



Purchase Order

Pinal County Finance Department
Purchasing Division
P.O. Box 1348
Florence, AZ 85132

PO Number

251910

This number must appear on all documents pertaining to this order.

PO Date: 7/2/2024
Page: 1 of 1

Mail Invoice to:	Ship to:	Supplier:
Pinal County Finance Department P.O. Box 1348 Florence, AZ 85132 Or email invoice to: FinanceInvoices@pinal.gov	ATTORNEY - Admin F 971 N JASON LOPEZ CIRCLE FLORENCE AZ 85132	WEST LAW P.O. BOX 6292 CAROL STREAM IL 60197-6292
Buyer: Maegan Queen, Buyer Phone: 520 - 866-6265 Email: maegan.queen@pinal.gov		
Requested Delivery Date: 7/2/2024 Payment Terms: Net 30 Shipping Terms: FOB Destination		

The terms and conditions of the following contract apply to this Purchase Order:

Contract Entity State of Arizona
Contract Number CTR048140
Contract Expiry 12/31/2024

Reference: SBITA CONTRACT

Payment Contact: Katherine Ortega 520.866.6289
Department Contact: Katherine Ortega 520.866.6289
Contract Info: State of Arizona CTR048140

Department Contact: Katherine Ortega 520.866.6289 katherine.ortega@pinal.gov

This is a Blanket Purchase Order. Blanket Purchase Orders are not a commitment and shall not be used as a basis for Supplier's planning. There is no minimum spend guarantee.

For Period: July 1, 2024 - June 30, 2025

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1	LS			BPO FY24/24 Westlaw	\$0.00	\$172,000.00

Total Order : \$172,000.00

NOTE :

Failure to send invoice to above address will result in delay of payment.
Direct all payment questions to Accounts Payable at 520-866-6397.
Direct all other inquiries to the Buyer specified above.

By accepting this Purchase Order the supplier agrees to the terms and conditions located on the [Purchasing Website](#) unless otherwise directed on this PO



Contract Amendment

CTR048140

Amendment #7 (APP Amendment #5)

Arizona Department of
Administration
State Procurement Office
100 N. 15th Avenue, Suite 305
Phoenix, AZ 85007

WEST PUBLISHING CORP

In accordance with the Uniform Terms and Conditions, Section 5.1 Amendments, this Contract is amended as follows:

In accordance with, Special Terms and Conditions, Paragraph 3.2 Contract Extensions, the contract is hereby extended to December 31,2024.

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED

** Please ensure all required Certificate Of Insurance are updated and submitted to the State Procurement Office.*

ACKNOWLEDGEMENT AND AUTHORIZATION

This amendment shall be fully executed upon the electronic approval in the State e-Procurement system by an authorized representative of the Contractor and applied to the contract in the State e-Procurement system by the Procurement Officer or delegate.



Purchase Order

Pinal County Finance Department
Purchasing Division
P.O. Box 1348
Florence, AZ 85132

PO Number

251955

This number must appear on all documents pertaining to this order.

PO Date: 7/2/2024
Page: 1 of 1

Mail Invoice to:	Ship to:	Supplier:
Pinal County Finance Department P.O. Box 1348 Florence, AZ 85132 Or email invoice to: FinancialInvoices@pinal.gov	PUBLIC WORKS- ADMIN OFFICES 85 N. FLORENCE ST 2ND FLOOR FLORENCE AZ 85132	CRM OF AMERICA LLC 1301 DOVE ST #940 NEWPORT BEACH CA 92660
Buyer: Maegan Queen, Buyer Phone: 520 - 866-6265 Email: maegan.queen@pinal.gov		
		Requested Delivery Date: 7/2/2024 Payment Terms: Net 30 Shipping Terms: FOB Destination
Confirming to:		

The terms and conditions of the following contract apply to this Purchase Order:

Contract Entity Maricopa County
Contract Number 22091-RFP
Contract Expiry 12/31/2027

Reference:

Department Contact: Sylvia Mondejar (520) 866-6564 sylvia.mondejar@pinal.gov | Brandon Yeoman brandon.yeoman@pinal.gov

This is a Blanket Purchase Order. Blanket Purchase Orders are not a commitment and shall not be used as a basis for Supplier's planning. There is no minimum spend guarantee.

For Period: July 1, 2024 - June 30, 2025

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1		LS		BPO 24/25 Freight	\$0.00	\$5,000.00
2		LS		BPO 24/25 Waste Tire Removal	\$0.00	\$200,000.00

Total Order : \$205,000.00

NOTE :

Failure to send invoice to above address will result in delay of payment.
Direct all payment questions to Accounts Payable at 520-866-6397.
Direct all other inquiries to the Buyer specified above.

By accepting this Purchase Order the supplier agrees to the terms and conditions located on the [Purchasing Website](#) unless otherwise directed on this PO

SERIAL 220291-RFP WASTE TIRE RECYCLING AND FINAL DISPOSITION

DATE OF LAST REVISION: December 19, 2022 **CONTRACT END DATE: December 31, 2027**

CONTRACT PERIOD THROUGH DECEMBER 31, 2027

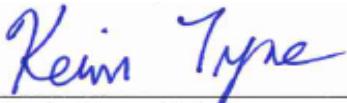
TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **WASTE TIRE RECYCLING AND FINAL DISPOSITION**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **December 07, 2022** (**Eff. 01/01/2023**).

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.



Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

LN/mm
Attach

Copy to: Office of Procurement Services
Blanca Caballero Environmental Services

(Please remove Serial 02081-RFP from your contract notebooks)



CONTRACT WASTE TIRE RECYCLING REMOVAL AND FINAL DISPOSITION 220291-RFP

This contract is entered into this 7th day of December 2022 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and CRM of America, LLC, an Arizona corporation ("Contractor") for the purchase of Waste Tire Recycling and Final Disposition.

1.0 CONTRACT TERM

1.1 This contract is for a term of Five years, beginning on the 1st of January 2023 and ending the 31st of December 2028 **2027**.

2.0 OPTION TO RENEW

The County may, at its option and with the concurrence of the Contractor, renew the term of this contract up to a maximum of Two Five-year terms, (or at the County's sole discretion, extend the contract on a month-to-month basis for a maximum of six months after expiration). The Contractor shall be notified in writing by the Office of Procurement Services of the County's intention to renew the contract term at least 60 calendar days prior to the expiration of the original contract term.

3.0 CONTRACT COMPLETION

In preparation for contract completion, the Contractor shall make all reasonable efforts for an orderly transition of its duties and responsibilities to another provider and/or to the County. This may include, but is not limited to, preparation of a transition plan and cooperation with the County or other providers in the transition. The transition includes the transfer of all records and other data in the possession, custody, or control of the Contractor that are required to be provided to the County either by the terms of this agreement or as a matter of law. The provisions of this clause shall survive the expiration or termination of this agreement.

4.0 PRICE ADJUSTMENTS

Any requests for reasonable price adjustments must be submitted 60 calendar days prior to contract expiration. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey. If County agrees to the adjusted price terms, County shall issue written approval of the change and provide an updated version of the contract. The new change shall not be in effect until the date stipulated on the updated version of the contract.

5.0 PAYMENTS

- 5.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit A – Vendor Information and Pricing Sheet.
- 5.2 Payment shall be made upon the County's receipt of a properly completed invoice.

5.3 INVOICES

5.3.1 The Contractor shall submit one legible copy of their detailed invoice before payment(s) will be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:

- Company name, address, and contact information
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Project name and/or number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Contract item number(s)
- Arrival and completion time
- Description of purchase (product or services)
- Pricing per unit of purchase
- Extended price
- Freight (if applicable)
- Mileage with rate (if applicable)
- Total amount due
- Submit bi-monthly billing (Exhibit 6 Waste Tire Processing Invoice) and tonnage report (Exhibit 7 Tire Recycling Summary Invoice Report) and notarized (Affidavit Form Exhibit 5) by end of month.

5.3.2 Problems regarding billing or invoicing shall be directed to the department as listed on the purchase order.

5.3.3 Payment shall only be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an electronic funds transfer (EFT) process. After contract award, the Contractor shall complete the Vendor Registration Form accessible from the County Department of Finance Vendor Registration Web Site <https://www.maricopa.gov/5169/Vendor-Information>.

5.3.4 EFT payments to the routing and account numbers designated by the Contractor shall include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

5.4 APPLICABLE TAXES

5.4.1 It is the responsibility of the Contractor to determine any and all applicable taxes and include those taxes in their proposal. The legal liability to remit the tax is on the entity conducting business in Arizona. Tax is not a determining factor in contract award.

5.4.2 The County will look at the price or offer submitted and will not deduct, add, or alter pricing based on speculation or application of any taxes, nor will the County provide Contractor any advice or guidance regarding taxes. If you have questions regarding your tax liability, seek advice from a tax professional prior to submitting your bid. You may also find information at <https://www.azdor.gov/Business.aspx>. Once your bid is submitted, the offer is valid for the time specified in this solicitation, regardless of mistake or omission of tax liability. If the County finds overpayment of a project due to tax consideration that was not due, the Contractor will be liable to the County for that amount, and by contracting with the County agrees to remit

any overpayments back to the County for miscalculations on taxes included in a bid price.

5.4.3 Tax Indemnification: Contractor and all subcontractors shall pay all Federal, State, and local taxes applicable to their operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to, hold Maricopa County harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal and/or State and local laws and regulations, and any other costs including: transaction privilege taxes, unemployment compensation insurance, Social Security, and workers' compensation. Contractor may be required to establish, to the satisfaction of County, that any and all fees and taxes due to the City or the State of Arizona for any license or transaction privilege taxes, use taxes, or similar excise taxes are currently paid (except for matters under legal protest).

6.0 AVAILABILITY OF FUNDS

6.1 The provisions of this contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this contract. County shall keep the Contractor fully informed as to the availability of funds.

6.2 If any action is taken by, any State agency, Federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this section, at least 10 days in advance.

7.0 DUTIES

7.1 The Contractor shall perform all duties stated in Exhibit B – Scope of Work, or as otherwise directed in writing by the procurement officer.

8.0 TERMS AND CONDITIONS

8.1 INDEMNIFICATION

8.1.1 To the fullest extent permitted by law, and to the extent that claims, damages, losses, or expenses are not covered and paid by insurance purchased by the contractor, the contractor shall defend, indemnify, and hold harmless the County (as Owner), its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from, the negligent acts, errors, omissions, or mistakes relating to the performance of this contract.

8.1.2 Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment of, or destruction of tangible property, including loss of use resulting therefrom, caused by negligent acts, errors, omissions, or mistakes in the performance of this contract, but only to the extent caused by the negligent acts or omissions of the contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for

whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

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

8.1.4 The scope of this indemnification does not extend to the sole negligence of County.

8.2 INSURANCE

8.2.1 Contractor, at Contractor's own expense, shall purchase and maintain, at a minimum, the herein stipulated insurance from a company or companies duly licensed by the State of Arizona and possessing an AM Best, Inc. category rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

8.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this contract.

8.2.3 In the event that the insurance required is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this contract and either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this contract is completed.

8.2.4 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

8.2.5 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

8.2.6 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

8.2.7 The insurance policies required by this contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials, and employees as additional insureds.

8.2.8 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials, and employees for any claims arising out of Contractor's work or service.

8.2.9 If available, the insurance policies required by this contract may be combined with Commercial Umbrella Insurance policies to meet the minimum limit requirements. If a Commercial Umbrella insurance policy is utilized to meet insurance requirements, the Certificate of Insurance shall indicate which lines the Commercial Umbrella Insurance covers.

8.2.9.1 Commercial General Liability

Commercial General Liability (CGL) insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

8.2.9.2 Workers' Compensation

- 8.2.9.2.1 Workers' compensation insurance to cover obligations imposed by Federal and State statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.
- 8.2.9.2.2 Contractor, its subcontractors, and sub-subcontractors waive all rights against this contract and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and Employer's Liability or Commercial Umbrella Liability insurance obtained by Contractor, its subcontractors, and its sub-subcontractors pursuant to this contract.

8.2.9.3 Errors and Omissions/Professional Liability Insurance

Errors and Omissions (Professional Liability) insurance which will insure and provide coverage for errors or omissions or professional liability of the contractor, with limits of no less than \$2,000,000 for each claim.

8.2.9.4 Certificates of Insurance

- 8.2.9.4.1 Prior to contract award, Contractor shall furnish the County with valid and complete Certificates of Insurance, or formal endorsements as required by the contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this contract are in full force and effect. Such certificates shall identify this contract number and title.
- 8.2.9.4.2 In the event any insurance policy(ies) required by this contract is (are) written on a claims-made basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual certificates of insurance.

8.2.9.4.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County 15 calendar days prior to the expiration date.

8.2.9.5 Cancellation and Expiration Notice

Applicable to all insurance policies required within the insurance requirements of this contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without 30 days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within two business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed, or hand delivered to 160 S. 4th Avenue, Phoenix, AZ 85003, or emailed to the procurement officer noted in the solicitation.

8.3 FORCE MAJEURE

8.3.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this contract, if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes include, but are not limited to, acts of God/nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, and interruption or failure of electricity or telecommunication service, and pandemic.

8.3.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

8.3.3 The party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

8.4 ORDERING AUTHORITY

Any request for purchase shall be accompanied by a valid purchase order issued by a County department or directed by a Certified Agency Procurement Aid (CAPA) with a purchase card for payment.

8.5 PROCUREMENT CARD ORDERING CAPABILITY

County may opt to use a procurement card (Visa or Master Card) to make payment for orders under this contract.

8.6 NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION

This contract does not guarantee any minimum or maximum purchases will be made. Orders will only be placed under this contract when the County identifies a need and proper authorization and documentation have been approved.

8.7 PURCHASE ORDERS

- 8.7.1 County reserves the right to cancel purchase orders within a reasonable period of time after issuance. Should a purchase order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the purchase order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, or for shipment of product prior to issuance of purchase order.
- 8.7.2 Contractor agrees to accept verbal notification of cancellation of purchase orders from the County procurement officer with written notification to follow. Contractor specifically acknowledges to be bound by this cancellation policy.

8.8 BACKGROUND CHECK

Respondents may be required to pass multiple background checks (e.g. Sheriff's Office, County Attorney's Office, Courts, as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to, but is not limited to, the company, subcontractors, and employees, and the failure to pass these checks shall deem the respondent non-responsible.

8.9 SUSPENSION OF WORK

The procurement officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the procurement officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

8.10 STOP WORK ORDER

- 8.10.1 The procurement officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 calendar days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 calendar days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the procurement officer shall either:

- 8.10.1.1 cancel the stop work order; or
- 8.10.1.2 terminate the work covered by the order as provided in the Termination for Default or the Termination for Convenience clause of this contract.
- 8.10.1.3 The procurement officer may make an equitable adjustment in the delivery schedule and/or contract price, and the contract shall be

modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor

8.11 TERMINATION FOR CONVENIENCE

Maricopa County may terminate the resultant contract for convenience by providing 60 calendar days advance notice to the Contractor.

8.12 TERMINATION FOR DEFAULT

8.12.1 The County may, by written Notice of Default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

8.12.1.1 deliver the supplies or to perform the services within the time specified in this contract or any extension;

8.12.1.2 make progress, so as to endanger performance of this contract; or

8.12.1.3 perform any of the other provisions of this contract.

8.12.2 The County's right to terminate this contract under these subparagraphs may be exercised if the Contractor does not cure such failure within 10 business days (or more if authorized in writing by the County) after receipt of a Notice to Cure from the procurement officer specifying the failure.

8.13 PERFORMANCE

It shall be the Contractor's responsibility to meet the proposed performance requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to perform, and any price differential will be charged against the Contractor.

8.14 CONTRACTOR EMPLOYEE MANAGEMENT

8.14.1 Contractor shall endeavor to maintain the personnel proposed in their proposal throughout the performance of this contract.

8.14.2 If Contractor personnel's employment status changes, Contractor shall provide County a list of proposed replacements with equivalent or greater experience.

8.14.3 Under no circumstances shall the implementation schedule to be impacted by a personnel change on the part of the Contractor.

8.14.4 Contractor shall not reassign any key personnel identified in their proposal without the express consent of the County.

8.14.5 County reserves the right to immediately remove from its premises any Contractor personnel it determines to be a risk to County operations.

8.14.6 County reserves the right to request the replacement of any Contractor personnel at any time, for any reason.

8.15 TRAINING

Contractor shall provide training services to completely train three County personnel in the use of scale operations and scale software. All training shall take place on-site in Maricopa County, unless otherwise negotiated with County.

8.16 WARRANTY OF SERVICES

- 8.16.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the contract, including all descriptions, specifications, and attachments made a part of this contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.
- 8.16.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this contract in the manner and to the same extent as services originally furnished hereunder.

8.17 INSPECTION OF SERVICES

- 8.17.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the contract requires.
- 8.17.2 County has the right to audit, inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. County shall perform inspections and tests in a manner that will not unduly delay the work.
- 8.17.3 If any of the services do not conform to contract requirements, County may require the Contractor to perform the services again in conformity with contract requirements, at no cost to the County. When the defects in services cannot be corrected by re-performance, County may:
 - 8.17.3.1 require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
 - 8.17.3.2 reduce the contract price to reflect the reduced value of the services performed.
- 8.17.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, County may:
 - 8.17.4.1 by contract or otherwise, perform the services and charge to the Contractor, through direct billing or through payment reduction, any cost incurred by County that is directly related to the performance of such service; or
 - 8.17.4.2 terminate the contract for default.

8.18 USAGE REPORT

The Contractor shall furnish the County a usage report, upon request, delineating the acquisition activity governed by the contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit of measure.

8.19 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST

Notice is given that, pursuant to A.R.S. § 38-511, the County may cancel any contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County is at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the contract with respect to the subject matter of the contract. Additionally, pursuant to A.R.S. § 38-511, the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

8.20 OFFSET FOR DAMAGES

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

8.21 SUBCONTRACTING

8.21.1 The Contractor may not assign to another Contractor or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the bid serial number and identify the job or project.

8.21.2 The subcontractor's rate for the job shall not exceed that of the prime Contractor's rate, as bid in the pricing section, unless the prime Contractor is willing to absorb any higher rates. The subcontractor's invoice shall be invoiced directly to the prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the subcontractor's invoice must accompany the prime Contractor's invoice.

8.22 AMENDMENTS

All amendments to this contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

8.23 ADDITIONS/DELETIONS OF REQUIREMENTS

The County reserves the right to add and/or delete materials and services to a contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the bid price. If additional materials or services are required from a contract, prices for such additions will be negotiated between the Contractor and the County.

8.24 RIGHTS IN DATA

8.24.1 The County shall have the use of data and reports resulting from a contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a contract and to the performance thereunder.

8.24.2 Data, records, reports, and all other information generated for the County by a third party as the result of a contract are the property of the County and shall be provided in a format designated by the County or shall be and remain accessible to the County into perpetuity.

8.25 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW

8.25.1 In accordance with Section MC1-372 of the Maricopa County Procurement Code, the Contractor agrees to retain (physical or digital copies of) all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this contract for six years after final payment or until after the resolution of any audit questions, which could be more than six years, whichever is longest. The County, Federal or State auditors and any other persons duly authorized by the department shall have full access to and the right to examine, copy, and make use of, any and all said materials.

8.25.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

8.26 AUDIT DISALLOWANCES

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check, or a deduction from current invoices submitted by the Contractor equal to the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

8.27 STRICT COMPLIANCE

Acceptance by County of a performance that is not in strict compliance with the terms of the contract shall not be deemed to be a waiver of strict compliance with respect to all other terms of the contract.

8.28 VALIDITY

The invalidity, in whole or in part, of any provision of this contract shall not void or affect the validity of any other provision of the contract.

8.29 SEVERABILITY

The removal, in whole or in part, of any provision of this contract shall not void or affect the validity of any other provision of this contract.

