material AN	Color XY	Size AO	Weight ZY	Dimensions AP	Price AB	Lead Time AZ	Notes BB
Product AN	Product AO	Material AO	Color ZY	Size AP	Weight AB	Dimensions AQ	Price BC	Lead Time BA	Notes BC
Product AO	Product AP	Material AP	Color AB	Size AQ	Weight BC	Dimensions AR	Price CD	Lead Time BB	Notes BD
Product AP	Product AQ	Material AQ	Color BC	Size AR	Weight CD	Dimensions AS	Price DE	Lead Time BC	Notes BE
Product AQ	Product AR	Material AR	Color CD	Size AS	Weight DE	Dimensions AT	Price EF	Lead Time BD	Notes BF
Product AR	Product AS	Material AS	Color DE	Size AT	Weight EF	Dimensions AU	Price FG	Lead Time BE	Notes BG
Product AS	Product AT	Material AT	Color EF	Size AU	Weight FG	Dimensions AV	Price GH	Lead Time BF	Notes BH
Product AT	Product AU	Material AU	Color FG	Size AV	Weight GH	Dimensions AW	Price HI	Lead Time BG	Notes BI
Product AU	Product AV	Material AV	Color GH	Size AW	Weight HI	Dimensions AX	Price IJ	Lead Time BH	Notes BJ
Product AV	Product AW	Material AW	Color HI	Size AX	Weight IJ	Dimensions AY	Price JK	Lead Time BI	Notes BK
Product AW	Product AX	Material AX	Color IJ	Size AY	Weight JK	Dimensions AZ	Price LM	Lead Time BJ	Notes BL
Product AX	Product AY	Material AY	Color JK	Size AZ	Weight LM	Dimensions BA	Price NO	Lead Time BK	Notes BM
Product AY	Product AZ	Material AZ	Color LM	Size BA	Weight NO	Dimensions BB	Price OP	Lead Time BL	Notes BN
Product AZ	Product BA	Material BA	Color NO	Size BB	Weight OP	Dimensions BC	Price PQ	Lead Time BL	Notes BO
Product BA	Product BB	Material BB	Color OP	Size BC	Weight PQ	Dimensions BD	Price RS	Lead Time BM	Notes BP
Product BB	Product BC	Material BC	Color PQ	Size BD	Weight RS	Dimensions BE	Price TU	Lead Time BN	Notes BQ
Product BC	Product BD	Material BD	Color RS	Size BE	Weight TU	Dimensions BF	Price VW	Lead Time BO	Notes BR
Product BD	Product BE	Material BE	Color TU	Size BF	Weight VW	Dimensions BG	Price XY	Lead Time BP	Notes BS
Product BE	Product BF	Material BF	Color VW	Size BG	Weight XY	Dimensions BH	Price ZY	Lead Time BQ	Notes BT
Product BF	Product BG	Material BG	Color XY	Size BH	Weight ZY	Dimensions BI	Price AB	Lead Time BR	Notes BU
Product BG	Product BH	Material BH	Color ZY	Size BI	Weight AB	Dimensions BJ	Price CD	Lead Time BS	Notes BV
Product BH	Product BI	Material BI	Color AB	Size BJ	Weight CD	Dimensions BK	Price EF	Lead Time BT	Notes BW
Product BI	Product BJ	Material BJ	Color CD	Size BK	Weight EF	Dimensions BL	Price GH	Lead Time BU	Notes BX
Product BJ	Product BK	Material BK	Color EF	Size BL	Weight GH	Dimensions BM	Price IJ	Lead Time BV	Notes BY
Product BK	Product BL	Material BL	Color GH	Size BM	Weight IJ	Dimensions BN	Price KL	Lead Time BW	Notes BZ
Product BL	Product BM	Material BM	Color IJ	Size BN	Weight KL	Dimensions BO	Price MN	Lead Time BX	Notes CA
Product BM	Product BN	Material BN	Color KL	Size BO	Weight MN	Dimensions BP	Price OP	Lead Time BY	Notes CB
Product BN	Product BO	Material BO	Color MN	Size BP	Weight OP	Dimensions BQ	Price QR	Lead Time BZ	Notes CC
Product BO	Product BP	Material BP	Color OP	Size BQ	Weight QR	Dimensions BR	Price RS	Lead Time CA	Notes CD
Product BP	Product BQ	Material BQ	Color QR	Size					

EXHIBIT C MESA STANDARD TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.
2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.
3. **ASSIGNMENT.** This Agreement may not be assigned, either in whole or in part, without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right, at its option, to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.
4. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
5. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.
6. **NON-EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
7. **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.
8. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.
9. **COMPLIANCE WITH APPLICABLE LAWS.**
 - a. **General.** Contractor must procure all permits/licenses and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve compliance throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.
 - b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution,

dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

- c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.
 - i. As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter collectively the "Contractor Immigration Warranty").
 - ii. A breach of the Contractor Immigration Warranty will constitute a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
 - iii. To ensure Contractor and its subcontractors are complying with the Contractor Immigration Warranty, the City retains the legal right to conduct random verification of the employment records of any Contractor or subcontractor employee who works on this Agreement, including the inspection of the papers of such employees. Contractor agrees to assist the City in regard to any random verification performed.
 - iv. Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274a and 274b of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).
- d. **Nondiscrimination.** Contractor understands and acknowledges that it is the policy of the City of Mesa to promote nondiscrimination. As such, Contractor represents and warrants that it does not discriminate against any person on the basis of race, color, ethnicity, national origin, age, disability, religion, sex, sexual orientation, gender identity, veteran's status, marital status, familial status, or genetic information (collectively, "protected status") in employment, housing, or facilities, establishments, accommodations, services, commodities, or use offered to or enjoyed by the general public. Contractor further represents and warrants that it does not, on the basis of protected status, refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges of employment. In performance of this Agreement, Contractor shall comply with all applicable federal, state, and local laws and executive orders regarding non-discrimination including, but not limited to, the following (as amended): Title VII of the U.S. Civil Rights Act of 1964; Section 504 of the Federal Rehabilitation Act; Age Discrimination Act of 1967; Equal Pay Act of 1963; and Americans with Disabilities Act of 1990.
- e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods or services to the City.
- f. **Israel Boycott Divestments.** In accordance with the requirements of A.R.S. § 35-393.01, by entering into this Agreement, Contractor certifies that it is not currently engaged in, and agrees for the duration of the Agreement to not engage in, a boycott of Israel.
- g. **Forced Ethnic Uyghur Labor Prohibition.** In accordance with the requirements of A.R.S. § 35-394, Contractor certifies that it does not currently, and agrees for the duration of the contract that it will not, use (i) the forced labor of ethnic Uyghurs in the People's Republic of China; (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic

of China; or (iii) 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.

- h. **Termination for Violation of Forced Ethnic Uyghur Labor Prohibition.** If, after providing the certification described in (g), Contractor becomes aware that it is not in compliance with the certification, it shall notify the City within five (5) business days of becoming aware of the noncompliance. Contractor acknowledges that it must remedy the noncompliance and provide written certification of that within 180 days after notifying the City of its noncompliance. If Contractor fails to remedy the noncompliance and provide the written certification within 180 days, the contract shall terminate immediately.

10. **SALES/USE TAX, OTHER TAXES.**

- a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement including, by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees, as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, then Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.
- b. The City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The City is not exempt from state and local sales/use taxes.

11. **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations, whether or not related to the Agreement, due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.

12. **PUBLIC RECORDS.** Contractor acknowledges that the City is a public body, subject to Arizona's public records laws (A.R.S. § 39-121 *et seq.*) and any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.

12.1. If Contractor believes documents related to the Agreement contain trade secrets or other proprietary data, Contractor must have notified the City pursuant to Mesa Procurement Rules Section 2.1 or notified the City with a notification statement specifically identifying the trade secrets or other proprietary data that Contractor believes should remain confidential.