8.30 RELATIONSHIPS

8.30.1 In the performance of the services described herein, the Contractor shall act solely as an independent Contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

8.30.2 The County reserves the right of final approval on proposed staff. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

8.31 NON-DISCRIMINATION

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09, including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive Order 99-4 and amends Executive Order 75-5 and is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, Contractor shall not discriminate against any employee, client, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability, or national origin. (Arizona Executive Order 2009-09 can be downloaded from the Arizona Memory Project at <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1.>)

8.32 WRITTEN CERTIFICATION PURSUANT to A.R.S. § 35-393.01

If vendor engages in for-profit activity and has 10 or more employees, and if this agreement has a value of \$100,000 or more, vendor certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

8.33 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

8.33.1 The undersigned (authorized official signing on behalf of the Contractor) certifies to the best of his or her knowledge and belief that the Contractor, its current officers, and directors:

8.33.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from being awarded any contract or grant by any United States department or agency or any state, or local jurisdiction;

8.33.1.2 have not within a three-year period preceding this contract:

8.33.1.2.1 been convicted of fraud or any criminal offense in connection with obtaining, attempting to obtain, or as the result of performing a government entity (Federal, State or local) transaction or contract; or

8.33.1.2.2 been convicted of violation of any Federal or State antitrust statutes or conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property regarding a government entity transaction or contract;

8.33.1.3 are not presently indicted or criminally charged by a government entity (Federal, State or local) with commission of any criminal offenses in connection with obtaining, attempting to obtain, or as the result of performing a government entity public (Federal, State or local) transaction or contract;

8.33.1.4 are not presently facing any civil charges from any governmental entity regarding obtaining, attempting to obtain, or from performing any governmental entity contract or other transaction; and

8.33.1.5 have not within a three-year period preceding this contract had any public transaction (Federal, State or local) terminated for cause or default.

8.33.2 If any of the above circumstances described in the paragraph are applicable to the entity submitting a bid for this requirement, include with your bid an explanation of the matter including any final resolution.

8.33.3 The Contractor shall include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors or sub-subcontractors) and in all solicitations for lower tier covered transactions related to this contract. If this clause is applicable to a subcontractor or sub-subcontractor, the Contractor shall include the information required by this clause with their bid.

8.34 VERIFICATION REGARDING COMPLIANCE WITH A.R.S. § 41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS

8.34.1 By entering into the contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using E-Verify) and all other Federal immigration laws and regulations related to the immigration status of its employees and A.R.S. § 23-214(A). The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the procurement officer upon request. These warranties shall remain in effect through the term of the contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the contract and verify employee compliance using the E-Verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at www.uscis.gov.

8.34.2 The County retains the legal right to inspect documents of Contractor and subcontractor employees performing work under this contract to verify compliance with paragraph 18.34.1 of this section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

8.35 CONTRACTOR LICENSE REQUIREMENT

8.35.1 The Contractor shall procure all permits, insurance, and licenses, and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any requirements, by any and all governmental or non-governmental entities as mandated to maintain compliance with and remain in good standing. The Contractor shall keep fully informed of existing and future trade or industry requirements, and Federal, State, and local laws, ordinances, and regulations which in any manner affect the fulfillment of a contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the department of any and all changes concerning permits, insurance, or licenses.

8.35.2 Contract shall be registered with the Arizona registrar of contractors. <https://roc.az.gov/contractor>

8.36 INFLUENCE

- 8.36.1 As prescribed in MC1-1203 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for disbarment or suspension under MC1-902.
- 8.36.2 An attempt to influence includes, but is not limited to:
 - 8.36.2.1 A person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type of valuable contribution or subsidy that is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.
- 8.36.3 If a person attempts to influence any employee or agent of Maricopa County, the chief procurement officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.
- 8.36.4 ABSOLUTELY NO CONTACT BETWEEN THE RESPONDENT AND ANY COUNTY PERSONNEL, OTHER THAN THE OFFICE OF PROCUREMENT SERVICES, IS ALLOWED DURING THE SOLICITATION PROCESS UNLESS THE COMMUNICATION IS IN REGARD TO PRE-EXISTING BUSINESS WITH THE COUNTY. ANY COMMUNICATIONS REGARDING THE SOLICITATION, ITS PARTICIPANTS, OR ANY DOCUMENTATION PRIOR TO THE CONTRACT AWARD MAY BE GROUNDS FOR DISMISSAL OF THE RESPONDENT FROM THE EVALUATION PROCESS.

8.37 CONFIDENTIAL INFORMATION

- 8.37.1 Any information obtained in the course of performing this contract may include information that is proprietary or confidential to the County. This provision establishes the Contractor's obligation regarding such information.
- 8.37.2 The Contractor shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the County or from others in carrying out its functions (services) under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. The Contractor's procedures and controls, at a minimum, must be the same procedures and controls it uses to protect its own proprietary or confidential information. If, at any time during the duration of the contract, the County determines that the procedures and controls in place are not adequate, the Contractor shall institute any new and/or additional measures requested by the County within 15 business days of the written request to do so.
- 8.37.3 Any requests to the Contractor for County proprietary or confidential information shall be referred to the County for review and approval, prior to any dissemination.

8.38 PUBLIC RECORDS

Under Arizona law, all offers submitted and opened are public records and must be retained by the County at the Maricopa County Office of Procurement Services. Offers shall be open to public inspection and copying after contract award and execution, except for such offers or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services. If an offeror believes that information in its offer or any resulting contract should not be released in response to a public record request, under Arizona law, the offeror shall indicate the specific information deemed confidential or

proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The records manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

8.39 INTEGRATION

This contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, expressed, or implied.

8.40 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this contract, the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 *et seq.*

8.41 GOVERNING LAW

This contract shall be governed by the laws of the State of Arizona. Venue for any actions or lawsuits involving this contract will be in Maricopa County Superior Court, Phoenix, Arizona.

8.42 FORCED LABOR

8.42.1 By submitting a bid for this solicitation and/or entering into a contract as a result of this solicitation, contractor agrees to comply with all applicable portions of Arizona Revised Statutes Section 35-394. Contracting; procurement; prohibition; written certification; remedy; termination; exception; definitions.

8.42.2 Contractor certifies that it does not currently, and agrees for the duration of the contract, that it will not use:

8.42.2.1 The forced labor of ethnic Uyghurs in the People's Republic of China.

8.42.2.2 Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

8.42.2.3 Any contractors, subcontractors or suppliers that use the forced labor or any good or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

8.42.3 If contractor becomes aware during the term of the agreement that contractor is not in compliance with this paragraph, the contractor shall notify the County within five business days after becoming aware of the noncompliance. If the contractor fails to provide a written certification to the County that the contractor has remedied the noncompliance within 180 days after notifying the County of its noncompliance, then the agreement terminates, except that if the agreement termination date occurs before the end the 180-day period, the agreement terminates on the agreement termination date.

8.43 PRICES

Contractor warrants that price extended to County under this contract are no higher than those paid by any other customer for these or similar services. Pricing on Exhibit-A will remain in effect for the five years of initial contract period.

8.44 ORDER OF PRECEDENCE

In the event of a conflict in the provisions of this contract and Contractor's license agreement, if applicable, the terms of this contract shall prevail.

8.45 INCORPORATION OF DOCUMENTS

8.45.1 The following are to be attached to and made part of this Contract:

8.45.1.1 Exhibit A – Vendor Information and Pricing Sheet

8.45.1.2 Exhibit B – Scope of Work

8.46 NOTICES

All notices given pursuant to the terms of this contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
8.46.1 301 W Jefferson Street, Suite 700
Phoenix, Arizona 85003

For Contractor:

CRM of America, LLC
11400 E Pecos Rd
Mesa, AZ 85212

8.47 INQUIRIES

8.47.1 Inquiries concerning information herein must be submitted prior to the question deadline date/time posted in the e-procurement platform, Periscope S2G, using the link in the "Q&A" tab.

8.47.2 Administrative telephone/email inquiries shall be addressed to:

LOUIS NICOLOSI, PROCUREMENT OFFICER
TELEPHONE: (602) 506-2761
Louis.nicolosi@maricopa.gov

8.47.3 Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

C-7323-042-X00

SERIAL

IN WITNESS WHEREOF, this contract is executed on the date set forth above.

CONTRACTOR


AUTHORIZED SIGNATUREH. Barry Takallou

PRINTED NAME AND TITLE

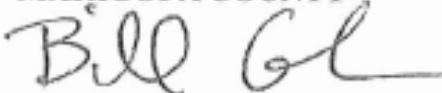
11400 E. Pecos Rd., Mesa, AZ 85212

ADDRESS

11/8/2022

DATE

MARICOPA COUNTY



CHAIRMAN, BOARD OF SUPERVISORS

DEC 07 2022

DATE

ATTESTED:


CLERK OF THE BOARD

DEC 07 2022

DATE

APPROVED AS TO FORM:


DEPUTY COUNTY ATTORNEY

11/23/2022

DATE

EXHIBIT A
Attachment A - Vendor Information

COMPANY NAME:	CRM of America LLC
DOING BUSINESS AS (dba):	CRM
MAILING ADDRESS:	11400 E Pecos Rd, Mesa AZ 85212
REMIT TO ADDRESS:	11400 E Pecos Rd, Mesa AZ 85212
TELEPHONE NUMBER:	949-263-9100
FAX NUMBER:	949-263-9110
WWW ADDRESS:	crmrubber.com
REPRESENTATIVE NAME:	Dawn Helms
REPRESENTATIVE TELEPHONE NUMBER:	480-987-3006
REPRESENTATIVE EMAIL ADDRESS	dhelms@crmrubber.com

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

NET 30 DAYS

1.0 PRICING:		Best and Final
TIRE TYPE	LOCATION	RATE PER TON
Program Passenger Tires	CRM WTCS Mesa AZ	\$73.50
Program Semi-Truck Tires	CRM WTCS Mesa AZ	\$73.50
Program Motorcycle Tire	CRM WTCS Mesa AZ	\$73.50
Non-Program (Off Road) Tires	CRM WTCS Mesa AZ	\$0.00
OTHER SERVICES:(List)	Scale House Operations	<u>INCLUDED IN ABOVE PRICING</u>

EXHIBIT B

SCOPE OF WORK

1.1. Contractor Requirements

- 1.1.1. Contractor shall be appropriately licensed with ADEQ to perform tire collection, recycling and disposal services. Proof of such shall be included in response.
- 1.1.2. Contractor shall operate and maintain waste tire collection site, and waste tire processing facility for processing tires in accordance with all federal, state and local requirements including A.R.S. § 44.1301 et seq.
- 1.1.3. Contractor shall have a minimum of 10 years' experience performing waste tire collection and disposal services.
- 1.1.4. Contractor shall be open for business at a minimum between the hours of 6:00 a.m. and 3:30 p.m. MST, Monday through Saturday, except County recognized holidays.
- 1.1.5. Contractor shall be capable of accepting and processing up to 5000 tons of tires each month.
 - 1.1.5.1. Contractor must be capable of accommodating delivery from a variety of vehicle sizes including, semi-truck/trailer.
- 1.1.6. Contractor shall be required to accept and process waste tires from residents of the County as well as registered waste tire generators.
- 1.1.7. Contractor shall accept waste tires including program and non-program tires.
 - 1.1.7.1. Program tires include passenger, semi-truck, and motorcycle tires for which customers pay a disposal fee assessed by the tire vendor, tire shop, or tire seller.
 - 1.1.7.2. Non-program tires include off road tires, heavy equipment tires, tires used in agricultural, construction or earth moving activities.
 - 1.1.7.3. Contractor shall receive payment from the County through the Waste Tire Disposal Fund for all program tires collected and processed in accordance with A.R.S. § 44.1301-1307.
 - 1.1.7.3.1. Payment shall be made by the county within 30 days of receipt of monthly billing. See Section 2.1.15.
 - 1.1.7.4. Contractor may charge a fee for acceptance of non-program tires and tires accepted from outside of the County. Fees will be collected at the time of acceptance and retained by the contractor.
 - 1.1.7.5. Contractor shall not charge a fee to County residents delivering fewer than five tires per year.
- 1.1.8. Contractor shall establish a procedure to confirm waste tire generator registration and shall not charge a fee nor refuse to accept waste tires from a seller of motor vehicle tires or the seller's designee complying with Exhibit 8 (Arizona Revised Statutes (A.R.S.) Definitions) Section 44-1302, unless provided for in Section 44-1302, subsection H.

- 1.1.9. Contractor shall maintain all permits and licenses necessary and shall present proof of such to the County upon request.
- 1.1.10. Contractor shall collect a completed manifest for the disposal of waste tires at the site. One manifest must be completed for each delivery of residential or business waste tires. The manifest must include:
 - 1.1.10.1. The generator's name, address, contact person, and phone number.
 - 1.1.10.2. The transporters name, address, contact person, and phone number.
 - 1.1.10.3. The number of passenger, semi, and on-the-road (nonprogram) tires.
 - 1.1.10.4. The generator account number.
 - 1.1.10.5. The waste tire ticket number.
 - 1.1.10.6. The original signature of an authorized company representative.
- 1.1.11. Contractor shall at its expense, license, certify, maintain, and operate the scales at the tire collection and processing site in accordance with law and the rules set forth by the Arizona Department of Agriculture's Weights and Measures Services Division (WMSD). With the execution of this Contract, the County transfers ownership of the two scales currently in operation within the leased Scale House at the CRM site to CRM. The County's Fixed Asset numbers for the two scales are: F1600720 and F1600721. The Contractor shall provide a credit on the first monthly invoice for services under this contract in the amount of \$34,000 as full compensation to the County for the two scales.
- 1.1.12. The contractor will conduct all necessary maintenance at the site including scales, collection area, and equipment required to process tires.
- 1.1.13. Contractor shall create a weigh ticket for each load. Weigh tickets shall include the inbound and outbound weight of each load and the difference and shall be maintained with the manifest.
- 1.1.14. Contractor must dispose of waste tires as outlined in A.R.S. § 44-1304. Respondents must include a plan for the disposal of tires that outlines the permissible methods of waste tire disposal that they propose to use and the quantities or percentage of tires for each method. The preferred methods of disposal are those that allow for the economical reuse of waste tires.
- 1.1.15. Contractor must record all activity, including receiving, shipping, and fees charged at the time of each transaction. All data must be available to the County upon request and submitted to the county no less than once per month. Documentation must include:
 - 1.1.15.1. Waste Tire Processing Invoice
 - 1.1.15.2. Tire Recycling Summary Invoice Report
 - 1.1.15.3. Notarized Affidavit
- 1.1.16. All tires must be stored and processed in a manner approved by the ADEQ. Tires must be processed within 15 days of acceptance.
- 1.1.17. Contractor shall provide by September 1 of each year a summary of all county activity including the following:

- 1.1.17.1. The number of eligible waste tires collected each month at each collection site with a list of registered tire dealers delivering the tires to each collection site and the number of tires from each dealer.
- 1.1.17.2. The number of tires collected each month at each collection site from sources other than registered tire dealers.
- 1.1.17.3. The number of tires transported out of each collection site.
- 1.1.17.4. The estimated number of tires remaining at each collection site at the end of the preceding fiscal year.
- 1.1.17.5. Summaries of all manifests tracking the incoming and outgoing waste tires at each collection site.
- 1.1.17.6. The amount of monies received and expended pursuant to the waste tire program.
- 1.1.18. Contractor shall assist the county in its preparation of an accepted waste management plan.
- 1.1.19. The contractor shall maintain during the course of the work complete and accurate records of all of the contractor's costs and operational documentation. The records to be maintained/retained by the contractor shall include (without limitation):
 - 1.1.19.1. (1) waste manifest,
 - 1.1.19.2. (2) weight tickets,
 - 1.1.19.3. (3) production records, and
 - 1.1.19.4. (4) invoice processing and procedures.
- 1.1.20. The contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements. The County reserves the right to conduct an audit of any operational standard and transaction under this agreement. Such an audit may be performed by the County staff or a selected, independent audit firm.
- 1.1.21. Contractor's failing to meet these requirements or found to be non-compliant with ADEQ requirements shall be provided limited opportunity to cure.
- 1.1.22. Contractors found to be in breach of contract for non-performance shall be responsible to the county for any costs incurred as a result of that breach, including the cost to secure services from another provider.

1.2. WASTE TIRE GENERATOR REGISTRATION

- 1.2.1. The contractor must establish a registration program and procedure for its waste tire collection site in accordance with A.R.S. § 44-1302 that includes assigning a waste tire generator registration number for each participant. At minimum, the registration form must include all information included on the current registration form (<https://www.maricopa.gov/FormCenter/Waste-Resources-14/Waste-Tire-Generator-Registration-Form-266>).
- 1.2.2. A TR-1 form and copy of the latest TR-1 payment to the Arizona Department of Revenue must be included with the registration application for retailers and wholesalers of motor vehicle tires who are eligible for free disposal. This form will authorize their continued delivery of tires at no fee. If the contractor does not

receive the form within the requested period of time, the contractor will charge the participant according to the current fee schedule.

- 1.2.3. The contractor must contact every registered participant delivering passenger or semi tires at no fee at least every 12 months to request a copy of each participant's most recent quarterly TR-1 that was sent to the Arizona Department Revenue with their quarterly payment. If the contractor does not receive the form within the requested period of time, the contractor will charge the participant according to the current fee schedule.

AMENDMENT No.001
To
SERIAL 220291-RFP, Waste Tire Recycling and Final Disposition

Between

CRM of America, LLC
&
MARICOPA COUNTY, ARIZONA

WHEREAS, Maricopa County, Arizona ("County") and CRM of America, LLC ("Contractor") have entered into a Contract for the purchase of Waste Tire Recycling and Final Disposition dated 12-7-2022 ("Agreement") County Contract No: 220291-RFP.

WHEREAS, County and CRM of America, LLC have agreed to further modify the Agreement by changing certain terms and conditions;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

Current Contract Language:

1.1 Section 1.1 of contract states- This contract is for a term of Five years, beginning on the 1st of January 2023 and ending the 31st of December 2028.

Please see below for the revisions:

1.1 Update section 1.1 to read- This contract is for a term of Five years, beginning on the 1st of January 2023 and ending the 31st of December 2028, 2027. (This was a typographical error entered on original contract.)

ALL OTHER TERMS AND CONDITION REMAIN UNCHANGED

IN WITNESS WHEREOF, this Contract Amendment is executed on the date set forth below when executed by Maricopa County Office of Procurement Services.

CRM of America, LLC



Authorized Signature

H. Barry Takallou, President & CEO

Printed Name and Title

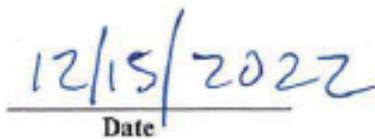
11400 E. Pecos Road, Mesa, AZ 85212

Address

12/15/2022

Date

MARICOPA COUNTY:


Chief Procurement Officer
Date

CRM OF AMERICA LLC, 11400 E PECOS RD, MESA, AZ 85212

PRICING SHEET: NIGP CODE 96284

Terms: **NET 30 DAYS**

Vendor Number **VC0000001522**

Certificates of Insurance **Required**

Contract Period: **To cover the period ending December 31, 2027.**



Purchase Order

Pinal County Finance Department
 Purchasing Division
 P.O. Box 1348
 Florence, AZ 85132

PO Number

251999

This number must appear on all documents pertaining to this order.

PO Date: 7/2/2024

Page: 1 of 2

Mail Invoice to:	Ship to:	Supplier:
Pinal County Finance Department P.O. Box 1348 Florence, AZ 85132	SHERIFF 971 N JASON LOPEZ CIRCLE BLDG C FLORENCE AZ 85132	BOB BARKER CO PO BOX 890885 CHARLOTTE NC 28289-0885
Or		
email invoice to: FinancialInvoices@pinal.gov		
Phone: 800 - 334-9880 Fax: 800 - 322-7537		
Confirming to:		
Buyer: Riley Brimhall, Buyer Phone: - Email: Riley.Brimhall@pinal.gov		Requested Delivery Date: 7/2/2024 Payment Terms: Net 30 Shipping Terms: FOB Destination

The terms and conditions of the following contract apply to this Purchase Order:

Contract Entity Omnia Partners
Contract Number WA00034777
Contract Expiry 10/4/2024

Reference: Department Contact: Deanne Brewer (520) 866-5238 deanne.brewer@pinal.gov | Nikki Cannon (520) 866-5109 nikki.cannon@pinal.gov | Julia Acevedo (520) 866-5176 julia.acevedo@pinal.gov

Vendor Contact: Earl Marley (800) 334-9880 earlmarley@bobbarker.com | customerservicewest@bobbarker.com

This is a Blanket Purchase Order. Blanket Purchase Orders are not a commitment and shall not be used as a basis for Supplier's planning. There is no minimum spend guarantee

For Period: 07/01/2024 - 06/30/2025

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1		LS		BPO FY 24/25 Supplies Personal Hygiene	\$0.00	\$12,000.00
2		LS		BPO FY 24/25 Supplies Other Household/Institutional	\$0.00	\$60,000.00
3		LS		BPO FY 24/25 Supplies Custodial	\$0.00	\$40,000.00
4		LS		BPO FY 24/25 Supplies Laundry	\$0.00	\$10,000.00
5		LS		BPO FY 24/25 Supplies Personal Hygiene	\$0.00	\$75,000.00
6		LS		BPO FY 24/25 Supplies Other Household/Institutional	\$0.00	\$45,000.00
7		LS		BPO FY 24/25 Supplies Recreational	\$0.00	\$4,000.00

Total Order : \$246,000.00

NOTE :

Failure to send invoice to above address will result in delay of payment.
Direct all payment questions to Accounts Payable at 520-866-6397.
Direct all other inquiries to the Buyer specified above.