12.2. In the event the City determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, the City, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email or other method that tracks delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court ordered protection by the expiration of said time period, the City may release the information without further notice to Contractor.

13. **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.

14. **BACKGROUND CHECK.** In accordance with the City's current background check policies, the City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement who will have access to the City's information, data, or facilities. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.
15. **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.
16. **DEFAULT.**
 - a. A party will be in default of the Agreement if that party:
 - i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;
 - ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;
 - iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner;
 - iv. Fails to carry out any term, promise, or condition of the Agreement; or
 - v. Is debarred from participating in City procurements and solicitations in accordance with Article 6 of the City's Procurement Rules.
 - c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party will provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default, unless the default is of a nature that it is reasonably anticipated to affect the health, safety or welfare of the public and, in such an event, the non-defaulting party may require a minimum seven (7) days to cure the default from the date of receipt of the notice; the cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement. Failure of the defaulting party to cure the default will entitle the non-defaulting party to the election of remedies specific to the party as set forth in section 17 below.
 - d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event demand is made and no written assurance is given within ten (10) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement entitling the City to terminate the Agreement in accordance with section 17(a) below.
17. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:
 - a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
 - b. The City may purchase the services or materials required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price in the Agreement, the City may recover the excess cost by: (i) requiring immediate reimbursement by the Contractor to the

City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as permitted by law. Costs in this Subsection (b) include any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement including, but not limited to, administrative expenses, attorneys' fees, and costs.

- c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
 - d. Neither party will be liable for incidental, special, or consequential damages.
18. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.
19. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement, in part or in whole, for its sole convenience upon thirty (30) calendar days' written notice. Contractor acknowledges that, as with any termination permitted under this Agreement, in the event of a termination for convenience, Contractor is only entitled to payment in accordance with section 22 (Payment to Contractor Upon Termination); Contractor will not be entitled to any anticipated lost profits had the Agreement been performed to completion.
20. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.
21. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.
22. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement for any reason, Contractor will be entitled only to payments authorized under the Agreement for those services performed or materials provided in accordance with the Agreement up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.
23. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this Agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.
24. **INDEMNIFICATION; LIABILITY.**
- a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify and hold harmless the City, its elected officials, agents, representatives and employees (collectively, including the City, "City Personnel") from and against any and all liabilities, demands, claims, suits, penalties, obligations, losses, damages, causes of action, fines or judgments of any kind, including costs, attorneys', witnesses' and expert witnesses' fees, and expenses incident thereto (all of the foregoing, collectively "Claims") imposed upon or asserted against City Personnel by a third party relating to, arising out of or resulting from, in whole or in part: (i) services and/or materials provided under this Agreement by Contractor or its officers, agents,

or employees (collectively, including Contractor, "Contractor Personnel"): (ii) negligent acts, errors, mistakes or omissions of Contractor Personnel; or (iii) failure of Contractor Personnel to comply with or fulfill the obligations established by this Agreement. Contractor's indemnification, duty to defend and hold harmless City Personnel in this Subsection (a) will apply to all Claims against City Personnel except Claims arising solely from the negligence or intentional acts of City Personnel.

- b. The City assumes no liability for the actions of Contractor Personnel and will not indemnify or hold Contractor Personnel or any third party harmless for Claims relating to, arising out of or resulting from, in whole or in part, this Agreement or use of Contractor Personnel-provided services or materials.

25. **WARRANTY.** Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like, and professional manner. The City's acceptance of services or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If the City reasonably determines any materials or services are of a substandard or unsatisfactory manner, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction.

Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.

26. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property and will, at the City's request and expense, furnish to the City reasonable assistance and cooperation in obtaining recovery, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City.
27. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees: (i) it is not entitled to deliver any specific amount of materials or services, or any materials or services at all, under this Agreement; and (ii) the materials or services will be requested by the City on an as needed basis, at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.
28. **OWNERSHIP.** All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.
29. **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.
30. **PROHIBITED ACTS.** Contractor acknowledges the applicability of A.R.S. § 38-504 which prohibits a person who, within the preceding twelve (12) months, is or was a public officer or employee of the City from representing another person (including Contractor) before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment by a substantial and material exercise of administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such person in the course of his or her official duties at the City.
31. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.
32. **RISK OF LOSS.** Contractor agrees to bear all risk of loss, injury, or destruction of Contractor's goods or equipment incidental to Contractor providing the services and materials under this

Agreement and such loss, injury, or destruction will not release Contractor from any obligation hereunder.

33. **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage or loss to City real or personal property when such property is the responsibility of or in the custody of Contractor or its personnel.
34. **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided, and that the City may use same without suit, trouble or hindrance from Contractor or third parties.
35. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the warranty in section 34, Contractor will without limitation and at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.
36. **CONTRACT ADMINISTRATION.** The contract will be administered by the applicable Purchasing Officer and/or an authorized representative from the using department (collectively "Contractor Administrators"); all questions regarding the Agreement will be referred to the Contract Administrators. If authorized by the Contract Administrators, supplements or amendments may be written to the Agreement for the addition or deletion of services. Payment will be negotiated and determined by the Contract Administrators.
37. **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will, within five (5) calendar days of the unforeseeable circumstance, notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.
38. **COOPERATIVE USE OF CONTRACT.** The City has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

The City currently holds or may enter into Intergovernmental Governmental Agreements (IGA) with numerous governmental entities. These agreements allow the entities, with the approval of Contractor, to purchase their requirements under the terms and conditions of this Agreement.

A contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing board shall adopt policies to exempt a person from the requirements of this subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact with pupils. A school district, its governing board members, its school council members, and its employees are exempt from civil liability for the consequences of adoption and implementation of policies and procedures pursuant to this subsection unless the school district, its governing board members, its school council members, or its employees are guilty of gross negligence or intentional misconduct.

Additionally, Contractor will comply with the governing body's fingerprinting policy of each individual school district and public entity. Contractor, subcontractors, vendors, and their employees will not provide services on school district properties until authorized by the school district.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.

39. **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.
40. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be sent via personal delivery, certified or registered mail with postage prepaid, overnight courier, facsimile, or email. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier, facsimile or email, receipt will be deemed effective two (2) calendar days after the sending thereof.
41. **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit, in law or equity, arising from or incident to this Agreement will be Maricopa County, Arizona.
42. **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.
43. **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated herein.
44. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.
45. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive, and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.
46. **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to A.R.S §§ 1-501 and 1-502, any person who applies to the City for a local public benefit (the definition of which includes a grant, contract, or loan) must demonstrate his or her lawful presence in the United States. As this Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship,

Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes if applicable.

47. **AUTHORITY.** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each is properly authorized and empowered to enter into the Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.
48. **PCI DSS COMPLIANCE.** In the event any Contractor engages in payment card transactions as a part of the services provided to City, Contractor shall comply with the Payment Card Industry Data Security Standards ("PCI DSS") and any amendments or restatements of the PCI DSS during the Term of this Agreement. Contractor accepts responsibility for the security of City's and/or any customer's credit card data in its possession, even if all or a portion of the services to City are subcontracted to third parties.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS FOR FEDERAL FUNDS

1. **DEFAULT.**

1.1. A party will be in default of the Agreement if that party:

- i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;
- ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;
- iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or
- iv. Fails to carry out any term, promise, or condition of the Agreement.

1.2. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and Solicitations in accordance with Article 6 of the City's Procurement Rules.

1.3. **Notice and Opportunity to Cure.** In the event a party is in default then the other party will provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default, unless the default is of a nature that it is reasonably anticipated to affect the health, safety, or welfare of the public and, in such an event, the non-defaulting party may require a minimum seven (7) days to cure the default from the date of receipt of the notice; the cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement. Failure of the defaulting party to cure the default will entitle the non-defaulting party to the election of remedies specific to the party as set forth in section 17 below.