By accepting this Purchase Order the supplier agrees to the terms and conditions located on the [Purchasing Website](#) unless otherwise directed on this PO



County of Sacramento Open Item Contract

Contract and Purchasing
Services Division
9660 Ecology Ln.
Sacramento, CA 95827
(916) 876-6360

Your Vendor number with us
608629

BOB BARKER CO
PO BOX 429
FUQUAY VARINA NC 27526-0429

Vendors Contact Person: Ruchal Smith
Vendors Phone Number: 919-346-2189

Reprint of Open Item Contract WA00034777 / 09/01/2016

This number must appear on all correspondence to the
Purchasing Division.

Contract number/date

WA00034777 / 09/01/2016

Issuing Officer/Telephone

Poon, Vivian/916-876-6377

Signature: *Vivian Poon*

Contract Period

Valid from: 10/05/2016

Valid to: 10/04/2024

F.O.B. Dest., Freight Prepaid

Payment Terms: Due in 30 Days

Contractual maximum value: 2,703,000.00

You are hereby notified that the goods and/or services listed have been awarded to you subject to terms and conditions referenced and to the general conditions listed on the last page of contract.

Before supplying any goods or services to the County, the vendor must obtain one of the following 2 options (1) a CSO (Contract Shipping Order) number or (2) Procurement Card authorization from the ordering department. A CSO is an authorized release (Purchase Order) against the contract and shall be provided in written form. "Verbal" orders are not acceptable unless it is being processed on a Procurement Card. For either a CSO or a Procurement Card authorization to be considered valid, it must be within the scope of this contract and be consistent with its pricing, terms and conditions. The CSO number or Procurement Card authorization number must be referenced on all documents related to the order (packing slips, invoices, etc.) For Procurement Card authorizations, only reference the last 4 digits (for Security confidentially). Failure to obtain a CSO or Procurement Card authorization and reference its number may result in the delay or non-payment of the invoice.

20221007 Contract Change vp

Reso #2022-00809

Board of Supervisors' authorization to extend Contract No. WA00034777 with Bob Barker Co. for the period of October 5, 2022 through October 4, 2024

20220307 Contract Change vp

Changed Mattress #PJM30754 \$88.43 to \$63.03

Updated the pricing for the 6th year term

Listed the updated pricing on the column "Unit Price Yr 6 FINAL"

Enclosed Price List update to the contract

As per email dated March 7, 2022 from Ruchal Smith

20211012 Contract Change vp

Updated the pricing for the 6th year term

Listed the updated pricing on the column "Unit Price Yr 6 FINAL"

Enclosed Price List update to the contract

20210614 Contract Change vp

Reso #2021-0263

Board of Supervisors' authorization to extend Contract No. WA00034777 with Bob Barker Co. for the period of October 5, 2021 through October 4, 2022

20191218 Contract Change vp

Reso #2019-0795

Board of Supervisors' authorization to extend Contract No. WA00034777 with Bob Barker Co. for the period of April 5, 2020 through October 4, 2021

Contractor Contact:

Ordering:

Debbie Sargent

Customer Service Representative

customerservicewest@bobbarker.com

800-334-9880 (Customer Service Line)

Crissa Rhead

Customer Service Representative

customerservicewest@bobbarker.com

800-334-9880 (Customer Service Line)

Lauretta Smuck

Customer Service Representative

customerservicewest@bobbarker.com

800-334-9880 (Customer Service Line)

Contract Administration Updated on 6/14/2021:

Ruchal Smith

Contract Specialist

ruchalsmith@bobbarker.com

919-346-2189 (Direct)

800.334.9880 (Office)

800.322.7537 (Fax)

Erika Flynn

Bids Manager

erikaflynn@bobbarker.com

919-753-1657 (Direct)

IMPORTANT:

1. Price List Effective October 5, 2016 enclosed.

2. Miscellaneous Inmate and Detention Supplies - 10% discount off the current product catalog price, with the exclusion of furniture and metal product lines.

This contract is established as a purchasing agreement between Bob Barker Co (Contractor) and the County of Sacramento (County) for the provision of Inmate and Detention Supplies, Solutions and Services as per the terms and conditions under the Request for Proposal (RFP), RFP8259, which is hereby incorporated by reference and made a part of this contract.

Price: As per the Price List Effective October 5, 2016 enclosed. Price shall be the lowest, current and most favorable with all applicable volume, special, promotional and governmental discounts during the contract period.

FOB Point: Pricing must be FOB destination to include inside delivery.

Deliveries: Deliveries shall be made on an "as required" basis by means of a CSO issued against the Contract.

Packing Slip: All deliveries must be accompanied by a legible Packing Slip that includes Item Description and Part Number of all items and CSO Number.

Invoicing:

- A. The vendor will be expected to adhere to invoicing procedures as required by the County auditor-controller's office. Failure to comply with established procedures will be grounds for the County to terminate the contract.
- B. Each invoice shall contain the following minimum information; "bill to" and "ship to" addresses; Contract Number; CSO Number; quantities; item descriptions; unit prices and extensions and invoice total.
- C. A separate invoice shall be prepared for each order CSO received.
- D. Invoicing to the County shall be done in arrears.
- E. Invoice discrepancies shall be handled in a professional, courteous, and expeditious manner.
- F. Invoice shall be submitted in duplicate each order entity.
- G. In the state of California, government agencies are not allowed to pay excess interest and late charges. Per government code, section 926.10, interest shall be entitled commencing the 61st day and shall be 6% per annum.

Contract Term: In order to promote efficiency and economy, the County reserves the right to extend this contract for two additional twelve-month periods. Such extensions will be at the County's option, under the same terms and conditions, and will be subject to agreement between the Contractor and the County.

Quality: All materials and workmanship must be subject to inspection, examination and testing by County staff at any time. The County reserves the right to reject defective materials and workmanship and require correction.

Estimated Quantities: The quantity listed is an estimated requirement. The County does not guarantee to purchase a minimum quantity or does not guarantee to purchase Contractor's remaining stock.

Unrestricted Quantities: The County is not limited to purchase all of its requirements from this contract.

Changes: The County shall retain the right to implement changes as necessary to uphold the original intent of the contract. This includes adding or deleting line items, as well as adjusting unit prices on the contract. Such changes shall not void the contract, but shall be added to or be deducted from the contract, as the case may be, by a fair and reasonable valuation, and subject to the mutual agreement of the parties.

Continuation: Continuation of the contract for the full term specified shall be contingent upon satisfactory performance by the contractor and products. Continuing un-rectifiable performance deficiencies may result in cancellation of the contract without penalty to the County.

Sales Report: Upon request from the County, Contractor is required to provide annual sales report including details of all the purchases made under the contract.

Termination:

A. County may terminate any resulting agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by County to contractor and it is later determined that contractor was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).

B. County may terminate any resulting agreement for cause immediately upon giving written notice to contractor, should contractor materially fail to perform any of the covenants contained in this agreement in the time and/or manner specified. In the event of such termination, County may proceed with the work in any manner deemed proper by County. If notice of termination for cause is given by County to contractor and it is later determined that contractor was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.

C. County may terminate or amend any resulting agreement immediately upon giving written notice to contractor, 1) if advised that funds are not available from external sources for this agreement or any portion thereof, including if distribution of such funds to the County is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 3) if funds in County's yearly proposed and/or final budget are not appropriated by County for this agreement or any portion thereof; or 4) if funds that were previously appropriated for this agreement are reduced, eliminated, and/or re-allocated by the County as a result of mid-year budget reductions.

D. If any resulting agreement is terminated under paragraph A or (C) above, contractor shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph a or c above, contractor shall be paid an amount which bears the same ratio to the total compensation authorized by the agreement as the services actually performed bear to the total services of contractor covered by this agreement, less payments of compensation previously made. In no event, however, shall County pay contractor an amount which exceeds a pro rata portion of the agreement total based on the portion of the agreement term that has elapsed on the effective date of the termination.

E. Contractor shall not incur any expenses under any resulting agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that contractor can legally cancel.

IMPORTANT:

1. Price List Effective October 5, 2016 enclosed.
2. Miscellaneous Inmate and Detention Supplies - 10% discount off the current product catalog price, with the exclusion of furniture and metal product lines.

Item Mat Num	Tgt. qty.	Unit Description	Price / Unit	Unit of Measure	Extended Value
00010	2,100,000	Each All Contract Items - Inmate Supplies	1.00 / 1 EA		2,100,000.00
Price List Effective October 5, 2016.					
00020	43,000	Each Main Non Contract Items-Inmate Supplies	1.00 / 1 EA		43,000.00
10% discount off current product catalog.					
00030	310,000	Each RCCC Non Contract Items-Inmate Supplies	1.00 / 1 EA		310,000.00
10% discount off current product catalog					
00040	230,000	Each Youth Non Contract Items-Inmate Supplies	1.00 / 1 EA		230,000.00
10% discount off current product catalog					
00050	20,000	Each DHS&DHA NonContractItems-InmateSupplies	1.00 / 1 EA		20,000.00
10% discount off current product catalog					

PURCHASE ORDER/CONTRACT GENERAL CONDITIONS

1. **BID/QUOTE/PROPOSAL/GENERAL CONDITIONS:** All of the terms and conditions of the bid, quote, or proposal against which this purchase document is applied, are hereby incorporated.
2. **SALES TAX NOT INCLUDED:** Unless otherwise definitely specified, the unit prices do not include California sales and use tax or Sacramento County sales and use tax.
3. **CASH DISCOUNTS:** In connection with any cash discount specified on this quote, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received in the County Auditor's Office if the latter date is later than the date of delivery. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the County warrant or check.
4. **AMERICANS WITH DISABILITIES ACT:** As a condition of accepting a purchase order from the County of Sacramento, the contractor certifies that their business entity is in compliance with the Americans With Disabilities Act of 1990, as amended. Failure to certify shall prohibit the award of a purchase order to the contractor.
5. **HOLD HARMLESS:** The contractor shall hold the County of Sacramento, its officers, agents, servants and employees harmless from liability of any nature or kind because of use of any copyrighted, or uncopied copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this order, and agrees to defend, at his own expense, any and all actions brought against the County of Sacramento or himself because of the unauthorized use of such articles.
6. **DEFAULT BY CONTRACTOR:** In case of default by contractor, the County of Sacramento may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract or purchase order and actual cost thereof to the County of Sacramento. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.
7. **RIGHT TO AUDIT:** The County of Sacramento reserves the right to verify, by examination of contractor's records, all invoiced amounts when firm prices are not set forth in the purchase agreement.
8. **ASSIGNMENT:** **(a)** This award is not assignable by contractor either in whole or in part, without the prior written approval of the Purchasing Agent of the County of Sacramento. **(b)** In submitting a quote to a public purchasing body, the quoter offers and agrees that if the quote is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec.15) & the Cartwright Act (Chapter 2 [commencing with Section 16700] of part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, materials, or services by the quoter for sale to the purchasing body pursuant to the quote. Such assignment shall be made and become effective at the time the purchasing body tenders final payment.
9. **APPLICABILITY TO HEIRS:** Time is of the essence of each and all the provisions of this agreement, and, subject to the limitations of Paragraph 8, the provisions of this agreement shall extend to and be binding upon and inure to the benefits of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
10. **F.E.T. EXEMPTION:** Sacramento County is exempted from payment of Federal Excise Tax. No Federal tax shall be included in price.
11. **CHARGES NOT INCLUDED ON FACE NOT ACCEPTABLE:** No charge will be accepted for packing, boxing, or cartage, except as specified in the Notice of Award. Freight collect shipments will not be accepted. Merchandise will not be accepted if payment is to be made at the time of delivery.
12. **TITLE:** Except as otherwise expressly provided herein, title to and risk of loss on all items shipped by seller to buyer shall pass to the buyer upon buyer's inspection and acceptance of such items at buyer's building.
13. **CHANGES WITHOUT NOTICE PROHIBITED:** No changes in price, quantity or merchandise will be recognized by the County of Sacramento without written notice of acceptance thereof prior to shipment.
14. **ALL UNDERSTANDINGS IN WRITING:** It is mutually understood and agreed that no alteration or variation of terms of this award shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.
15. **FORCE MAJEURE:** The contractor will not be held liable for failure or delay in the fulfillment of conditions of purchase order/contract if hindered or prevented by fire, strikes, or Acts of God.
16. **INVOICING:** Upon submission of itemized invoices, in duplicate, payment shall be made of the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Payment on partial deliveries may be made whenever amounts due so warrant or when requested by the vendor and approved by the Purchasing Agent.
17. **SPECIAL CONDITIONS:** Buyer's standard terms and conditions shall govern any contract awarded. If, after award of contract, contractor provides additional terms or conditions, they shall be considered void. To the extent not otherwise stated in the contract, the California Commercial code shall apply.
18. **INFORMATION TECHNOLOGY ASSURANCES:** Contractor shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by contractor in the performance of services under this agreement, other than those owned or provided by County, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to County under this agreement.
19. **CHILD, FAMILY, AND SPOUSAL SUPPORT:** Contractor hereby certifies that either: **(a)** The Contractor is a government or non-profit entity; or **(b)** the Contractor has no Principal Owners (25% or more); or **(c)** each Principal Owner (25% or more) does not have any existing child support orders; or **(d)** Contractor's Principal Owners are currently in substantial compliance with any court-ordered child, family and spousal support order, including orders to provide current residence address, employment information, and whether dependent health insurance coverage is available. If not in compliance, Principal Owner has become current or has arranged a payment schedule with the Department of Child Support Services or the court. New Contractor shall certify that each of the following statements is true: **(a)** Contractor has fully complied with all applicable state and federal reporting requirements relating to employment reporting for its employees; and **(b)** Contractor has fully complied with all lawfully served wage and earnings assignment orders and notices of assignment and will continue to maintain compliance. **NOTE:** Failure to comply with state and federal reporting requirements regarding Contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment constitutes a default under any contract with the County. Failure to cure such default within 90 days of notice by the County shall be grounds for termination of contract.
20. **COMPLIANCE WITH ALL LAWS, LICENSES AND PERMITS:** In the performance of their duties, Contractor shall comply with all applicable federal, state, and county statutes, ordinances, regulations, directives, and laws and this contract shall be deemed to be executed within the State of California and construed with and governed by the laws of the State of California. Contractor shall possess and maintain necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other credentials required by County. Failure to comply with all laws, licenses and permits shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Contract.

WA00034777 - Bob Barker Co
Price List Effective October 5, 2016

Item Description	U/M	Catalog Number	Unit Price Yr1,2&3	Unit Price Yr4 &5	Unit Price Yr6 &7	Unit Price Yr8	Remark
Clothing							
Stenciled Orange Shirt in Sizes							
Medium	Each	NPOS-M	\$4.39	\$4.57	\$5.64	\$5.87	Catalog Number updated on 8/13/2019
Large	Each	NPOS-L	\$4.39	\$4.57	\$5.64	\$5.87	
XL	Each	NPOS-XL	\$4.39	\$4.57	\$5.64	\$5.87	
2XL	Each	NPOS-2XL	\$4.39	\$4.57	\$5.64	\$5.87	
3XL	Each	NPOS-3XL	\$4.39	\$4.57	\$5.64	\$5.87	
4XL	Each	NPOS-4XL	\$4.39	\$4.57	\$5.64	\$5.87	
5XL	Each	NPOS-5XL	\$4.69	\$4.88	\$5.64	\$5.87	
6XL	Each	NPOS-6XL	\$4.69	\$4.88	\$5.64	\$5.87	
Stenciled Orange and White Striped Shirt in Sizes							
Medium	Each	JTOWSNP-M	\$4.39	\$4.57	\$5.64	\$5.87	
Large	Each	JTOWSNP-L	\$4.39	\$4.57	\$5.64	\$5.87	
XL	Each	JTOWSNP-XL	\$4.39	\$4.57	\$5.64	\$5.87	
2XL	Each	JTOWSNP-2XL	\$4.39	\$4.57	\$5.64	\$5.87	
3XL	Each	JTOWSNP-3XL	\$4.39	\$4.57	\$5.64	\$5.87	
4XL	Each	JTOWSNP-4XL	\$4.39	\$4.57	\$5.64	\$5.87	
Stenciled Orange Unisex Pants in Sizes							
Small - XL	Pair	TOT-S, TOT-M, TOT-L, TOT-XL	\$5.67	\$5.90	\$6.79	\$7.06	
2XL	Pair	TOT-2XL	\$5.67	\$5.90	\$6.79	\$7.06	
162.5	Pair	TOT-3XL	\$5.67	\$5.90	\$6.79	\$7.06	
4XL	Pair	TOT-4XL	\$5.67	\$5.90	\$6.79	\$7.06	
5XL	Pair	TOT-5XL	\$5.67	\$5.90	\$6.79	\$7.06	
Stenciled Navy Blue Unisex Pants in Sizes							

WA00034777 - Bob Barker Co
Price List Effective October 5, 2016

Item Description	U/M	Catalog Number	Unit Price Yr1,2&3	Unit Price Yr4 &5	Unit Price Yr6 &7	Unit Price Yr8	Remark
Small - XL	Pair	TNT-S, TNT-M, TNT-L, TNT-XL	\$5.67	\$5.90	\$6.79	\$7.06	
2XL	Pair	TNT-2XL	\$5.67	\$5.90	\$6.79	\$7.06	
3XL	Pair	TNT-3XL	\$5.67	\$5.90	\$6.79	\$7.06	
4XL - 5XL	Pair	TNT-4XL, TNT-5XL	\$5.67	\$5.90	\$6.79	\$7.06	
Stenciled Unisex White Kitted Short-Sleeve Polo Shirt in Sizes							
Small - XL	Each	Z8800WH-SIZE	\$5.40	\$5.40	\$6.94	\$7.22	
2XL	Each	Z8800WH-2XL	\$6.99	\$6.99	\$8.12	\$8.44	
3XL	Each	Z8800WH-3XL	\$6.99	\$6.99	\$8.12	\$8.44	
4XL	Each	Z8800WH-4XL	\$6.99	\$6.99	\$8.12	\$8.44	
Stenciled White Thermal Shirt in Sizes							
XL	Dozen	63-XL	\$32.40	\$32.40	\$41.42	\$43.08	Sold in dozen
2XL	Dozen	63-2XL	\$33.84	\$33.84	\$41.42	\$43.08	Sold in dozen
3XL	Dozen	63-3XL	\$34.56	\$34.56	\$41.42	\$43.08	Sold in dozen
4XL	Dozen	63-4XL	\$36.84	\$36.84	\$41.42	\$43.08	Sold in dozen
White Tube Sock	Dozen	1700-W	\$4.16	\$4.16	\$5.23	\$5.44	Tube Sock 21"
Non-Stenciled Navy or Dark Colors Paper Jumpsuit in Sizes 3XL (Size Fits All)	Each	3575-3XL	\$1.19	\$1.19	NA	NA	Item removed due to market instability on 10/12/2021.
Non-Stenciled Navy Shorts							S & 5XL - Packed in case of 12 pairs
Small	Pair	J618-S	\$3.60	\$3.74	\$4.89	\$5.09	
Medium	Pair	618-M	\$3.60	\$3.74	\$4.89	\$5.09	
Large	Pair	618-L	\$3.60	\$3.74	\$4.89	\$5.09	
XL	Pair	618-XL	\$3.66	\$3.81	\$4.89	\$5.09	
2XL	Pair	618-2XL	\$4.55	\$4.73	\$5.75	\$5.98	
3XL	Pair	618-3XL	\$4.55	\$4.73	\$5.75	\$5.98	
4XL	Pair	618-4XL	\$4.60	\$4.78	\$5.75	\$5.98	