Anticipatory Repudiation. Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event, demand is made and no written assurance is given within ten (10) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement entitling the City to terminate the Agreement in accordance with section 17(a) below.

Agreed ☒ NA ☐ Exception:

2. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:

2.1. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.

2.2. The City may purchase the services or materials required under the Agreement from the open market, complete the required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price in the Agreement, the City may recover the excess cost by: (i) requiring immediate reimbursement by the Contractor to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as permitted by law. Costs in this Subsection (b) include any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement including, but not limited to, administrative expenses, attorneys' fees, and costs.

2.3. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.

2.4. Neither party will be liable for incidental, special, or consequential damages.

Agreed ☒ NA ☐ Exception:

3. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.

Agreed ☒ NA ☐ Exception:

EXHIBIT D

SPECIAL TERMS AND CONDITIONS FOR FEDERAL FUNDS

4. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement, in part or in whole, for its sole convenience upon thirty (30) calendar days written notice. Contractor acknowledges that, as with any termination permitted under this Agreement, in the event of a termination for convenience, Contractor is only entitled to payment in accordance with section 22 (Payment to Contractor Upon Termination); Contractor will not be entitled to any anticipated lost profits had the Agreement been performed to completion.

Agreed ☒ NA ☐ Exception: _____

5. **NONDISCRIMINATION.** Contractor understands and acknowledges that it is the policy of the City of Mesa to promote non-discrimination. As such, Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, national origin, age, disability, religion, sex, sexual orientation, gender identity and expression, veterans' status, marital status, or genetic information, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. In performance under this Agreement, Contractor and Contractor's personnel will comply with applicable provisions of the following laws (as amended): Title VII of the U.S. Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and any other applicable non-discrimination laws and rules.

Agreed ☒ NA ☐ Exception: _____

6. **DAVIS-BACON ACT.** For all prime construction contracts in excess of \$2,000, all transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week.

Agreed ☒ NA ☐ Exception: _____

7. **COPELAND "ANTI-KICKBACK" ACT.**

- 7.1. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- 7.2. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- 7.3. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

Agreed ☒ NA ☐ Exception: _____

8. **CONTRACT WORK AND SAFETY STANDARDS ACT.** Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts in excess of \$100,000 that involve the employment of mechanics or laborers each contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

- 8.1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 8.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in

EXHIBIT D

SPECIAL TERMS AND CONDITIONS FOR FEDERAL FUNDS

violation of the clause set forth in this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this section.

- 8.3. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.
- 8.4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Agreed ☒ NA ☐ Exception: _____

9. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If this Contract is for the performance of experimental, developmental, or research work, including any assignment, substitution of parties, or subcontracts, the City and the Contractor shall comply with the requirements of 37 CFR Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements) and any implementing regulations issued.

Agreed ☒ NA ☐ Exception: _____

10. **CLEAN AIR ACT.** The contractor agrees to:

- 10.1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 10.2. The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the required Federal Agencies.
- 10.3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000.

Agreed ☒ NA ☐ Exception: _____

11. **FEDERAL WATER POLLUTION CONTROL ACT.**

- 11.1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 11.2. The contractor agrees to report each violation to the City and understands and agrees that the City, in turn, report each violation as required to assure notification to the required Federal Agencies.
- 11.3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

Agreed ☒ NA ☐ Exception: _____

12. **DEBARMENT.** If the Respondent has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government or agency, or if any such preclusion from participation from any public procurement activity is currently pending, the Respondent shall include a letter with its Response identifying the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances must be provided by the Respondent, including the details enumerated above. A Response from a Respondent who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected. Failure of a Respondent to disclose a debarment or suspension in accordance with this Section may result in the Response being disqualified for an award of the Solicitation. Debarment status will be verified using the federal System for Award Management (SAM).