WA00034777 - Bob Barker Co
Price List Effective October 5, 2016

Item Description	U/M	Catalog Number	Unit Price Yr1,2&3	Unit Price Yr4 &5	Unit Price Yr6 &7	Unit Price Yr8	Remark
5XL	Pair	J618-5XL	\$4.60	\$4.78	\$5.75	\$5.98	
Footwear							
Men's Deck Shoes, Gum-Soled	Pair	155NV-SIZE	\$3.21	\$3.26	\$3.99	\$4.15	
V-Strap Thongs	Pair	1800-SIZE	\$0.49	\$0.49	\$0.69	\$0.72	Sold in dozen
For Eva (Ethyl Vinyl Acetate) Slip-On Shoes	Pair	FEVST35-OR-SIZE	\$2.18	\$2.18	\$3.33	\$3.46	Catalog Number updated on 8/13/2019
Slip-On PVC Sandal, Tan Sizes (6-16)	Pair	BB888-SIZE	\$1.39	\$1.39	NA	NA	Item removed due to discontinuation on 6/14/2021.
Bedding and Linen							
Mattress Cover	Each	VMC30724	\$9.77	\$10.75	\$12.36	\$12.85	Mattress 75"x30"x4"
Non-Stenciled Isolation/Suicide Cell Smock	Each	505	\$66.00	\$66.00	\$75.90	\$78.94	
Non-Stenciled Isolation/Suicide Cell Blanket	Each	SB5480	\$60.25	\$60.25	\$71.72	\$74.59	
Mattress							Mattress 1. Size 75"x30"x4" 2. Add \$11 each for recycle fee.
Mattress (mattress recycle fee not included)	Each	PJM30754	\$34.50	\$37.95	\$63.03	\$65.60	Price updated from \$88.43 to \$63.03 effect March 7, 2022 Price updated from \$63.03 to \$64.76 for the 7 th year
Mattress for Probation (mattress recycle fee not included)	Each	SSCM30754P	\$57.50	\$63.25	\$103.38	\$107.52	
Personal Hygiene Product							
Hair & Scalp Conditioner, Bergamot, 12 Oz Each, 12 per Case	Case	024	\$20.64	\$20.64	\$22.72	\$23.63	
Body Lotion with Aloe, 14.8 Oz Each, 12 per Case	Case	LB92151	\$13.98	\$13.98	\$18.67	\$19.51	Catalog Number updated on 6/14/2021
Tampon, Super Absorbency, Cardboard Applicator, 500 per Case	Case	SBTPX500	\$45.08	\$45.08	\$54.45	\$56.63	
Toothbrush, Full-Sized, Clear Handle, Nylon Bristle Brush, 30-Tuft, Medium, 144 per Pack, 10 per Case	Case	BB28	\$56.60	\$56.60	\$65.10	\$67.70	

WA00034777 - Bob Barker Co
Price List Effective October 5, 2016

Item Description	U/M	Catalog Number	Unit Price Yr1,2&3	Unit Price Yr4 &5	Unit Price Yr6 &7	Unit Price Yr8	Remark
Toothbrush Cover, Ivory Color, 1,440 per Case	Case	NTBC	\$67.50	\$67.50	\$77.60	\$80.70	
Deodorant, Roll-On, 1.5 Oz Each, 96 per Case	Case	RD7990	\$26.62	\$26.62	\$33.61	\$34.95	Catalog Number updated on 6/14/2021
Hand Sanitizer, 4 Oz Each, 60 per Case	Case	AG467	\$38.60	\$38.60	\$72.33	\$75.22	Catalog Number updated on 6/14/2021
A & D Ointment, 4 Oz Each, 72 per Case	Case	JZ-1155	\$109.80	\$109.80	\$126.27	\$131.32	Catalog Number updated on 6/14/2021

Notes:

1. Delivery Time: 3 to 30 days
2. Miscellaneous Inmate and Detention Supplies - 10% discount off the current product catalog price, with the exclusion of furniture and metal product lines.



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Mar 1, 2024



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May 21, 2024



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e.g. 1606N020Q02

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BOB BARKER COMPANY, INC. Active RegistrationUnique Entity ID
WFMMPPNNXFFB4CAGE Code
0M861Physical Address
7925 PURFOY RD, FUQUAY
VARINA, NC 27526 USA

Entity

Expiration Date
Jul 31, 2024Purpose of Registration
All Awards**RUSH FACILITIES, LLC** Active RegistrationUnique Entity ID
U3ADJHTVZH89CAGE Code
8CDC5Physical Address
6285 VECTORSPACE BLVD,
TITUSVILLE, FL 32780 USA

Entity

Expiration Date
Aug 30, 2024Purpose of Registration
All Awards**AFFORDABLE HOUSING ACTION BOARD OF SPRINGFIELD, INC** Active RegistrationUnique Entity ID
H1J2GKYJ7LH1CAGE Code
78E85Physical Address
430 BOB BARKER BLVD,
SPRINGFIELD, MO 65802
USA

Entity

Expiration Date
Jan 15, 2025Purpose of Registration
Federal Assistance Awards**PELLA REGIONAL HEALTH CENTER** Active RegistrationUnique Entity ID
DJ9SYPL2W3P1CAGE Code
4WN15Physical Address
404 JEFFERSON ST, PELLA,
IA 50219 USA

Entity

Expiration Date
Oct 16, 2024Purpose of Registration
Federal Assistance Awards

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Purchase Order

Pinal County Finance Department
 Purchasing Division
 P.O. Box 1348
 Florence, AZ 85132

PO Number

252006

This number must appear on all documents pertaining to this order.

PO Date: 7/2/2024

Page: 1 of 2

Mail Invoice to:	Ship to:	Supplier:
Pinal County Finance Department P.O. Box 1348 Florence, AZ 85132	SHERIFF 971 N JASON LOPEZ CIRCLE BLDG C FLORENCE AZ 85132	FX TACTICAL LLC 8948 W. CACTUS ROAD PEORIA AZ 85381
Or		
email invoice to: FinancialInvoices@pinal.gov		
Phone: 602 - 768-2818 Fax: -		
Confirming to:		

Buyer: Riley Brimhall, Buyer Phone: - Email: Riley.Brimhall@pinal.gov	Requested Delivery Date: 7/2/2024 Payment Terms: Net 30 Shipping Terms: FOB Destination
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The terms and conditions of the following contract apply to this Purchase Order:

Contract Entity Maricopa County
Contract Number 220012-RFP
Contract Expiry 11/30/2025

Reference: Department Contacts: Deanne Peoble 520-866-5238 deanne.peoble@pinal.gov | Nikki Cannon (520) 866-5109 nikki.cannon@pinal.gov

PO emailed to: Jeff Gregory jgregory@fx-tactical.com

This is a Blanket Purchase Order. Blanket Purchase Orders are not a commitment and shall not be used as a basis for Supplier's planning. There is no minimum spend guarantee

For Period: 07/01/2024 - 06/30/2025

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1		LS		BPO FY 24/25 Ballistic Vests Region A	\$0.00	\$8,500.00
2		LS		BPO FY 24/25 Ballistic Vests Region B	\$0.00	\$5,200.00
3		LS		BPO FY 24/25 Ballistic Vests Region C	\$0.00	\$6,000.00
4		LS		BPO FY 24/25 Ballistic Vests CIB	\$0.00	\$12,500.00
5		LS		BPO FY 24/25 Ballistic Vests Patrol Support	\$0.00	\$7,500.00
6		LS		BPO FY 24/25 Ballistic Vests Special Services	\$0.00	\$2,000.00
7		LS		BPO FY 24/25 Ballistic Vests Sworn	\$0.00	\$132,000.00
8		LS		BPO FY 24/25 Ballistic Vests Detention	\$0.00	\$25,000.00

Total Order : \$198,700.00

NOTE :

Failure to send invoice to above address will result in delay of payment.

Direct all payment questions to Accounts Payable at 520-866-6397.

Direct all other inquiries to the Buyer specified above.

By accepting this Purchase Order the supplier agrees to the terms and conditions located on the [Purchasing Website](#) unless otherwise directed on this PO

**SERIAL 220012-RFP BODY ARMOR AND RELATED PARTS/ACCESSORIES
Contract - FX Tactical LLC**

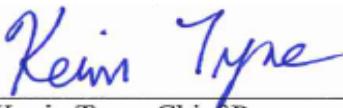
DATE OF LAST REVISION: December 07, 2022 CONTRACT END DATE: November 30, 2025

CONTRACT PERIOD THROUGH NOVEMBER 30, 2025

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **BODY ARMOR AND RELATED PARTS/ACCESSORIES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **December 07, 2022**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.



Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

EK/mm
Attach

Copy to: Office of Procurement Services
Chuck Mayper, MCSO
Christopher Seeley, MCAO
Joe Guy, Judicial Branch

(Please remove Serial 16061-RFP from your contract notebooks)



CONTRACT BODY ARMOR AND RELATED PARTS/ACCESSORIES 220012-RFP

This contract is entered into this 7th day of December, 2022 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and FX Tactical, an Arizona corporation ("Contractor") for the purchase of body armor, tactical equipment and related supplies to be used by Maricopa County Sheriff's Office (MCSO), Courts, and Adult Probation and other County departments.

1.0 CONTRACT TERM

This contract is for a term of three years, beginning on the 7th day of December, 2022 and ending the 30th day of November, 2025.

2.0 OPTION TO RENEW

The County may, at its option and with the concurrence of the Contractor, renew the term of this contract up to a maximum of three additional year(s), (or at the County's sole discretion, extend the contract on a month-to-month basis for a maximum of six months after expiration). The Contractor shall be notified in writing by the Office of Procurement Services of the County's intention to renew the contract term at least 60 calendar days prior to the expiration of the original contract term.

3.0 CONTRACT COMPLETION

In preparation for contract completion, the Contractor shall make all reasonable efforts for an orderly transition of its duties and responsibilities to another provider and/or to the County. This may include, but is not limited to, preparation of a transition plan and cooperation with the County or other providers in the transition. The transition includes the transfer of all records and other data in the possession, custody, or control of the Contractor that are required to be provided to the County either by the terms of this agreement or as a matter of law. The provisions of this clause shall survive the expiration or termination of this agreement.

4.0 PRICE ADJUSTMENTS

Any requests for reasonable price adjustments must be submitted 60 calendar days prior to contract expiration. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey. If County agrees to the adjusted price terms, County shall issue written approval of the change and provide an updated version of the contract. The new change shall not be in effect until the date stipulated on the updated version of the contract.

5.0 PAYMENTS

5.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit D – Pricing Sheet.

5.2 Payment shall be made upon the County's receipt of a properly completed invoice.

5.3 INVOICES

5.3.1 The Contractor shall submit one legible copy of their detailed invoice before payment(s) will be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:

- Company name, address, and contact information
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Project name and/or number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Contract item number(s)
- Arrival and completion time
- Description of purchase (product or services)
- Pricing per unit of purchase
- Extended price
- Freight (if applicable)
- Mileage with rate (if applicable)
- Total amount due

5.3.2 All MCSO Invoices shall be emailed to mcso_accounts_payable@mcso.maricopa.gov.

5.3.3 Problems regarding billing or invoicing shall be directed to the department as listed on the purchase order.

5.3.4 Payment shall only be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an electronic funds transfer (EFT) process. After contract award, the Contractor shall complete the Vendor Registration Form accessible from the County Department of Finance Vendor Registration Web Site <https://www.maricopa.gov/5169/Vendor-Information>.

5.3.5 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County.

5.3.6 EFT payments to the routing and account numbers designated by the Contractor shall include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

5.4 APPLICABLE TAXES

5.4.1 It is the responsibility of the Contractor to determine any and all applicable taxes and include those taxes in their proposal. The legal liability to remit the tax is on the entity conducting business in Arizona. Tax is not a determining factor in contract award.

5.4.2 The County will look at the price or offer submitted and will not deduct, add, or alter pricing based on speculation or application of any taxes, nor will the County provide Contractor any advice or guidance regarding taxes. If you have questions regarding your tax liability, seek advice from a tax professional prior to submitting your bid. You may also find information at <https://www.azdor.gov/Business.aspx>. Once your bid is submitted, the offer is valid for the time specified in this solicitation, regardless of mistake or omission of tax liability. If the County finds overpayment

of a project due to tax consideration that was not due, the Contractor will be liable to the County for that amount, and by contracting with the County agrees to remit any overpayments back to the County for miscalculations on taxes included in a bid price.

5.4.3 Tax Indemnification: Contractor and all subcontractors shall pay all Federal, State, and local taxes applicable to their operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to, hold Maricopa County harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal and/or State and local laws and regulations, and any other costs including: transaction privilege taxes, unemployment compensation insurance, Social Security, and workers' compensation. Contractor may be required to establish, to the satisfaction of County, that any and all fees and taxes due to a municipality or the State of Arizona for any license or transaction privilege taxes, use taxes, or similar excise taxes are currently paid (except for matters under legal protest).

6.0 POST AWARD MEETING

The contractor may be required to attend a post-award meeting with the department to discuss the terms and conditions of this contract. This meeting will be coordinated by the procurement officer of the contract.

7.0 AVAILABILITY OF FUNDS

7.1 The provisions of this contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this contract. County shall keep the Contractor fully informed as to the availability of funds.

7.2 If any action is taken by, any State agency, Federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this section, at least 10 days in advance.

8.0 DELIVERY

8.1 Delivery is desired as soon as possible and within 90 days of receipt of purchase order, unless otherwise approved in writing by the County, and details shall be stipulated on the purchase order to any delivery location within Maricopa County as specified by the County. Contractor shall indicate on the Pricing Sheet in Exhibit A any additional freight or handling charges that will be associated with special shipping and/or handling delivery. It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

8.2 Contractor shall notify the county representative listed on the order if the requested delivery date and/or the anticipated lead time cannot be met. Failure to communicate to County changes in the order status may result in default proceedings.

8.3 Supplies or equipment shall be delivered between the hours of 8:00 a.m. and 4:00 p.m. MST, Monday through Friday, except on County recognized holidays.

8.4 Delivery shall be F.O.B. Destination Freight Prepaid.

8.5 EXPEDITED DELIVERY

8.5.1 If the department determines that expedited delivery or other alternate shipping is required, it shall notify the contractor. The contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the department.

8.5.2 The department shall not advise the contractor to proceed with an expedited shipment until acceptable terms are agreed upon and a purchase order is issued. Upon agreeing to the additional costs, the department shall advise the contractor to proceed.

8.5.3 Upon receipt of material(s) and invoicing, the department shall ensure that any additional charges are in compliance with and do not exceed agreed to costs. The department shall retain all documents related to these costs.

8.6 SHIPPING TERMS

Bid price(s) and terms shall be F.O.B. Destination Freight Prepaid at the location(s) stipulated on the purchase order. All delivery locations are within Maricopa County.

8.7 SHIPPING DOCUMENTS

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

8.7.1 Contract serial number

8.7.2 Contractor's name and address

8.7.3 Department name and address

8.7.4 Department purchase order number

8.7.5 A description of product(s) shipped, including item number(s), quantity(ies), number of containers, and package number(s), as applicable.

9.0 OPERATING MANUALS

Upon delivery, contractor shall provide comprehensive operational manuals, service manuals, and schematic diagrams, if requested by the department.

10.0 TESTING

Unless otherwise specified, materials purchased will be inspected by the using agency to ensure the products meet the quality and quantity requirements of the specifications. When deemed necessary by the County, samples of the products may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the products conform in all respects to the specifications. In cases where commercial laboratory reports indicate that the products do not meet the specifications, the expense of such analysis is to be borne by the contractor.

11.0 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (SAVE)

The County is a member of the SAVE cooperative purchasing group. SAVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the SAVE Cooperative Purchasing Agreement, and with the concurrence of the successful

respondent under this solicitation, a member of SAVE may access a contract resulting from a solicitation issued by the County. If Contractor does not want to grant such access to a member of SAVE, state so in Contractor's bid. In the absence of a statement to the contrary, the County will assume that Contractor does wish to grant access to any contract that may result from this bid. The County assumes no responsibility for any purchases by using entities.

12.0 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPAs)

County currently holds ICPAs with numerous governmental entities. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County contract. It is the responsibility of the non-County government entity to perform its own due diligence on the acceptability of the contract under its applicable procurement rules, processes, and procedures. Certain governmental agencies may not require an ICPA and may utilize this contract if it meets their individual requirements. Other governmental agencies may enter into a separate Statement of Work with the Contractor to meet their own requirements. The County is not a party to any uses of this contract by other governmental entities.

13.0 EMPLOYEE DISCOUNTS

Should an employee add personal funds to an allowance provided by the County in order to purchase an upgrade of the item for which the allowance is intended, the employee shall be offered the upgraded item being purchased at the same discounted price available to the County.

14.0 DUTIES

- 14.1 The Contractor shall perform all duties stated in Exhibit B – Scope of Work, or as otherwise directed in writing by the procurement officer.
- 14.2 During the contract term, County may provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.
- 14.3 Throughout the term of the contract, Contractor shall only offer ballistic body armor models that, at a minimum, meet the requirements of NIJ Standard 0101.06, *Ballistic Resistance of Body Armor* (or any subsequent revision of this standard) as providing multiple hit protections for the Threat Level II or Threat Level IIIA ballistic threats and/or Stab Armor that, at a minimum, meet the requirements of NIJ Standard 0115.00, *Stab Resistance of Personal Body Armor* (or any subsequent revision of this standard), and/or Combination Armor that, at a minimum, meets both (NIJ) Standard-0101.06 and NIJ Standard-0115.00, as applicable. The standards are minimum performance standards developed in collaboration with the Office of Law Enforcement Standards (OLES) of the National Institute of Standards and Technology (NIST).
- 14.4 In order to assure that body armor models will meet the minimum performance standards for use by the criminal justice community, **Contractor shall only offer body armor from manufacturers that participate in the NIJ Voluntary Compliance Testing Program (CTP) and be listed on the NIJ Compliant Products List (CPL)** (<https://cjtec.org/compliance-testing-program/compliant-product-lists/>).
- 14.5 As per NIJ standard 0101.06 *Ballistic Resistance of Body Armor*, the classification of an armor panel offered by the Contractor that provides two or more levels of NIJ ballistic protection at different locations on the ballistic panel shall be that of the minimum ballistic protection provided at any location on the panel.
- 14.6 Ballistic Helmets offered by the Contractor shall at a minimum, meet the requirements for NIJ Standard 0108.01 *Ballistic Resistant Protective Equipment* (or any subsequent revision of this standard), as applicable.

14.7 Respondents shall be capable of providing approximately 200-600 vests per year. Respondents may bid on all or part of the required body armor.

14.8 In addition to specifications listed below in sections 14.8 through 14.13, contractor offering body armor shall offer body armor that possess the following characteristics:

- 14.8.1 Designed in such a manner as to prevent the armor from riding up on the wearer.
- 14.8.2 Be flexible, thin, and lightweight
- 14.8.3 Have adjustments for the chest, waist, and shoulders.
 - 14.8.3.1 The vest shall provide maximum practical protective coverage for male and female officers for everyday wear. Additionally, it must not bind or constrict user mobility or wearability.
 - 14.8.3.2 Female models shall be designed specifically for the female torso and shall have allowances for bust configuration.
- 14.8.4 Areal density of the armor panels pounds per square foot (psf) shall meet the specified levels required per NIJ standards.

14.8.5 Material

The materials used to manufacture these vests shall be new, unused and without flaws that affect appearance, durability and function.

14.8.6 Fiber and Fabric Properties

- 14.8.6.1 Each lot's critical fiber properties (denier, # of filaments, fiber type, tenacity, and elongation at break) shall be certified by the fiber manufacturer.
- 14.8.6.2 Each lot's critical fabric properties (weave, warp and fill ends/inch, basis weight, thickness, yarn and fabric tensile properties; and for ballistic vests, 9mm and .357 Mag. (for level II) and 357 Sig and .44 Mag (for level IIIA) V-50 ballistic limits) shall be certified by the fabric manufacturer.

14.8.7 Ballistic Panels

- 14.8.7.1 The ballistic panel shall use multiple types of ballistic, fragmentation, and blunt trauma design.
- 14.8.7.2 The ballistic panel shall be soft, flexible, and readily conformable to the body.
- 14.8.7.3 The ballistic panel shall have a way of keeping the pile in place to reduce impact movement.
- 14.8.7.4 The ballistic panel shall be stitched together in such a way that it remains extremely flexible. To prevent unnecessary stiffness, no quilt, diamond, or box stitching of the ballistic package, in its entirety, will be accepted. To be considered, all vests must be uniform throughout the ballistic panel in layer count and in layer size. Accordingly, any ballistic panel that is not uniform in layer count and layer size throughout the entire ballistic package will be rejected.