EXHIBIT D

SPECIAL TERMS AND CONDITIONS FOR FEDERAL FUNDS

Agreed ☒ NA ☐ Exception: _____

13. **ACCESS TO RECORDS.** Offeror agrees that the City or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Agreed ☒ NA ☐ Exception: _____

14. **RECORDS RETENTION.** When federal funds are expended by the City for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain these records as required for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Agreed ☒ NA ☐ Exception: _____

15. **ENERGY POLICY AND CONSERVATION ACT.** Contractor must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. §6201).

Agreed ☒ NA ☐ Exception: _____

16. **BUY AMERICA.** The Buy America requirements apply to construction contracts and acquisitions for goods or rolling stock valued at more than \$100,000. The Contractor agrees to comply with 49 U.S.C. §5323(j) and its implementing regulations at 49 CFR Part 661, any amendments thereto and any implementing guidance issued by the FTA.

Agreed ☒ NA ☐ Exception: _____

17. **APPLICABILITY TO SUBCONTRACTORS.** Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Agreed ☒ NA ☐ Exception: _____

18. **SOLID WASTE DISPOSAL ACT.** The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$ 10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Agreed ☒ NA ☐ Exception: _____

19. **BYRD ANTI-LOBBYING AMENDMENT.** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered.

- 19.1. No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

- 19.2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative

EXHIBIT D

SPECIAL TERMS AND CONDITIONS FOR FEDERAL FUNDS

agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- 19.3. This certification shall be included in all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Please check the appropriate box:

- ☒ No funds have been used or are planned to be used for lobbying in connection with this contract, or
☐ Attached is Standard Form LLL, "Disclosure of Lobbying Activities," which describes the use (past or planned) of funds for lobbying in connection with this contract.

Agreed ☒ NA ☐ Exception:

Offeror agrees to comply with the requirements in these Terms and Conditions as well as all federal, state, and local laws, rules, regulations, and ordinances, as applicable.

Company Name: TYR Tactical, LLC.

Phone Number: (623) 240-1400 email address: Jane@tyrtactical.com

Printed Name and Title of Authorized Representative: Jane Beck, Chief Contracting Officer

Signature of Authorized Representative:  Date: 04/24/2023

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
TYR TACTICAL, LLC**

**EXHIBIT B
Scope of Work**

TYR Tactical will provide the Glendale Police Emergency Response Unit ballistic vests and equipment and accessories including but not limited to a ballistic shield dolly, carry bags, shield lights, placards, ballistic shields and additional ballistic protective equipment.