14.8.8 Ballistic Panel Covers

14.8.8.1 Contractor shall ensure that each ballistic panel shall:

14.8.8.1.1 Be permanently covered with a material which prevents exposure to environmental elements. The cover must be sealed at the seams to prevent moisture intrusion.

14.8.8.1.2 Comply with the NIJ 0101.06 Standard, section 4.2.4 Armor Submersion standard (or any subsequent revision of this standard), including but not limited to the standards regarding the lamination system hydrostatic resistance.

14.8.8.2 Manufacturer data and ballistic panel information confirming adherence to NIJ 0101.06 Standard, section 4.2.4 Armor Submersion standard shall be available for inspection upon request.

14.8.8.3 Armor Plate (front and rear required)

14.8.8.4 In addition to the armor plate specifications listed in sections 14.8 through 14.13 for specific body armor types (does not include concealable Level II and Level IIIA), chest plate for all armor types shall be of a "Shooter's Cut Multi-Curve" plate to provide increased mobility and range of motion to the wearers arms when situated in a shooting stance or shouldering the butt of a rifle.

14.8.8.5 Armor plates shall meet the following specifications, as well as listed those listed for specific body armor types in sections 14.8 through 14.13:

14.8.8.5.1 May be made of various materials (i.e., ceramic, titanium, composite, polyurethane, spectra, etc.). Material used shall bring the protection in the area of the plate up to the levels as stated in sections 1.3 to 1.6.

14.8.8.5.2 Be of a size and dimension to fit into the armor plate pocket on the vest carrier (8"x10", 10"x12", 11"x14").

14.8.8.5.3 Have a left to right curvature radius with each corner to provide a more natural fit to the wearers' body.

14.8.8.5.4 Have an outer cover material so as to be resistant to abrasion, cuts, tears and be water resistant. In addition, plates must resist the effects of exposure to high temperatures.

14.8.8.6 Plates shall also be made available for individual purchase.

14.8.8.7 Contractor shall price front plate separately as a possible add on.

14.8.9 Labels

14.8.9.1 Each ballistic vest shall contain:

14.8.9.1.1 A concealed label to enable future tracing of the panel by model, serial, and lot number, and date of manufacture. Label shall be written in English.

14.8.9.1.2 A label that contains the manufacturer's name, threat level, size, model, lot and serial numbers, date of manufacture, strike face (this side away from body), care instructions,

certification of compliance, and required warnings on vest limitations. Label shall be written in English.

14.8.10 Quality Control Program and Policy

14.8.10.1 Contractor shall only offer/present products from manufacturers that:

14.8.10.1.1 Are Quality Certified by an accredited Quality Registrar to the ISO 9001 standard.

14.8.10.1.2 Have a comprehensive Quality Control Program, which includes a written quality control policy and quality assurance steps, and shall be able to provide proof of such upon request from the County. Contractor shall describe their Quality Control Program and Policy in the proposal.

14.8.10.2 All quality control documents and data must be made available for inspection upon request.

14.8.11 Product Consistency

14.8.11.1 Contractor shall ensure the following:

14.8.11.1.1 NO PRODUCT SUBSTITUTIONS shall be made without the prior written approval of MCSO.

14.8.11.1.2 ALL VESTS SHALL BE SERIALIZED, 100 percent inspected, and traceable.

14.8.11.1.3 All procedures and quality data shall be available for inspection upon request.

14.8.11.2 Contractor shall only offer/present products from manufacturers that are able to meet the following requirements:

14.8.11.2.1 Warrant that the NIJ certified model is on the NIJ CPL and has been tested to perform at its established protection levels as per NIJ standards (Standard-0101.06 for Ballistic Resistance of Body Armor and NIJ Standard-0115.00 for Stab Resistance of Personal Body Armor) as applicable.

14.8.11.2.2 Warrant that all shipments of each certified model will be **identical** in design and construction to that which was originally certified and offered as a response to this solicitation.

14.8.11.2.3 Manufacturers ensure that they re-check critical fabric properties (fiber and fabric property certifications, weave type, warp **and** fill ends/inch, basis weight, and penetration resistance (9mm and .357 Mag. for level II and 357 Sig and .44 Mag for level IIIA)) of each shipment received prior to its use in the manufacture of ballistic vests.

14.8.11.2.4 Manufacturer allows unannounced plant and data **inspections**, if the using agency wishes to conduct them, at any time during or after the production of the vests.

14.8.12 Product Liability for Body Armor

14.8.12.1 Contractor shall only offer products from manufacturers that provide the following:

14.8.12.1.1 Any manufacturer's vests, ballistic panels and armor plates offered shall have Product Liability Insurance of no less than \$25,000,000 for each delivered vest, ballistic panel or armor covering the vest, or ballistic panel or armor. Product liability shall cover the wearer of vest or armor should the product fail under during its deployment under conditions for which the vest was rated.

14.8.12.1.1.1 Contractor shall provide proof of manufacturer's Product Liability Insurance no less than \$25,000,000 for any vests or armor offered with proposals.

14.8.12.1.1.2 In addition to providing proof of manufacturer's Product Liability Insurance at time of proposal, contractor shall provide proof of required Product Liability Insurance for any vest, or ballistic panel or armor added to over the term of the contract prior to making the product available to the County.

14.9 CONCEALABLE LEVEL II AND CONCEALABLE LEVEL IIIA BODY ARMOR

14.9.1 Concealable Level II and Level IIIA shall be:

14.9.1.1 Fully concealable under a standard law enforcement type uniform so as not to become apparent during normal law enforcement duty activities.

14.9.1.2 Concealable under a uniform shirt.

14.9.2 Ballistic Vest Carrier

14.9.2.1 Each vest shall be supplied with two six-point adjustable carriers.

14.9.2.2 Vest carriers will be black in color.

14.9.2.3 The vest carrier shall contain front and back 5"x8" or 8"x10" combination trauma plate pockets and may carry a built-in medical alert pocket that shall be 2-3/4"x 4" [credit card size] pocket to allow for the insertion of any special medical alert information/cards, and shall be on the outside.

14.9.2.4 The ballistic vest carrier may include EMD/Taser device resistant technology. The EMD/Taser resistance can be either part of the vest carrier or part of the ballistic panel. It must be permanently affixed to either the ballistic panel or ballistic vest carrier. The EMD/Taser resistant technology shall not be subject to moisture or environmental degradation and must last throughout the life of the vest. As part of the vest carrier, EMD/Taser device resistant technology must be washable. The EMD/Taser device resistant technology must be proven technology and free from liability due to patent infringement.

14.9.3 Required Additional Armor Upgrades

14.9.3.1 Product offered shall be inclusive of soft trauma armor plates that offer increased ballistic protection to vital areas.

14.9.3.1.1 The material used must bring the protection in the area of the plate up to a Level IIIA National Institute of Justice (NIJ) 0101.06 standard.

14.9.3.1.2 Soft trauma armor plates shall also be made available for individual purchase (include price as a line item in Pricing in Exhibit A).

14.9.3.2 Option to upgrade vest to a Level IIIA vest armor (include price as a line item in Pricing in Exhibit A).

14.9.3.3 Option to purchase front and rear Level III, Level III Plus, and Level IV Plates: 5"x7", 8"x10", 10"x12" and 11"x14" sizes (include price as a line item in Pricing in Exhibit A).

14.10 SPECIAL RESPONSE BODY ARMOR – OPTION I

14.10.1 Specifications for Special Response body armor and related supplies are as follows:

14.10.1.1 Paraclete SRV base vest (or equivalent) with Level IIIA ballistic soft panels.

14.10.1.2 Two Paraclete Omega (or equivalent) (include availability for 8" x 10" or 10"x12" or 11"x14") Shooters Cut lightweight in-conjunction rifle plates (or equal/minimum of 2.8 lbs. or less per plate required).

14.10.1.3 Modular pouch kit that includes four pouches: two pairs of handcuffs, radio, two pistol magazines, three AR-15 Mag Pouches.

14.10.1.4 Ranger Green or black in color.

14.10.1.5 Two panels, depending on the color of carrier ordered, shall either be Ranger Green with black lettering or black with gray lettering. The lettering should be two inches and read "SHERIFF." Two identity panels shall be included, one front and one back, and each should have Velcro back.

14.10.1.6 Individual first aid kit (IFAK) medical pouch shall include the following features:

14.10.1.6.1 Be Ranger Green or black in color

14.10.1.6.2 Attach using the Modular Lightweight Load-carrying Equipment (Molle) system

14.10.1.6.3 Shall, at a minimum, contain one each of the following contents (for listed brand names, either brand names listed or equivalent):

14.10.1.6.3.1 Special Operation Forces (SOF) Tactical Tourniquet-Wide

14.10.1.6.3.2 Olaes 4" Modular Bandage

14.10.1.6.3.3 Petrolatum Gauze

14.10.1.6.3.4 Nasopharyngeal Airway 28F w/ Lube

14.10.1.6.3.5	Nitrile Gloves XL
14.10.1.6.3.6	2" Surgical Tape
14.10.1.6.3.7	Adsafe Face Shield
14.10.1.6.3.8	5.5" Trauma Shears
14.10.1.6.3.9	TacMed Combat Casualty Card

14.10.1.6.4 Additional resupply materials for medical pouches may be required if kit contents are utilized, therefore individual kit contents shall be made available for purchase.

14.10.2 Ballistic Panels: IIIA (may be any of the following Level IIIA ballistics packages (**or equivalent**): AlIIA-1, ClIIA-2, FlIIA, FlXIIIA, XP-IIIa, DX-IIIa, and SP+2LE).

14.10.3 Ballistic Vest Carrier

14.10.3.1 Each vest shall be supplied with one MOLLE outer adjustable carrier that are Ranger Green or black in color. In addition, the carrier shall have:

- 14.10.3.1.1 An internal adjustable cummerbund.
- 14.10.3.1.2 A ballistic panel suspension system within the carrier to eliminate sagging and decrease the forming of wrinkles and bouncing of the armor panels.
- 14.10.3.1.3 A weapon retention system that will retain the butt of a rifle or shotgun in all types of weather.
- 14.10.3.1.4 An internal plate pocket in the front and rear of the carrier that allows the insertion of an 8" x 10" or 10" x 12" or 11" x 14" threat plate.
- 14.10.3.1.5 A reinforced modular webbing attachment system that covers the majority of the front and rear portions of the carrier to include 360 degrees of the lower torso.
- 14.10.3.1.6 A reinforced rescue strap located in the upper back area of the carrier.
- 14.10.3.1.7 An attachment process to attach back vest panel and cummerbund to the front vest panel. This attachment should be attached to the vest using a Kwiq-Clip, or other comparable attachment device, so as to allow the operator to remove said vest or put on the vest on in an expedient and timely manner. This attachment shall be constructed to withstand severe heat and cold and the everyday use of police operations.
- 14.10.3.1.8 Optional: A wire channel that allows for the mounting of a radio on the rear portion of the carrier and feeding of the handset and wires through a hidden channel to the front of the carrier.
- 14.10.3.1.9 Velcro identity attachment areas on the front and back of the carrier.
- 14.10.3.1.10 A threat plate pocket incorporated into each side panel area.
- 14.10.3.1.11 A system that provides cushioning and airflow to the chest, back and shoulder areas that obtain load carrying fatigue.

14.10.4 All carriers shall come with:

14.10.4.1 Four Molle pouches (two pairs of handcuffs, radio, two pistol magazine, three AR-15 Mag pouch).

14.10.4.2 ID Panels depending on the color of carrier ordered shall either be Ranger Green with black lettering or black with gray lettering. The lettering should be two inch "SHERIFF" Identity panels shall be included, one front and one back. Each should have Velcro back.

14.10.5 Armor Plate (front and rear required) specifications:

14.10.5.1 In addition to specifications listed in section 2.6, armor plates shall be Level III Plus Paraclete Model OMEGA (or equivalent) **in-conjunction** or Paraclete Model #40260SA stand-alone (or equivalent) rifle plates that offer increased ballistic protection to vital areas, and, in addition to the specifications listed in section 2.6, shall meet the following specifications:

14.10.5.1.1 The material used must bring the protection in the area of the plate to a minimum of a Level III **Plus** NIJ 0101.06 standard, and ideally bring the protection to a Level IV or something between a Level III and Level IV NIJ 0101.06 standard. The County will consider Level IV pricing as well.

14.10.5.1.2 In-conjunction plates shall weigh no more than 2.8 lbs. apiece and be no more than 0.5 inches thick.

14.10.5.1.3 Stand-alone plates shall not exceed the .70 inches thick with a variance of +/- .125 inches. The overall weight of each shall not exceed 2.9 lbs.

14.10.5.2 Level III Plus Paraclete Model OMEGA (or equivalent) plates in conjunction with Level IIIA Soft Armor (AXII, AXIIIA, AXBIIIA, BII-1, CB-S3-BIIIA, CB-S2-BII-1) shall be able to stop multiple all rounds as per Level III NIJ Standards.

14.11 SPECIAL RESPONSE BODY ARMOR – OPTION II

14.11.1 Ballistic Vest Carrier

14.11.1.1 Each vest shall be supplied with one outer MOLLE adjustable Ballistic Vest Carrier that includes the following features:

14.11.1.1.1 Olive Drab OD/Tactical Green in color.

14.11.1.1.2 An internal adjustable cummerbund.

14.11.1.1.3 A ballistic panel suspension system within the carrier to eliminate sagging and decrease the forming of wrinkles and bouncing off the armor panels.

14.11.1.1.4 A weapon retention system that will retain the butt of a rifle or shotgun in all types of weather.

14.11.1.1.5 An internal plate pocket in the front and rear of the carrier that allows the insertion of an 8"x10" or 10"x12" or 11"x14" threat plate.

14.11.1.1.6 A reinforced modular webbing attachment system that covers a majority of the front and rear portions of the carrier to include 360 degrees of the lower torso.

14.11.1.1.7 A reinforced rescue strap located in the upper back area of the carrier.

14.11.1.1.8 An attachment process to attach back vest panel and cummerbund to the front vest panel. This attachment

should be attached to the vest using a Kwiq-Clip, or other comparable attachment device, so as to allow the operator to remove said vest or put on the vest in an expedient and timely manner. This attachment shall be constructed to withstand severe heat and cold and the everyday use of police operations.

- 14.11.1.1.9 A wire channel that allows for the mounting of a radio on the rear portion of the carrier and feeding of the handset and wires through a hidden channel to the front of the carrier.
- 14.11.1.1.10 Velcro identity attachment areas on the front and back of the carrier.
- 14.11.1.1.11 Side panel area that shall have a threat plate pocket incorporated into each side.
- 14.11.1.1.12 A system that provides cushioning and airflow to the chest, back, and shoulder areas that obtain load carrying fatigue.
- 14.11.1.1.13 A radio attachment and six other MOLLE attachments of the wearer's choice at the time of fitting.
- 14.11.1.1.14 Two OD/Tactical Green identity panels, one front and one back (front smaller than back), with yellow, two inch "NEGOTIATIONS" or "TLO" and one standard black American flag for front.

14.11.2 Armor Plate

14.11.2.1 Level III stand-alone rifle plates shall offer increased ballistic protection to vital areas shall include the following features, and, in addition to the specifications listed in section 2.6, shall meet the following specifications:

- 14.11.2.1.1 Plates should weigh no more than 2.8 lbs. apiece and be no more than 0.5 inches thick. These plates shall also be made available for individual purchase.
- 14.11.2.1.2 The material used must bring the protection in the area of the plate to a minimum of a Level III NIJ 0101.06 standard, and ideally bring the protection to a Level IV or something between a Level III and Level IV NIJ 0101.06 standard. The County will consider Level IV pricing as well.

14.11.2.2 Level III Plus Paraclete Model OMEGA (or equivalent) plates in conjunction with Level IIIA Soft Armor (AXII, AXIIIA, AXBIIIA, BII-1, CB-S3-BIIIA, CB-S2-BII-1) shall be able to stop multiple all rounds as per Level III NIJ Standards.

14.12 HEAVY KIT BODY ARMOR

14.12.1 Ballistic Vest Carrier. Each vest shall be supplied with one Outer MOLLE adjustable carrier that includes the following features:

- 14.12.1.1 OD/Tactical Green in color.
- 14.12.1.2 An internal cummerbund.
- 14.12.1.3 A ballistic panel suspension system within the carrier to eliminate sagging and decrease the forming of wrinkles and bouncing of the armor panels.

- 14.12.1.4 An internal plate pocket in the front and rear of the carrier that allows the insertion of an 8" x 10" or 10" x 12" or 11" x 14" threat plate.
- 14.12.1.5 A reinforced modular webbing attachment system that covers a majority of the front and rear portions of the carrier to include 360 degrees of the lower torso.
- 14.12.1.6 At least one reinforced rescue strap. Multiple straps shall be located throughout the carrier.
- 14.12.1.7 Soft body armor in sides or flanks - no hard plates.
- 14.12.1.8 Velcro identity attachment areas on the front and back of the carrier.
- 14.12.1.9 Include, and be capable of detaching, neck, throat, groin, and tail bone, and upper arm protection. The upper arm attachments must have Velcro identity attachment areas on the upper and lower portion of the attachments.
- 14.12.1.10 A system that provides cushioning and airflow to the chest, back, and shoulder areas that obtain load carrying fatigue.
- 14.12.1.11 A radio attachment, medical pouch and hydration pouch with MOLLE and Velcro and six other MOLLE attachments of the wearer's choice at time of fitting.
- 14.12.1.12 Optional: An attachment process to attach back vest panel and cummerbund to the front vest panel. This attachment should be attached to the vest using a Kwiq-Clip, or other comparable attachment device, so as to allow the operator to remove said vest or put on the vest on in an expedient and timely manner. This attachment shall be constructed to withstand severe heat and cold and the everyday use of police operations.
- 14.12.1.13 Optional: A wire channel that allows for the mounting of a radio on the rear portion of the carrier and feeding of the handset and wires through a hidden channel to the front of the carrier.
- 14.12.1.14 Identity panels:
 - 14.12.1.14.1 Two OD/Tactical Green with yellow two inch "SHERIFF" lettering; one front and one back.
 - 14.12.1.14.2 Two OD/Tactical Green with yellow "SHERIFF" 1 inch minimum lettering, one for each arm.
 - 14.12.1.14.3 OD/Tactical Green with Black American Flag, (one forward/one rear facing) one for each arm.

14.12.2 Armor Plate (front and rear required):

- 14.12.2.1 Level III Plus Paraclete Model 20260 (or equivalent) stand-alone rifle plates shall offer increased ballistic protection to vital areas, and, in addition to the specifications listed in section 2.6, shall meet the following specifications:
 - 14.12.2.1.1 Bring the protection in the area of the plate to a Level III NIJ 0101.06 standard.
 - 14.12.2.1.2 Plates should weigh no more than 2.8 lbs. apiece and be no more than 0.5 inches thick. These plates shall also be made available for individual purchase.
- 14.12.2.2 Back plates shall be Level III Plus Paraclete Model 20260 (or equivalent) stand-alone.
- 14.12.2.3 Plates shall also be made available for individual purchase.

14.12.2.3.1 Level III Plus Paraclete Model OMEGA (or equivalent) plates in conjunction with Level IIIA Soft Armor (AXII, AXIIIA, AXBIIIA, BII-1, CB-S3-BIIIA, CB-S2-BII-1) shall be able to stop multiple all rounds as per Level III NIJ Standards.

14.12.2.4 Rifle plates shall be included that meet the above specifications, as well as those listed in section 2.6.

14.13 OPEN AIR KIT BODY ARMOR

14.13.1 Ballistic Vest Carrier. Each vest shall be supplied with one Outer MOLLE adjustable carrier that includes the following features:

- 14.13.1.1 Color: Offer in OD/Tactical Green and offer in Black.
- 14.13.1.2 An internal cummerbund.
- 14.13.1.3 A ballistic panel suspension system within the carrier to eliminate sagging and decrease the forming of wrinkles and bouncing of the armor panels.
- 14.13.1.4 An internal plate pocket in the front and rear of the carrier that allows the insertion of an 8" x 10" or 10" x 12" or 11" x 14" threat plate.
- 14.13.1.5 A reinforced modular webbing attachment system that covers a majority of the front and rear portions of the carrier to include 360 degrees of the lower torso.
- 14.13.1.6 At least one reinforced rescue strap. Multiple straps shall be located throughout the carrier.
- 14.13.1.7 Velcro identity attachment areas on the front and back of the carrier
- 14.13.1.8 A system that provides cushioning and airflow to the chest, back, and shoulder areas that obtain load carrying fatigue.
- 14.13.1.9 A radio attachment, medical pouch, and hydration pouch with MOLLE and Velcro and six other MOLLE attachments of the wearer's choice at time of fitting.
- 14.13.1.10 Two identity panels OD/Tactical Green or Black with yellow two inch "SHERIFF", one front and one back and two OD/Tactical Green with yellow or black "SHERIFF" 1 inch minimum lettering for each arm.
- 14.13.1.11 Two OD/Tactical Green with Black American Flag panels (one forward/one Rear Facing).
- 14.13.1.12 Optional: An attachment process to attach back vest panel and cummerbund to the front vest panel. This attachment should be attached to the vest using a Kwiq-Clip, or other comparable attachment device, so as to allow the operator to remove said vest or put on the vest on in an expedient and timely manner. This attachment shall be constructed to withstand severe heat and cold and the everyday use of police operations.
- 14.13.1.13 Optional: A wire channel that allows for the mounting of a radio on the rear portion of the carrier and feeding of the handset and wires through a hidden channel to the front of the carrier

14.13.2 Armor Plate-(front and rear required):

14.13.2.1 Level III Plus Paraclete Model 20260 (or equivalent) stand-alone rifle plates shall offer increased ballistic protection to vital areas, and, in addition to the specifications listed in section 2.6, shall meet the following specifications:

14.13.2.1.1 The material used must bring the protection in the area of the plate to a level III NIJ 0101.06 standard.

14.13.2.1.2 Plates should weigh no more than 2.8 lbs. apiece and be no more than 0.5 inches thick. These plates shall also be made available for individual purchase.

14.13.2.2 Plates shall be made available for individual purchase.

14.13.2.2.1 Level III Plus Paraclete Model OMEGA (or equivalent) plates in conjunction with Level IIIA Soft Armor (AXII, AXIIIA, AXBIIIA, BII-1, CB-S3-BIIIA, CB-S2-BII-1) shall be able to stop multiple all rounds as per Level III NIJ Standards.

14.13.2.3 Back plates shall be Level III Plus Paraclete Model 20260 (or equivalent) stand-alone.

14.13.2.4 Rifle plates shall be included.

14.14 LEVEL III COMBINATION ARMOR

14.14.1 NIJ STANDARD-0115.00

14.14.1.1 Each vest model should be separately tested and certified to comply with the requirements of the National Institute of Justice (NIJ) Standard-0101.06 (or any subsequent revision of this standard) for Level IIIA Ballistic Resistance of Body Armor and NIJ Standard-0115.00 (or any subsequent revision of this standard) for Stab Resistance of Personal Body Armor.

14.14.1.2 Contractor shall only offer vest models that are on the NIJ Compliant Products List for Combination Armor (<https://cjtec.org/compliance-testing-program/compliant-product-lists/>) to ensure that the armor models will meet the minimum performance standards for use by the criminal justice community.

14.14.2 Like or Equal Standards

14.14.2.1 Offered vest shall meet or exceed the published specifications of the Point Blank Spike 3 vest (or equivalent) and Level IIIA Body Armor. Respondents shall provide NIJ 0115.00 testing data along with any comparative data to the referenced spike vest.

14.15 LEVEL III STAB VESTS

14.15.1 NIJ STANDARD-0115.00

14.15.1.1 Each stab vest (aka spike vest) model should be separately tested and certified to comply with the requirements of the voluntary National Institute of Justice NIJ-STD-0115.00 Stab Resistance of Personal Body Armor (or any subsequent revision of this standard), as providing protection against high energy threats with a strike energy of 43 J (31.7 ft-lbf). (Protection Level III)

14.15.1.2 Contractor shall only offer vest models that are on the NIJ Compliant Products List for Stab Armor (<https://citec.org/compliance-testing-program/compliant-product-lists/>) to ensure that the armor models will meet the minimum performance standards for use by the criminal justice community.

14.15.1.3 Contractor shall only offer models of armor that have a plate slot such that armor vest in conjunction with a plate insert provide increased ballistic or stab protection.

14.15.2 Like or Equal Standards

14.15.2.1 Offered vest shall meet or exceed the published specifications of the Point Blank Spike 3 vest (or equivalent). Respondents shall provide NIJ 0115.00 testing data along with any comparative data to the referenced spike vest.

14.16 BALLISTIC HELMETS

14.16.1 Helmet must have minimum ballistic protection of NIJ Standard 0101.06 *Ballistic Resistance of Body Armor* for Level IIIA and shall meet requirements for NIJ standard 0108.01 *Ballistic Resistant Protective Equipment* to ensure that ballistics helmets are made of NIJ approved material.

14.16.2 Ballistic Helmets shall have a minimum five year warranty.

14.16.3 OPTION I ballistic helmets shall include the following features:

14.16.3.1 Be available in Ranger Green, black, and tan.

14.16.3.2 Be high cut to allow the use of ear protection and communication systems which should be attachable via the side rails.

14.16.3.3 Provide extra protection coverage from small weapons fire.

14.16.3.4 Provide as much coverage as possible while still allowing the Deputy to wear for extended periods of time.

14.16.3.5 Be made to work with a gas mask.

14.16.3.6 Have fixed side rails to accommodate attachments via side rail systems.

14.16.3.7 Have fixed night vision mount.

14.16.3.8 Have Velcro mount (fixed or attachable via adhesive).

14.16.3.9 Have the option of a suspension system (should also have the ability to swap the suspension system for a female pony tail system).

14.16.3.10 Have an adjustable dial retention system.

14.16.3.11 Have adjustable chin strap.

14.16.3.12 Ballistic helmet covers for Option I shall be provided that:

14.16.3.12.1 Are the same color as the ballistic helmet (available in Ranger Green, black and tan).

- 14.16.3.12.2 help protect the finish on the helmet and acts as a barrier for the paint and ballistic fibers.
- 14.16.3.12.3 allow for ease of attaching equipment to the helmets such as counterbalance for night vision, identifying placards, and Infrared strobe lights.

14.16.3.13 Equipment for Option I ballistic helmets shall include:

- 14.16.3.13.1 Counterbalance for night vision
- 14.16.3.13.2 Head Sets
- 14.16.3.13.3 Identity placards
- 14.16.3.13.4 Infrared strobe lights
- 14.16.3.13.5 Helmet mounted light attachable to side rails

14.16.4 OPTION II ballistic helmets shall be available as follows:

- 14.16.4.1 Be Mid-cut to be able to fit headsets and face shield and Velcro kits
- 14.16.4.2 Be available in tan.
- 14.16.4.3 Be provided with a Velcro kit in tan.
- 14.16.4.4 Be able to accommodate a riot face shield that can be quickly detached from the helmet.
- 14.16.4.5 Provide extra protection coverage (Level IIIA) from small weapons fire.
- 14.16.4.6 Provide as much coverage as possible while still allowing to be worn for extended periods of time.
- 14.16.4.7 Be made to work with a gas mask.
- 14.16.4.8 Have Velcro mount.
- 14.16.4.9 Have a suspension system.
- 14.16.4.10 Have an adjustable dial retention system.
- 14.16.4.11 Have adjustable chin strap.
- 14.16.4.12 Have an option for ponytail suspension strap; ponytail suspension strap shall be available for purchase.

14.16.4.13 Ballistic_Helmet_Cover for Option II shall:

- 14.16.4.13.1 Be the same color as the ballistic helmet (available in tan).
- 14.16.4.13.2 Help protect the finish on the helmet and acts as a barrier for the paint and ballistic fibers.

14.16.4.14 Equipment for ballistic helmets for Option II shall include:

- 14.16.4.14.1 Quickly detachable riot face shield with protective pouch.
- 14.16.4.14.2 Identify placards.

15.0 TERMS AND CONDITIONS

15.1 INDEMNIFICATION

- 15.1.1 To the fullest extent permitted by law, and to the extent that claims, damages, losses, or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend, indemnify, and hold harmless the County (as Owner), its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not

limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from, the negligent acts, errors, omissions, or mistakes of the contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable relating to the performance of this contract.

- 15.1.2 Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment of, or destruction of tangible property, including loss of use resulting therefrom, caused by negligent acts, errors, omissions, or mistakes in the performance of this contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.
- 15.1.3 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this section.
- 15.1.4 The scope of this indemnification does not extend to the sole negligence of County.

15.2 INSURANCE

- 15.2.1 Contractor, at Contractor's own expense, shall purchase and maintain, at a minimum, the herein stipulated insurance from a company or companies duly licensed by the State of Arizona and possessing an AM Best, Inc. category rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 15.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this contract.
- 15.2.3 In the event that the insurance required is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this contract and either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this contract is completed.
- 15.2.4 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 15.2.5 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 15.2.6 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

- 15.2.7 The insurance policies required by this contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials, and employees as additional insureds.
- 15.2.8 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials, and employees for any claims arising out of Contractor's work or service.
- 15.2.9 If available, the insurance policies required by this contract may be combined with Commercial Umbrella Insurance policies to meet the minimum limit requirements. If a Commercial Umbrella insurance policy is utilized to meet insurance requirements, the Certificate of Insurance shall indicate which lines the Commercial Umbrella Insurance covers.

15.2.9.1 Commercial General Liability

Commercial General Liability (CGL) insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

15.2.9.2 Automobile Liability

Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the premises under this contract.

15.2.9.3 Workers' Compensation

- 15.2.9.3.1 Workers' compensation insurance to cover obligations imposed by Federal and State statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

- 15.2.9.3.2 Contractor, its subcontractors, and sub-subcontractors waive all rights against this contract and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and Employer's Liability or Commercial Umbrella Liability insurance obtained by Contractor, its subcontractors, and its sub-subcontractors pursuant to this contract.

15.2.10 Certificates of Insurance

15.2.10.1 Prior to contract award, Contractor shall furnish the County with valid and complete Certificates of Insurance, or formal endorsements as required by the contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this contract are in full force and effect. Such certificates shall identify this contract number and title.

15.2.10.2 In the event any insurance policy(ies) required by this contract is (are) written on a claims-made basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual certificates of insurance.

15.2.10.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County 15 calendar days prior to the expiration date.

15.2.10.4 Certificates of Insurance shall identify Maricopa County as the certificate holder as follows:

Maricopa County
c/o Risk Management
301 W Jefferson St, Suite 910
Phoenix, AZ 85003

15.2.11 Cancellation and Expiration Notice

Applicable to all insurance policies required within the insurance requirements of this contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without 30 days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within two business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed, or hand delivered to 160 S. 4th Avenue, Phoenix, AZ 85003, or emailed to the procurement officer noted in the solicitation.

15.3 FORCE MAJEURE

15.3.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this contract, if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes include, but are not limited to, acts of God/nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, and interruption or failure of electricity or telecommunication service, and pandemic.

15.3.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

15.3.3 The party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

15.4 ORDERING AUTHORITY

Any request for purchase shall be accompanied by a valid purchase order issued by a County department or directed by a Certified Agency Procurement Aid (CAPA) with a purchase card for payment.

15.5 PROCUREMENT CARD ORDERING CAPABILITY

County may opt to use a procurement card (Visa or Master Card) to make payment for orders under this contract.

15.6 INTERNET ORDERING CAPABILITY

It is the intent of Maricopa County to use the Internet to communicate and to place orders under this contract.

15.7 NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION

This contract does not guarantee any minimum or maximum purchases will be made. Orders will only be placed under this contract when the County identifies a need and proper authorization and documentation have been approved.

15.8 PURCHASE ORDERS

15.8.1 County reserves the right to cancel purchase orders within a reasonable period of time after issuance. Should a purchase order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the purchase order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, or for shipment of product prior to issuance of purchase order.

15.8.2 Contractor agrees to accept verbal notification of cancellation of purchase orders from the County procurement officer with written notification to follow. Contractor specifically acknowledges to be bound by this cancellation policy.

15.9 BACKGROUND CHECK

Respondents may be required to pass multiple background checks (e.g. Sheriff's Office, County Attorney's Office, Courts, as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to, but is not limited to, the company, subcontractors, and employees, and the failure to pass these checks shall deem the respondent non-responsible.

15.10 SUSPENSION OF WORK

The procurement officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the procurement officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable

after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

15.11 STOP WORK ORDER

15.11.1 The procurement officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 calendar days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 calendar days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the procurement officer shall either:

15.11.1.1 cancel the stop work order; or

15.11.1.2 terminate the work covered by the order as provided in the Termination for Default or the Termination for Convenience clause of this contract.

15.11.1.3 The procurement officer may make an equitable adjustment in the delivery schedule and/or contract price, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor

15.12 TERMINATION FOR CONVENIENCE

Maricopa County may terminate the resultant contract for convenience by providing 60 calendar days advance notice to the Contractor.

15.13 TERMINATION FOR DEFAULT

15.13.1 The County may, by written Notice of Default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

15.13.1.1 deliver the supplies or to perform the services within the time specified in this contract or any extension;

15.13.1.2 make progress, so as to endanger performance of this contract; or

15.13.1.3 perform any of the other provisions of this contract.

15.13.1.4 The County's right to terminate this contract under these subparagraphs may be exercised if the Contractor does not cure such failure within 10 business days (or more if authorized in writing by the County) after receipt of a Notice to Cure from the procurement officer specifying the failure.

15.14 PERFORMANCE

It shall be the Contractor's responsibility to meet the proposed performance requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to perform, and any price differential will be charged against the Contractor.

15.15 CONTRACTOR EMPLOYEE MANAGEMENT

15.15.1 Contractor shall endeavor to maintain the personnel proposed in their proposal throughout the performance of this contract.

15.15.2 If Contractor personnel's employment status changes, Contractor shall provide County a list of proposed replacements with equivalent or greater experience.

15.15.3 Under no circumstances shall the implementation schedule to be impacted by a personnel change on the part of the Contractor.

15.15.4 Contractor shall not reassign any key personnel identified in their proposal without the express consent of the County.

15.15.5 County reserves the right to immediately remove from its premises any Contractor personnel it determines to be a risk to County operations.

15.15.6 County reserves the right to request the replacement of any Contractor personnel at any time, for any reason.

15.16 ACCEPTANCE

Upon delivery and successful installation (as necessary), the material(s) shall be deemed accepted and the warranty period shall begin. Successful installation shall be defined as a) the material(s)/equipment is installed (as necessary) and fully operational; and b) initial training, if any, is complete. All documentation shall be completed prior to final acceptance.

15.17 TRAINING

Contractor shall provide training services upon request by the using agency to completely train County personnel in the use and care of the equipment. All training shall take place on-site at a County location identified by the using agency unless otherwise negotiated with County.

15.18 WARRANTY OF SERVICES

15.18.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the contract, including all descriptions, specifications, and attachments made a part of this contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

15.18.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this contract in the manner and to the same extent as services originally furnished hereunder.

15.18.3 Assuming normal use and lack of abuse, field ballistic performance to specified threat level must be warranted for no less than FIVE YEARS FROM DATE OF DELIVERY.

15.18.4 Outer carriers shall be guaranteed against defects in workmanship for 36 months from the time of delivery to Maricopa County Sheriff's Office or other County department(s) using this contract.

15.18.5 Vests shall be guaranteed to fit satisfactorily upon delivery based on initial custom measurements.

15.18.6 Bidder shall agree to provide alterations or replacement free until the wearer is satisfied and/or ensure the manufacturer will provide alterations or replacement free until the wearer is satisfied

15.19 MAINTENANCE

The contractor shall provide maintenance for the materials under this contract upon acceptance of materials by the department.

15.20 FACTORY AUTHORIZED SERVICE AVAILABILITY

The contractor shall have and maintain a factory authorized service facility capable of supplying and installing component parts, troubleshooting, repairing, and maintaining the material(s). Minimum service hours shall be from 8:00 a.m. through 5:00 p.m. MST, Monday through Friday, excluding County holidays.

15.21 INSPECTION OF SERVICES

15.21.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the contract requires.

15.21.2 County has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. County shall perform inspections and tests in a manner that will not unduly delay the work.

15.21.3 If any of the services do not conform to contract requirements, County may require the Contractor to perform the services again in conformity with contract requirements, at no cost to the County. When the defects in services cannot be corrected by re-performance, County may:

15.21.3.1 require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

15.21.3.2 reduce the contract price to reflect the reduced value of the services performed.

15.21.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, County may:

15.21.4.1 by contract or otherwise, perform the services and charge to the Contractor, through direct billing or through payment reduction, any cost incurred by County that is directly related to the performance of such service; or

15.21.4.2 terminate the contract for default.

15.22 STOCK

The contractor shall be expected to stock sufficient quantities as may be necessary to meet the County's needs and deliver as stated in the Invitation for Bids.

15.23 DISCONTINUED MATERIALS

15.23.1 In the event that a manufacturer discontinues materials, the County may allow the contractor to provide a substitute for the discontinued item or may cancel the contract. If the contractor requests permission to substitute a new material, the contractor shall provide the following to the County:

15.23.1.1 Contractor shall give a minimum of 90-days' notice that a manufacturer will be discontinuing a product or model of the product. Notice shall contain:

15.23.1.1.1 Documentation from the manufacturer that the material has been discontinued.

15.23.1.1.2 Documentation that names the replacement material.

15.23.1.1.3 Documentation that provides clear and convincing evidence that the replacement material meets or exceeds all specifications required by the original solicitation.

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

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

15.24 TRADE-INS

Contractor may be requested to submit prices on trade-in(s). Whether materials will actually be traded is at the option of the County.

15.25 USAGE REPORT

The Contractor shall furnish the County a usage report, upon request, delineating the acquisition activity governed by the contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit of measure.

15.26 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST

Notice is given that, pursuant to A.R.S. § 38-511, the County may cancel any contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County is at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the contract with respect to the subject matter of the contract. Additionally, pursuant to A.R.S. § 38-511, the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

15.27 OFFSET FOR DAMAGES

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

15.28 SUBCONTRACTING

15.28.1 The Contractor may not assign to another Contractor or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the bid serial number and identify the job or project.

15.28.2 The subcontractor's rate for the job shall not exceed that of the prime Contractor's rate, as bid in the pricing section, unless the prime Contractor is willing to absorb any higher rates. The subcontractor's invoice shall be invoiced directly to the prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the subcontractor's invoice must accompany the prime Contractor's invoice.

15.29 AMENDMENTS

All amendments to this contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

15.30 ADDITIONS/DELETIONS OF REQUIREMENTS

The County reserves the right to add and/or delete materials and services to a contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the bid price. If additional materials or services are required from a contract, prices for such additions will be negotiated between the Contractor and the County.

15.31 RIGHTS IN DATA

15.31.1 The County shall have the use of data and reports resulting from a contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a contract and to the performance thereunder.

15.31.2 Data, records, reports, and all other information generated for the County by a third party as the result of a contract are the property of the County and shall be provided in a format designated by the County or shall be and remain accessible to the County into perpetuity.

15.32 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW

15.32.1 In accordance with Section MC1-372 of the Maricopa County Procurement Code, the Contractor agrees to retain (physical or digital copies of) all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this contract for six years after final payment or until after the resolution of any audit questions, which could be more than six years, whichever is longest. The County, Federal or State auditors and any other persons duly authorized by the department shall have full access to and the right to examine, copy, and make use of, any and all said materials.

15.32.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

15.33 AUDIT DISALLOWANCES

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check, or a deduction from current invoices submitted by the Contractor equal to the

amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

15.34 STRICT COMPLIANCE

Acceptance by County of a performance that is not in strict compliance with the terms of the contract shall not be deemed to be a waiver of strict compliance with respect to all other terms of the contract.

15.35 VALIDITY

The invalidity, in whole or in part, of any provision of this contract shall not void or affect the validity of any other provision of the contract.

15.36 SEVERABILITY

The removal, in whole or in part, of any provision of this contract shall not void or affect the validity of any other provision of this contract.

15.37 RELATIONSHIPS

15.37.1 In the performance of the services described herein, the Contractor shall act solely as an independent Contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

15.37.2 The County reserves the right of final approval on proposed staff. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless a different time period was previously approved by the County.