Docusign Envelope ID: D4C7AE1C-3072-47DB-91D3-CF75044906E1

TYR-2023-01262DG-GLENDALE PD V6

EXHIBIT B

TYR TACTICAL® LLC 9330 N 91st Ave, Peoria, Arizona 85345 Office: 623-240-1400 Fax: 623-240-1428 info@tyrtactical.com www.tyrtactical.com Account Executive Danny Golden 602-818-4023 Danny@TYRTactical.com										 COO: (Country of Origin)									
QUOTE DATE: Wednesday, August 21, 2024 EXPIRATION DATE: Sunday, October 20, 2024										Quote #: TYR-2023-01262DG-LENDALE PD V6 Customer: Glendale Police Department - SWAT - Jerry McDaniel Email: JMcDaniel@GLENDALEAZ.com Tel: 623.692.4244 Fax:									
# OF DAYS QUOTE IS VALID 60										PRICES ARE SUBJECT TO CHANGE AFTER EXPIRATION DATE.									
Item Number:		Description:				UOM	Color	Size	Qty.	MSRP	\$Quoted Unit Price	\$US Total							
TYR-RBS/BS2-LV3+SMU-ORW-BLK		TYR Tactical® Patented Ballistic Shield Dolly, Level III, SMU, w/ Off-Road Wheels, Black				EA	BLK	OS	1	\$ 5,295.95	\$ 4,501.56	\$ 4,501.56 USA							
TYR-RBS/MT3+SMU-VP-BLK		TYR Tactical® 24"x36" Rapid Response MT3+SMU Ballistic Shield, View Port, Loop Adhsv, Carry Bag, BLK				EA	BLK	24"x36"	1	\$ 8,995.95	\$ 7,196.76	\$ 7,196.76 USA							
TYR-RBS/MT3+SMU-NV-BLK		TYR Tactical® 24"x36" Rapid Response MT3+SMU Ballistic Shield Non View Port, Adhv LP, Carry Bag, BLK				EA	BLK	24"x36"	1	\$ 6,995.95	\$ 5,596.76	\$ 5,596.76 USA							
TYR-RBS/SHIELDLIGHT-BK		TYR Tactical® Shields Lights, Anodized Black				EA	BLK	N/A	1	\$ 595.95	\$ 506.56	\$ 506.56 USA							
TYR-RBS/ARM-013		TYR Tactical® Attachment Arm for Holding CQB Shield on Ballistic Dolly System				EA	BLK	OS	1	\$ 429.95	\$ 365.46	\$ 365.46 USA							
SHIPPING ADDRESS: Customer Pick Up																			
WHEN PLACING YOUR ORDER PLEASE ENSURE THE QUOTE NUMBER, PART NUMBERS AND FULL ORDER DETAILS APPEAR ON THE PURCHASE ORDER(S). NOT DOING SO WILL DELAY ORDER PROCESSING. NOTE THAT LEAD TIMES, PRICING & AVAILABILITY IS SUBJECT TO CHANGE WITHOUT NOTICE TAX ID: 27-2463209 REPS & CERTS ON SAM SMALL BUSINESS CAGE CODE: 67W12 ISO 2009:2015 CERTIFIED UEI DKQ5YENM14Q5 DUTIES AND BANK FEES INCURRED ARE OBLIGATION OF THE CUSTOMER. CUSTOMER IS RESPONSIBLE FOR PAYMENT OF ALL FINAL CHARGES BASED ON TERMS. UPON REQUEST, TYR TACTICAL MAY PROVIDE BERRY AMENDMENT, TAA COMPLIANCE, AND BUY AMERICAN STATUS OF OUR PRODUCTS.												Lead Time: TBD Shipping Method: Customer Pick Up Payment Terms NET30 Subtotal: \$ 18,167.10 Est. Shipping: Sales Tax: \$ 1,471.54 Total: \$ 19,638.64							
Additional Notes: City of Mesa Contract #2023230, W/ Linking agreement																			

CS.S-204.00 Rev.2

Proprietary and Confidential

TYR TACTICAL® LLC

9330 N 91st Ave, Peoria, Arizona 85345 | Office: 623-240-1400 | Fax: 623-240-1428 | info@tyrtactical.com

www.tyrtactical.com

Account Executive

Danny Golden 602-818-4023 Danny@TYRTactical.com

Quote #:

TYR-2023-01263DG-GLENDALE PD V4

QUOTE DATE:

Wednesday, August 21, 2024

EXPIRATION DATE:

Sunday, October 20, 2024

Customer:

Glendale Police Department - SWAT - Jerry McDaniel

Email:

JMcDaniel@GLENDALEAZ.com

Tel:

623.692.4244

Fax:

60

OF DAYS QUOTE IS VALID

PRICES ARE SUBJECT TO CHANGE AFTER EXPIRATION DATE.