15.38 NON-DISCRIMINATION

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09, including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive Order 99-4 and amends Executive Order 75-5 and is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, Contractor shall not discriminate against any employee, client, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability, or national origin. (Arizona Executive Order 2009-09 can be downloaded from the Arizona Memory Project at <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1.>)

15.39 WRITTEN CERTIFICATION PURSUANT to A.R.S. § 35-393.01

If vendor engages in for-profit activity and has 10 or more employees, and if this agreement has a value of \$100,000 or more, vendor certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

15.40 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

15.40.1 The undersigned (authorized official signing on behalf of the Contractor) certifies to the best of his or her knowledge and belief that the Contractor, its current officers, and directors:

15.40.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from being awarded any contract or grant by any United States department or agency or any state, or local jurisdiction;

15.40.1.2 have not within a three-year period preceding this contract:

15.40.1.2.1 been convicted of fraud or any criminal offense in connection with obtaining, attempting to obtain, or as the result of performing a government entity (Federal, State or local) transaction or contract; or

15.40.1.2.2 been convicted of violation of any Federal or State antitrust statutes or conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property regarding a government entity transaction or contract;

15.40.1.3 are not presently indicted or criminally charged by a government entity (Federal, State or local) with commission of any criminal offenses in connection with obtaining, attempting to obtain, or as the result of performing a government entity public (Federal, State or local) transaction or contract;

15.40.1.4 are not presently facing any civil charges from any governmental entity regarding obtaining, attempting to obtain, or from performing any governmental entity contract or other transaction; and

15.40.1.5 have not within a three-year period preceding this contract had any public transaction (Federal, State or local) terminated for cause or default.

15.40.2 If any of the above circumstances described in the paragraph are applicable to the entity submitting a bid for this requirement, include with your bid an explanation of the matter including any final resolution.

15.40.3 The Contractor shall include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors or sub-subcontractors) and in all solicitations for lower tier covered transactions related to this contract. If this clause is applicable to a subcontractor or sub-subcontractor, the Contractor shall include the information required by this clause with their bid.

15.41 VERIFICATION REGARDING COMPLIANCE WITH A.R.S. § 41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS

15.41.1 By entering into the contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using E-Verify) and all other Federal immigration laws and regulations related to the immigration status of its employees and A.R.S. § 23-214(A). The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the procurement officer upon request. These warranties shall remain in effect through the term of the contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the contract and verify employee compliance using the E-Verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at www.uscis.gov.

15.41.2 The County retains the legal right to inspect documents of Contractor and subcontractor employees performing work under this contract to verify compliance with paragraph 15.41.1 of this section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

15.42 FORCED LABOR

15.42.1 By submitting a bid for this solicitation and/or entering into a contract as a result of this solicitation, contractor agrees to comply with all applicable portions of Arizona Revised Statutes Section 35-394. Contracting; procurement; prohibition; written certification; remedy; termination; exception; definitions.

15.42.2 Contractor certifies that it does not currently, and agrees for the duration of the contract, that it will not use:

15.42.2.1 The forced labor of ethnic Uyghurs in the People's Republic of China.

15.42.2.2 Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

15.42.2.3 Any contractors, subcontractors or suppliers that use the forced labor or any good or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

15.42.3 If contractor becomes aware during the term of the agreement that contractor is not in compliance with this paragraph, the contractor shall notify the County within five business days after becoming aware of the noncompliance. If the contractor fails to provide a written certification to the County that the contractor has remedied the noncompliance within 180 days after notifying the County of its noncompliance, then the agreement terminates, except that if the agreement termination date occurs before the end the 180 day period, the agreement terminates on the agreement termination date.

15.43 CONTRACTOR LICENSE REQUIREMENT

15.43.1 The Contractor shall procure all permits, insurance, and licenses, and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any requirements, by any and all governmental or non-governmental entities as mandated to maintain compliance with and remain in good standing. The Contractor shall keep fully informed of existing and future trade or industry requirements, and Federal, State, and local laws, ordinances, and regulations which in any manner affect the fulfillment of a contract and shall comply with the same. Contractor shall immediately notify both the Office of Procurement Services and the department of any and all changes concerning permits, insurance, or licenses.

15.43.2 Contractor furnishing finished products, materials, or articles of merchandise that will require installation or attachment as part of the contract shall possess any licenses required. Contractor is not relieved of its obligation to obtain and possess the required licenses by subcontracting of the labor portion of the contract. Contractors are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, to ascertain licensing requirements for a particular contract. Contractor

shall identify which license(s), if any, the Registrar of Contractors requires for performance of the contract.

15.44 INFLUENCE

15.44.1 As prescribed in MC1-1203 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for disbarment or suspension under MC1-902.

15.44.2 An attempt to influence includes, but is not limited to:

15.44.2.1 A person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type of valuable contribution or subsidy that is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

15.44.3 If a person attempts to influence any employee or agent of Maricopa County, the chief procurement officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

15.45 CONFIDENTIAL INFORMATION

15.45.1 Any information obtained in the course of performing this contract may include information that is proprietary or confidential to the County. This provision establishes the Contractor's obligation regarding such information.

15.45.2 The Contractor shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the County or from others in carrying out its functions (services) under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. The Contractor's procedures and controls, at a minimum, must be the same procedures and controls it uses to protect its own proprietary or confidential information. If, at any time during the duration of the contract, the County determines that the procedures and controls in place are not adequate, the Contractor shall institute any new and/or additional measures requested by the County within 15 business days of the written request to do so.

15.45.3 Any requests to the Contractor for County proprietary or confidential information shall be referred to the County for review and approval, prior to any dissemination.

15.46 PUBLIC RECORDS

Under Arizona law, all offers submitted and opened are public records and must be retained by the County at the Maricopa County Office of Procurement Services. Offers shall be open to public inspection and copying after contract award and execution, except for such offers or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services. If an offeror believes that information in its offer or any resulting contract should not be released in response to a public record request, under Arizona law, the offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The records manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

15.47 INTEGRATION

This contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, expressed, or implied.

15.48 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this contract, the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 *et seq.*

15.49 GOVERNING LAW

This contract shall be governed by the laws of the State of Arizona. Venue for any actions or lawsuits involving this contract will be in Maricopa County Superior Court, Phoenix, Arizona.

15.50 PRICES

Contractor warrants that prices extended to County under this contract are no higher than those paid by any other customer for these or similar services.

15.51 ORDER OF PRECEDENCE

In the event of a conflict in the provisions of this contract and Contractor's license agreement, if applicable, the terms of this contract shall prevail.

15.52 INCORPORATION OF DOCUMENTS

15.52.1 The following are to be attached to and made part of this Contract:

15.52.1.1 Exhibit A – Vendor Information and Pricing

15.52.1.2 Exhibit B – Scope of Work

15.53 NOTICES

All notices given pursuant to the terms of this contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
160 S. 4th Avenue
Phoenix, Arizona 85003-1647

For Contractor:

FX Tactical
8948 W. Cactus Road
Peoria, AZ 85381
Attn: Jeff Gregory

15.54 INQUIRIES

15.54.1 Administrative telephone/email inquiries shall be addressed to:

ELIZABETH KUTTNER, PROCUREMENT OFFICER
TELEPHONE: (602) 506-0099
elizabeth.kuttner@maricopa.gov

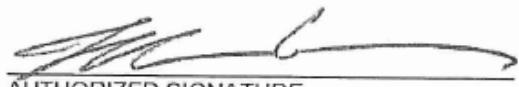
15.54.2 Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

C-73-23-048-7-00

SERIAL 220012-RFP

IN WITNESS WHEREOF, this contract is executed on the date set forth above.

CONTRACTOR



AUTHORIZED SIGNATURE

Jeff Gregory, Gen. Manager

PRINTED NAME AND TITLE

8940 W. Circus Rd, Peoria AZ 85381

ADDRESS

11/17/2022

DATE

MARICOPA COUNTY



CHAIRMAN, BOARD OF SUPERVISORS

DEC 07 2022

DATE

ATTESTED:



CLERK OF THE BOARD

DEC 07 2022

DATE

APPROVED AS TO FORM:



DEPUTY COUNTY ATTORNEY

11/23/2022

DATE

EXHIBIT A: VENDOR INFORMATION AND PRICING

COMPANY NAME:	FX TACTICAL		
DOING BUSINESS AS (dba):			
MAILING ADDRESS:	8948 W. CACTUS RD, PEORIA, AZ 85381		
REMIT TO ADDRESS:	8948 W. CACTUS RD, PEORIA, AZ 85381		
TELEPHONE NUMBER:	623-877-1257		
FAX NUMBER:	623-877-1229		
WWW ADDRESS:	WWW.FX-TACTICAL.COM		
REPRESENTATIVE NAME:	JEFF GREGORY		
REPRESENTATIVE TELEPHONE NUMBER:	602-768-2818		
REPRESENTATIVE EMAIL ADDRESS	JGREGORY@FX-TACTICAL.COM		
	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	



NET 30 DAYS

1.0 PRICING:

Provide line item pricing for products being offered. In the event of a kit, please provide the complete kit cost as one line and the component costs on subsequent lines. Separate line item pricing may be used to price equipment that includes options as listed in the solicitation. Insert additional lines as needed.

BODY ARMOR				
Body armor offered must be on the NIJ Compliant Product List:				
https://cjtec.org/compliance-testing-program/compliant-product-lists/				
2.7a - POINT BLANK AXII LEVEL II BALLISTIC VEST WITH TWO HILITE CONCEAL CARRIERS AND 5X8" SOFT TRAUMA PLATE				\$739.00
MODEL #: MALE - AXII FEMALE - AXIIF				
2.7b - POINT BLANK BII LEVEL II BALLISTIC VEST WITH TWO HILITE CONCEAL CARRIERS AND 5X8" SOFT TRAUMA PLATE				\$546.00
MODEL #: MALE - BII-1 FEMALE - BIIF-1				
2.7c - POINT BLANK AXIIIA LEVEL IIIA BALLISTIC VEST WITH TWO HILITE CONCEAL CARRIERS AND 5X8" SOFT TRAUMA PLATE				\$849.00
MODEL #: MALE - AXIIIA-1 FEMALE AXIIIAF-1				
2.7d - POINT BLANK AXBIIIA LEVEL IIIA BALLISTIC VEST WITH TWO HILITE CONCEAL CARRIERS AND 5X8" SOFT TRAUMA PLATE				\$887.00
MODEL #: MALE - AXBIIIA FEMALE - AXBIIIAF				
2.7e - POINT BLANK BIIIA LEVEL IIIA BALLISTIC VEST WITH TWO HILITE CONCEAL CARRIER AND 5X8" SOFT TRAUMA PLATE				\$739.00

MODEL #: BIIIA-2				
OPTIONAL 2.7 - POINT BLANK THORSHIELD SLEEVE, SET				\$65.00
2.8a - PARACLETE SRV BASE VEST WITH AXBIIIA PLATE BACKERS AND SIDE PANELS, INCLUDES (2) 8X10" OMEGA ICW LEVEL III RIFLE PLATES, (4) POUCH KIT, AND TMS OIFAK MEDICAL KIT				\$2,162.00
2.8b - PARACLETE SRV BASE VEST WITH AXBIIIA PLATE BACKERS AND SIDE PANELS, INCLUDES (2) 10X12" OMEGA ICW LEVEL III RIFLE PLATES, (4) POUCH KIT, AND TMS OIFAK MEDICAL KIT				\$2,463.00
2.8c - PARACLETE SRV BASE VEST WITH AXBIIIA PLATE BACKERS AND SIDE PANELS, INCLUDES (2) 11X14" OMEGA ICW LEVEL III RIFLE PLATES, (4) POUCH KIT, AND TMS OIFAK MEDICAL KIT				\$2,732.00
2.8d - PARACLETE SRV BASE VEST WITH AXBIIIA PLATE BACKERS AND SIDE PANELS, INCLUDES (2) MD 40260SA LEVEL III RIFLE PLATES, (4) POUCH KIT, AND TMS OIFAK MEDICAL KIT				\$3,043.00
2.8e - PARACLETE SRV BASE VEST WITH AXBIIIA PLATE BACKERS AND SIDE PANELS, INCLUDES (2) LG 40260SA LEVEL III RIFLE PLATES, (4) POUCH KIT, AND TMS OIFAK MEDICAL KIT				\$3,101.84
2.8f - PARACLETE SRV BASE VEST WITH AXBIIIA PLATE BACKERS AND SIDE PANELS, INCLUDES (2) XL 40260SA LEVEL III RIFLE PLATES, (4) POUCH KIT, AND TMS OIFAK MEDICAL KIT				\$3,159.00
2.9a - PARACLETE SRV BASE VEST WITH AXBIIIA PLATE BACKERS AND SIDE PANELS, INCLUDES (2) 8X10" OMEGA ICW LEVEL III RIFLE PLATES, AND (6) POUCH KIT				\$2,162.00
2.9b - PARACLETE SRV BASE VEST WITH AXBIIIA PLATE BACKERS AND SIDE PANELS, INCLUDES (2) 10X12" OMEGA ICW LEVEL III RIFLE PLATES, AND (6) POUCH KIT				\$2,463.00
2.9c - PARACLETE SRV BASE VEST WITH AXBIIIA PLATE BACKERS AND SIDE PANELS, INCLUDES (2) 11X14" OMEGA ICW LEVEL III RIFLE PLATES, AND (6) POUCH KIT				\$2,732.00
2.9d - PARACLETE SRV BASE VEST WITH AXBIIIA PLATE BACKERS AND SIDE PANELS, INCLUDES (2) MD 40260SA LEVEL III RIFLE PLATES, AND (6) POUCH KIT				\$3,043.00
2.9e - PARACLETE SRV BASE VEST WITH AXBIIIA PLATE BACKERS AND SIDE PANELS, INCLUDES (2) LG 40260SA LEVEL III RIFLE PLATES, AND (6) POUCH KIT				\$3,101.84
2.9f - PARACLETE SRV BASE VEST WITH AXBIIIA PLATE BACKERS AND SIDE PANELS, INCLUDES (2) XL 40260SA LEVEL III RIFLE PLATES, AND (6) POUCH KIT				\$3,159.00
2.10a - PARACLETE APC COMPLETE VEST WITH AXBIIIA BALLISTICS				\$3,429.00

INCLUDES KWIQ-CLIPS, (2) 8X10" OMEGA ICW LEVEL III RIFLE PLATES, RADIO POUCH, MEDICAL POUCH, HYDRATION POUCH, AND CHOICE OF SIX OTHER PARACLETE POUCHES		
2.10b - PARACLETE APC COMPLETE VEST WITH AXBIIIA BALLISTICS INCLUDES KWIQ-CLIPS, (2) 10X12" OMEGA ICW LEVEL III RIFLE PLATES, RADIO POUCH, MEDICAL POUCH, HYDRATION POUCH, AND CHOICE OF SIX OTHER PARACLETE POUCHES		\$3,731.00
2.10c - PARACLETE APC COMPLETE VEST WITH AXBIIIA BALLISTICS INCLUDES KWIQ-CLIPS, (2) 11X14" OMEGA ICW LEVEL III RIFLE PLATES, RADIO POUCH, MEDICAL POUCH, HYDRATION POUCH, AND CHOICE OF SIX OTHER PARACLETE POUCHES		\$3,999.00
2.10d - PARACLETE APC COMPLETE VEST WITH AXBIIIA BALLISTICS INCLUDES KWIQ-CLIPS, (2) MD 40260SA LEVEL III RIFLE PLATES, RADIO POUCH, MEDICAL POUCH, HYDRATION POUCH, AND CHOICE OF SIX OTHER PARACLETE POUCHES		\$4,311.00
2.10e - PARACLETE APC COMPLETE VEST WITH AXBIIIA BALLISTICS INCLUDES KWIQ-CLIPS, (2) LG 40260SA LEVEL III RIFLE PLATES, RADIO POUCH, MEDICAL POUCH, HYDRATION POUCH, AND CHOICE OF SIX OTHER PARACLETE POUCHES		\$4,369.00
2.10f - PARACLETE APC COMPLETE VEST WITH AXBIIIA BALLISTICS INCLUDES KWIQ-CLIPS, (2) XL 40260SA LEVEL III RIFLE PLATES, RADIO POUCH, MEDICAL POUCH, HYDRATION POUCH, AND CHOICE OF SIX OTHER PARACLETE POUCHES		\$4,485.00
2.10g - PARACLETE ARMIS COMPLETE VEST WITH AXBIIIA BALLISTICS INCLUDES KWIQ-CLIPS, (2) 8X10" OMEGA LEVEL III ICW RIFLE PLATES, RADIO POUCH, MEDICAL POUCH, HYDRATION POUCH, AND CHOICE OF SIX OTHER PARACLETE POUCHES		\$3,835.00
2.10h - PARACLETE ARMIS COMPLETE VEST WITH AXBIIIA BALLISTICS INCLUDES KWIQ-CLIPS, (2) 10X12" OMEGA LEVEL III ICW RIFLE PLATES, RADIO POUCH, MEDICAL POUCH, HYDRATION POUCH, AND CHOICE OF SIX OTHER PARACLETE POUCHES		\$4,137.00
2.10i - PARACLETE ARMIS COMPLETE VEST WITH AXBIIIA BALLISTICS INCLUDES KWIQ-CLIPS, (2) 11X14" OMEGA LEVEL III ICW RIFLE PLATES, RADIO POUCH, MEDICAL POUCH, HYDRATION POUCH, AND CHOICE OF SIX OTHER PARACLETE POUCHES		\$4,405.00
2.10j - PARACLETE ARMIS COMPLETE VEST WITH AXBIIIA BALLISTICS INCLUDES KWIQ-CLIPS, (2) MD 40260SA LEVEL III RIFLE PLATES, RADIO POUCH, MEDICAL POUCH, HYDRATION POUCH, AND CHOICE OF SIX OTHER PARACLETE POUCHES		\$4,717.00
2.10k - PARACLETE ARMIS COMPLETE VEST WITH AXBIIIA BALLISTICS INCLUDES KWIQ-CLIPS, (2) LG 40260SA LEVEL III RIFLE PLATES, RADIO POUCH, MEDICAL POUCH, HYDRATION POUCH, AND CHOICE		\$4,775.00

OF SIX OTHER PARACLETE POUCHES				
2.10 i - PARACLETE ARMIS COMPLETE VEST WITH AXBIIIA BALLISTICS				\$4,833.00
INCLUDES KWIQ-CLIPS, (2) XL 40260SA LEVEL III RIFLE PLATES,				
RADIO POUCH, MEDICAL POUCH, HYDRATION POUCH, AND CHOICE				
OF SIX OTHER PARACLETE POUCHES				
2.11a - PARACLETE APC BASE VEST WITH AXBIIIA BALLISTICS				\$2,211.00
INCLUDES KWIQ-CLIPS, (2) 8X10" OMEGA ICW LEVEL III RIFLE PLATES,				
RADIO POUCH, MEDICAL POUCH, HYDRATION POUCH, AND CHOICE				
OF SIX OTHER PARACLETE POUCHES				
2.11b - PARACLETE APC BASE VEST WITH AXBIIIA BALLISTICS				\$2,513.00
INCLUDES KWIQ-CLIPS, (2) 10X12" OMEGA ICW LEVEL III RIFLE PLATES,				
RADIO POUCH, MEDICAL POUCH, HYDRATION POUCH, AND CHOICE				
OF SIX OTHER PARACLETE POUCHES				
2.11c - PARACLETE APC BASE VEST WITH AXBIIIA BALLISTICS				\$2,781.00
INCLUDES KWIQ-CLIPS, (2) 11X14" OMEGA ICW LEVEL III RIFLE PLATES,				
RADIO POUCH, MEDICAL POUCH, HYDRATION POUCH, AND CHOICE				
OF SIX OTHER PARACLETE POUCHES				
2.11d - PARACLETE APC BASE VEST WITH AXBIIIA BALLISTICS				\$3,093.00
INCLUDES KWIQ-CLIPS, (2) MD 40260SA LEVEL III RIFLE PLATES,				
RADIO POUCH, MEDICAL POUCH, HYDRATION POUCH, AND CHOICE				
OF SIX OTHER PARACLETE POUCHES				
2.11e - PARACLETE APC BASE VEST WITH AXBIIIA BALLISTICS				\$3,151.00
INCLUDES KWIQ-CLIPS, (2) LG 40260SA LEVEL III RIFLE PLATES,				
RADIO POUCH, MEDICAL POUCH, HYDRATION POUCH, AND CHOICE				
OF SIX OTHER PARACLETE POUCHES				
2.11f - PARACLETE APC BASE VEST WITH AXBIIIA BALLISTICS INCLUDES				
KWIQ-CLIPS,				\$3,209.00
(2) XL 40260SA LEVEL III RIFLE PLATES, RADIO POUCH, MEDICAL POUCH,				
HYDRATION POUCH, AND CHOICE OF SIX OTHER PARACLETE POUCHES				
2.11g - PARACLETE ARMIS BASE VEST WITH AXBIIIA BALLISTICS				\$2,559.00
INCLUDES KWIQ-CLIPS, (2) 8X10" OMEGA LEVEL III ICW RIFLE PLATES,				
RADIO POUCH, MEDICAL POUCH, HYDRATION POUCH, AND CHOICE				
OF SIX OTHER PARACLETE POUCHES				
2.11h - PARACLETE ARMIS BASE VEST WITH AXBIIIA BALLISTICS				\$2,861.00
INCLUDES KWIQ-CLIPS, (2) 10X12" OMEGA LEVEL III ICW RIFLE PLATES,				
RADIO POUCH, MEDICAL POUCH, HYDRATION POUCH, AND CHOICE				
OF SIX OTHER PARACLETE POUCHES				
2.11i - PARACLETE ARMIS BASE VEST WITH AXBIIIA BALLISTICS				\$3,129.00
INCLUDES KWIQ-CLIPS, (2) 11X14" OMEGA LEVEL III ICW RIFLE PLATES,				
RADIO POUCH, MEDICAL POUCH, HYDRATION POUCH, AND CHOICE				
OF SIX OTHER PARACLETE POUCHES				