Item Number:	Description:	UOM	Color	Size	Qty.	MSRP	Quoted Unit Price	\$US Total	
TYR-M-EPIC-FED-NFA3/10-SIZE-RG	TYR Tactical® Male EPIC™ Federal Outer Carrier, NFA3/10, SIZE, Ranger Green	EA	RG	TBD	14	\$ 1,695.95	\$ 1,356.76	\$ 18,994.64	USA
TYR-MST115-NFA3/10-RG	TYR Tactical® Ballistic Bicep/Deltoid Upper Arm Protection, [Set], NFA3/10, Ranger Green	SET	RG	OS	14	\$ 499.95	\$ 399.96	\$ 5,599.44	USA
TYR-M-ECLRYK1.5-NFA3/10-SIZE-RG	TYR Tactical® Patent Pending, Male Non-Cutaway Ballistic Collar, 1.5", NFA3/10, SIZE, Ranger Green	EA	RG	TBD	14	\$ 399.95	\$ 319.96	\$ 4,479.44	USA
TYR-M-ETHR-NFA3/10-SIZE-RG	TYR Tactical® Male Non-Cutaway Ballistic Throat, NFA3/10, SIZE, Ranger Green	EA	RG	TBD	14	\$ 159.95	\$ 127.96	\$ 1,791.44	USA
TYR-XHA3/7-SIZE	TYR Tactical® Level III+ XHA3/7 I/C Plate, SIZE, Black	EA	BLK	TBD	28	\$ 495.95	\$ 315.00	\$ 8,820.00	USA
TYR-LW109MV-NFA3/10-RG	TYR Tactical® MV Ballistic Lower Abdomen Platform, NFA3/10, Ranger Green	EA	RG	OS	14	\$ 209.95	\$ 167.96	\$ 2,351.44	USA
TYR-LW110MV-NFA3/10-RG	TYR Tactical® MV Groin Protector, NFA3/10, Ranger Green	EA	RG	OS	14	\$ 259.95	\$ 207.96	\$ 2,911.44	USA
TYR-PK	TYR Tactical® Custom Pouch Kit, Glendale PD	EA	RG	OS	14	\$ 255.00	\$ 216.75	\$ 3,034.50	USA
TYR-CIDP-2.5X5.5-POLICE-RG/BLK	TYR Tactical® Custom ID Placard 2.5" X 5.5", "POLICE" Ranger Green w/ Black Font, "POLICE"	EA	RG	2.5x5.5	14	\$ 14.95	\$ 12.71	\$ 177.94	USA
TYR-CIDP-2.5X8.75-POLICE-RG/BK	TYR Tactical® Custom ID Placard 2.5" X 8.75", POLICE, Ranger Green w/Black Font, "POLICE"	EA	RG	2.5x8.75	14	\$ 15.95	\$ 13.56	\$ 189.84	USA
SHIPPING ADDRESS: Customer Pick Up									

WHEN PLACING YOUR ORDER PLEASE ENSURE THE QUOTE NUMBER, PART NUMBERS AND FULL ORDER DETAILS APPEAR ON THE PURCHASE ORDER(S). NOT DOING SO WILL DELAY ORDER PROCESSING.

TAX ID: 27-2463209 | REPS & CERTS ON SAM | SMALL BUSINESS | CAGE CODE: 67W12 | ISO 2009:2015 CERTIFIED | UEI DKQ5YENM14Q5 | DUTIES AND BANK FEES INCURRED ARE OBLIGATION OF THE CUSTOMER. CUSTOMER IS RESPONSIBLE FOR PAYMENT OF ALL FINAL CHARGES BASED ON TERMS. UPON REQUEST, TYR TACTICAL MAY PROVIDE BERRY AMENDMENT, TAA COMPLIANCE, AND BUY AMERICAN STATUS OF OUR PRODUCTS.

Additional Notes: City of Mesa Contract #2023230, W/ Linking agreement

Lead Time:

TBD

Shipping Method:

Customer Pick Up

Payment Terms:

NET30

Subtotal:

\$ 48,350.12

Est. Shipping:

Sales Tax:

\$ 3,916.36

Total:

\$ 52,266.48

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
TYR TACTICAL, LLC**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

The method and amount of compensation is in accordance with section 3 of this Agreement.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Statement of Work must not exceed \$85,000 annually or \$340,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

City shall pay Contractor compensation in accordance with the rates as set forth in the City of Mesa Cooperative Contract No. 2023230.