2.11j - PARACLETE ARMIS BASE VEST WITH AXBIIIA BALLISTICS INCLUDES KWIQ-CLIPS, (2) MD 40260SA LEVEL III RIFLE PLATES, RADIO POUCH, MEDICAL POUCH, HYDRATION POUCH, AND CHOICE OF SIX OTHER PARACLETE POUCHES				\$3,441.00
2.11k - PARACLETE ARMIS BASE VEST WITH AXBIIIA BALLISTICS INCLUDES KWIQ-CLIPS, (2) LG 40260SA LEVEL III RIFLE PLATES, RADIO POUCH, MEDICAL POUCH, HYDRATION POUCH, AND CHOICE OF SIX OTHER PARACLETE POUCHES				\$3,499.00
2.11l - PARACLETE ARMIS BASE VEST WITH AXBIIIA BALLISTICS INCLUDES KWIQ-CLIPS, (2) XL 40260SA LEVEL III RIFLE PLATES, RADIO POUCH, MEDICAL POUCH, HYDRATION POUCH, AND CHOICE OF SIX OTHER PARACLETE POUCHES				\$3,557.00
2.12a - POINT BLANK LEVEL IIIA / SPIKE 3 COMBINATION VEST WITH TWO STANDARD CONCEAL CARRIERS MODEL #: CB-S3-BIIIA-3				\$930.00
2.12b - POINT BLANK LEVEL IIIA / SPIKE 3 COMBINATION VEST WITH ONE STANDARD CONCEAL CARRIERS MODEL #: CB-S3-BIIIA-3				\$870.00
2.13a - POINT BLANK SPIKE 3 VEST WITH TWO STANDARD CONCEAL CARRIERS MODEL #: S-PL3				\$547.00
2.13b - POINT BLANK SPIKE 3 VEST WITH ONE STANDARD CONCEAL CARRIER MODEL #: S-PL3				\$487.00

ARMOR PLATES				
POINT BLANK, 10024-5X8, 5X8" FEMALE SPEED PLATE				\$89.00
POINT BLANK, 10024-6X8, 6X8" FEMLAE SPEED PLATE				\$105.00
POINT BLANK, 10024-7X10, 7X10" FEMALE SPEED PLATE				\$132.00
POINT BLANK, 10025-5X8, 5X8" MALE SPEED PLATE				\$89.00
POINT BLANK, 10025-8X10, 8X10" SC MALE SPEED PLATE				\$125.00
POINT BLANK, 10025-10X12, 10X12" SC MALE SPEED PLATE				\$162.00
POINT BLANK, 30025-58, 5X8" SPEED PLATE PLUS				\$257.00
POINT BLANK, 30025-79, 7X9" SPEED PLATE PLUS				\$289.00
POINT BLANK, 30025-08, 8X10" SPEED PLATE PLUS				\$324.00
POINT BLANK, 30025-01, 10X12" SPEED PLATE PLUS				\$382.00
POINT BLANK, OMEGA-5X8, 5X8" OMEGA ICW PLATE				\$250.00
POINT BLANK, OMEGA-6X8-FM, 6X8" FEMALE OMEGA ICW PLATE				\$253.70
POINT BLANK, OMEGA-7X9-FM, 7X9" FEMALE OMEGA ICW PLATE				\$315.00
POINT BLANK, OMEGA-8X10, 8X10" OMEGA ICW PLATE				\$348.00
POINT BLANK, OMEGA-10X12, 10X12" OMEGA ICW PLATE				\$502.00
POINT BLANK, OMEGA-XL, 11X14" OMEGA ICW PLATE				\$638.00
POINT BLANK, OMEGA-PLUS-8X10, 8X10" OMEGA PLUS ICW PLATE				\$234.00

POINT BLANK, OMEGA-PLUS-10X12, 10X12" OMEGA PLUS ICW PLATE			\$273.00
POINT BLANK, 40260SA-MD-CD, 40260 ESAPI STAND ALONE PLATE MEDIUM			\$797.00
POINT BLANK, 40260SA-LG-CD, 40260 ESAPI STAND ALONE PLATE LARGE			\$826.00
POINT BLANK, 40260SA-XL-CD, 40260 ESAPI STAND ALONE PLATE X-LARGE			\$856.00

BALLISTIC HELMETS**Ballistic Helmets - OPTION I**

2.14-I-a - UNITED SHIELD, SPECOPSROUGE-IIIA, LIGHTWEIGHT SPEC OPS ROUGE HELMET			\$885.00
2.14-I-b - PARACLETE, HLMBOAD201, OPERATOR ELITE HELMET			\$632.00
2.14-I-c - OPS CORE, A144010000, FAST LE HELMET			\$882.00

Ballistic Helmets - OPTION II

2.14-II-a - PARACLETE, HLMBOAMM00, MICH MID CUT W/ 7 PAD SYSTEM AND BOA DIAL HARNESS			\$349.00
2.14-II-b - UNITED SHIELD, ACH-MICH-MIL-MIDCUT-IIIA, MICH MID CUT WITH 7-PAD SYSTEM, BOA DIAL HARNESS, AND GAS MASK EXTENDER			\$349.00
OPTIONAL - UNITED SHIELD MICH MID CUT BALLISTIC HELMET COVER			\$59.00
OPTIONAL - PAULSON DK6-H150 RIOT FACE SHIELD			\$79.00
OPTIONAL - PAULSON DK6-H150S SHORT RIOT FACE SHIELD			\$88.00
OPTIONAL - ATLANTCO 62344, PADDED HELMET BAG			\$24.00

2.0 GENERAL DISCOUNT FROM PUBLISHED CATALOG PRICING**BODY ARMOR/BALLISTIC HELMET RELATED PARTS AND ACCESSORIES**

If you elect to provide the County with blanket discounts, provide the Manufacturer(s), Catalog URL(s), and Discount Percentage(s).

NOTE: PRICE LISTS - available upon request from the contractor

Manufacturer Name	Catalog Website URL	Discount %
POINT BLANK - Concealable armor & accessories	www.pointblankenterprises.com/point-blank-body-armor	51%
POINT BLANK & PARACLETE	www.pointblankenterprises.com/paraclete	48%
Tactical armor, hard armor, shields		
PARACLETE/OPS-CORE	https://www.pointblankenterprises.com/paraclete/fast-le-helmet.html	20%
UNITED SHIELD INTERNATIONAL	www.unitedshield.com	32%

Exhibit B: Scope of Work

FX Tactical is qualified and capable of providing the body armor products as specified in this solicitation. We have provided the same or similar armor products to Maricopa County for several years and have extensive knowledge of the products and services being offered.

Where applicable, items proposed in this solicitation are listed on the NIJ CPL list and comply with current NIJ standards.

Point Blank is the largest domestic body armor manufacturer and is more than capable of producing an estimated 200-600 vests per year and delivery within the required 90 day time period.

5.6.2.1.2 Weblinks to products being offered:

<https://www.pointblankenterprises.com/point-blank-body-armor/ballistic-options.html>
<https://www.pointblankenterprises.com/point-blank-body-armor/hi-lite-male.html>
<https://www.pointblankenterprises.com/paraclete/srv.html>
<https://www.pointblankenterprises.com/paraclete/armis.html>
<https://www.pointblankenterprises.com/paraclete/advanced-plate-carrier.html>
<https://www.pointblankenterprises.com/point-blank-body-armor/speed-plates-pbba.html>
<https://www.pointblankenterprises.com/point-blank-body-armor/omega-hard-armor-plate-pbba.html>
<https://www.pointblankenterprises.com/point-blank-body-armor/omega-plus-hard-armor-plate-pbba.html>
<https://www.pointblankenterprises.com/point-blank-body-armor/40260sa.html>
<https://www.pointblankenterprises.com/point-blank-body-armor/operator-elite-pbba.html>
<https://www.pointblankenterprises.com/point-blank-body-armor/paraclete-mich-helmet-pbba.html>
<https://www.pointblankenterprises.com/point-blank-body-armor/fast-le-helmet-pbba.html>
<https://us.unitedshield.com/portfolio-item/achmichmidcut/>

5.6.2.1.3 Products proposed in this solicitation are manufactured by companies that have stringent quality control programs in place. ISO certification and other supporting documentation is attached to the proposal. If requested, each manufacturer will welcome and allow plant visits from representatives of Maricopa County to see the production and quality control process.

Point Blank Enterprises and United Shield International include a \$25 million dollar liability insurance umbrella for all products sold. These insurance certificates will be maintained through the entire term of this contract.

FX Tactical guarantees the fit of each piece of armor sold and will work with the manufacturer to alter or exchange until the officer is satisfied with the fit. This will be done at no charge to the officer of the County.

5.6.2.1.4 Normal delivery time for vests is 45-60 days after receipt of order. Should any issues arise that may cause delays in delivery times, we will communicate that to the agency and will expedite shipping if and when it's needed.

Point Blank produces multiple carrier configurations for different products and has the ability of customize where applicable.

FX Tactical does have the ability to set up an online ordering process, although custom sizing each individual is always the preferred method to ensure a proper fit.

There are currently no concerns that will affect manufacturing or delivery of products.

5.6.2.1.5 FX Tactical has no less than eight employees that are trained in sizing body armor and will be available to do fittings. We will also utilize local manufacturers' representatives if/when needed to help conduct fittings.

There are several options to deal with any post-delivery fit issues. We currently have a retail store in Peoria and are in the process of opening another location in Tempe. By having two locations within Maricopa County, it makes it very easy for the officer to bring their vest/carrier

into one of our locations or we could meet them at an offsite location. We have the ability to make some alterations/adjustments on-site and will work with the manufacturer to expedite any alterations that need to be made at the factory.

5.6.2.1.6 All products proposed for this solicitation are top of the line and utilize some of the best and newest materials available. All soft armor proposed will be considered lightweight and flexible and meet or exceed all requirements listed in this solicitation.

Point Blank has a 24 month warranty to guarantee all products free from defects. Should a warranty issue arise, we will handle anything we could in one of our stores which helps minimize the downtime of the product. If the product needs to be repaired or replaced by the manufacturer, we will work with them to expedite the process.

A copy of warranties, quality control, ISO 9001, and insurance are attached to the response.

**Maricopa County
Bid Specification Package
Revision: 4/25/22**

1. Ballistic Panels

1.1 All materials are new and without flaws that affect appearance, durability and function. The ballistic panels are constructed of a matrix of UD Polyethylene and Woven Aramid fabrics. Self-Suspending Ballistic System™ (SSBS) provides optimal protective coverage. Each ballistic panel is covered in 100% weldable Nylon 210D double wall ripstop with TPU coating.

2. Quality and Warranty

2.1. Quality

Point Blank Body Armor has been successful in securing certification to both Quality (ISO 9001) and Environmental (ISO 14001) Management Standards recognized Internationally and Body Armor 9000 (BA9000), recognized by the National Institute of Justice (NIJ). The Quality Management System (QMS) was developed to provide consistency and conformity in the manufacturing process while meeting requirements of these standards. The QMS promotes continuous improvement in all aspects of business with a focus on enhancing customer satisfaction.

Monitoring systems are in place throughout the assembly process to ensure key product characteristics are met before proceeding to the next steps. Data from these areas is collected in "real time" and analyzed to ensure conformance and facilitate the modification of processes when necessary to achieve requirements. All monitoring and measuring devices used by Point Blank to verify conformance are maintained in a calibration system and traceable to National Institute of Standards and Technology (NIST). Point Blank works diligently to provide the highest quality protective solutions in the world our customers have come to expect.

2.2. Warranty

2.2.1. Warranty Card

Included with the outer shell carrier is a warranty registration card that must be completed and returned to the manufacturer's address posted on the card for the warranty to be effective.

2.2.2. Warranty – Outer Shell Carrier

The outer shell carrier and other non-ballistic components are warranted to be free from material and manufacturing defects for 24 months from the date of issue to the individual user, as verified by the warranty card. During the warranty period, any garment having a manufacturing or material defect, as determined through inspection by an authorized Point Blank Enterprises representative, will be repaired or replaced at no cost to the customer. The outer shell carrier warranty shall be void if the product has been altered, abused, misused, stored improperly, or not cleaned in accordance with cleaning instructions.

2.2.3. **Warranty – Soft Ballistic Component**

The bullet/stab-resistant elements are warranted to perform to their NIJ certified standard for a period of five years from the date of issue to the individual user, as verified by the warranty card.

The bullet/stab-resistant elements of this system have been tested and certified by the National Institute of Justice and passed the compliance requirements of the NIJ Standard for Ballistic Resistance of Personal Body Armor.

The ballistic elements are warranted to be of the same construction and design as the original NIJ certified model listed on the label. During the warranty period, any soft ballistic component having a manufacturing or material defect, as determined through inspection by an authorized Point Blank Enterprises representative, will be repaired or replaced at no cost to the customer.

During the warranty period, should the soft body armor ballistic panel cover be compromised (cut, torn or frayed); it should not be worn and immediately returned to the manufacturer for inspection and repair. If the damage is the result of normal wear and tear, the damage will be repaired free of charge. If however, the damage is the result of improper care, storage or abuse, determined solely by Point Blank Enterprises, then Point Blank Enterprises will advise the owner of recommended repair or replacement costs.

The ballistic/stab-resistant elements of this system will reduce the possibility of serious physical injury to the wearer in the areas covered by the ballistic or stab elements. There should be no expectation of bullet or stab resistance in areas not covered by the ballistic or stab element. The ballistic or stab element is not warranted to be bulletproof or stab proof.

2.2.4. **Warranty Coverage Exception**

The warranty does not cover and is void for:

- Any garment altered or modified in any way other than Point Blank Enterprises authorized factory alterations.
- Any ballistic or stab element that has been altered or modified in any way other than Point Blank Enterprises authorized factory alterations.
- Any ballistic or stab element not in a Point Blank Enterprises outer shell carrier from any of the core brands (Point Blank Body Armor, Protective Apparel Corporation of America (PACA), Protective Products or PARACLETE®) except as approved by Point Blank Enterprises.
- Damage as a result of abuse or misuse.
- Damage as a result of improper storage or maintenance.
- Penetrations as a result of ballistic or stab testing.
- The results of any specific ballistic or stab testing.
- Injury as a result of bullets or other projectiles or instruments not impacting the ballistic or stab element.
- The warranted items herein are expressly in lieu of other warranties, express or implied, including the implied warranties of merchantability, fitness for particular purpose and other warranties arising from a course of dealing, usage or trade.
- There are no warranties, express or implied, including the implied warranty of merchantability, which extend beyond the description on the face hereof. There are no warranties, express or implied, that extend beyond the warranty period set forth herein.

3. **Product Liability Insurance**

Vest manufacturer shall agree to provide a minimum of \$26,000,000 product liability insurance coverage on delivered vests.

4. **Silence of Specifications**

Commercially accepted practices shall apply to any detail not covered in this specification and to any omission of this specification. Any omission or question of interpretation of the specification which affects the ballistic performance or integrity of the soft body armor being offered shall be addressed in writing and submitted with the bid.

5. Labeling

5.1. Material

Label material shall withstand normal wear and cleaning and remain readable during the entire warranted life of the armor or carrier.

5.2. Label Requirements

All soft body armor shall be labeled in strict adherence to the label requirements identified in NIJ Standard 0101.06, Ballistic Resistance of Body Armor, and the NIJ's Compliance Testing Program (CTP).

The ballistic panel label shall include, but not be limited to the following:

- Name of Manufacture
- Manufacture Address
- Level of Protection
- NIJ 0101.06
- Date of Manufacture
- Date Issue
- Size
- Serial Number
- Model of Vest
- Care Instructions
- Warranty Period
- Warranty Contact Information

6. Post Certification Retest Policy/Used Vest Evaluation Recommendations

Point Blank Enterprises, Inc. (PBE), which includes Point Blank Body Armor, Protective Apparel Corporation of America (PACA), Protective Products Enterprises (PPE), and PARACLETE, encourage valid body armor testing for the purpose of acceptance testing of new vests, and as a tool to be used to evaluate used body armor replacement cycles. In order to provide our customers with guidance in this area, we offer the following recommendations that may help in providing the tools to make informed decisions in buying new armor as well as replacing used armor.

PBE recognize and recommends properly performed ballistic testing in accordance with NIJ 0101.06 CTP Conformity Assessment Section 7.5 (NIJ BA CTP Application Package: 005) for new armors. All testing will be performed at an NIJ approved ballistic test laboratory. Only bullets listed in NIJ Standard 0101.06 table 10 will be utilized. Each ballistic test shall be conducted on a complete vest and in accordance with NIJ 0101.06 CTP Conformity Assessment Section 7.5 (NIJ BA CTP Application Package: 005). Panels shall be shot against clay backing material, which has been conditioned in accordance with NIJ 0101.06. Prior to each shot, the panel will be placed flat against the clay backing material. For acceptance testing, vest samples shall be new and in unused condition.

6.1. Minimal Sample Size

In order to have valid test data, minimum representative samples should be tested. For new vests acceptance testing the recommended minimum representative sample size should be no less than 3 vests (6 panels). In the case of used vest evaluation testing, the recommended minimum representative sample size should be 5 vests (10 panels). Representative samples should be of the same model and in the case of used vests, the same Wear Rating category.

6.2. New Vest Testing Recommendations

For acceptance testing of new, unused vests, the armor should be expected to have no perforations at the NIJ 0101.06 reference velocities. In addition, BFS will not be measured in accordance with NIJ 0101.06 CTP Conformity Assessment Section 7.5 - NIJ BA CTP Application Package: 005.

6.3. Additional Sample Sets

If there is a perforation of a representative armor sample during the initial testing, then additional samples should be tested to verify the results of the initial testing. It is recommended that three additional samples sets be tested. In order for the representative sample group to be acceptable, there should be no perforations in any of the additional samples sets at the NIJ 0101.06 reference velocities for that class of armor.

7. NIJ 0101.06 Reference Velocities

Refer to Table 4 P-BFS performance test summary chart. Page 46 NIJ Standard 0101.06.

7.1. Used Vest Evaluation

Used body armor evaluations are necessary and will help the consumer or organizational administrator in determining when to replace armor that is past its practical service life. The following information and recommendations are offered and may be useful in making these determinations.

Vests that are in service will experience some loss of ballistic performance as a result of normal wear. The amount of wear or lack of proper care is closely related to the amount of performance loss. Therefore, it is critical that body armor is cared for and stored as recommended by the manufacturer. In addition, armor should be inspected on a regular basis for signs of unusual wear and/or improper care. Armors that are found to be in poor condition should be replaced as soon as possible. In addition, if there are breaks in the ballistic cover (torn, worn through, open seams) the vest should be taken out of service and replaced immediately.

It should be clearly understood that wear rates are not directly related to time in service or length of the manufacturer's warranty. Armor wear is similar to automobile tire wear. Some drivers wear out tires faster than others. Similarly, some officers wear out their vests sooner than others. Vests that are worn out should be replaced regardless of the time it has been service or the length of the manufacturer's warranty.

7.2. Used Vest Inspection and Rating

Due to the potential wear condition variability of used vest samples each vest sample must be inspected on a regular basis for wear condition and any indications of abuse or improper care. After inspection the samples should be Wear Rated according to their condition and if ballistic testing is anticipated, grouped accordingly. The recommended Wear Ratings categories are listed below:

- **Wear Rating #1 - Good condition** - Light wear, no set wrinkles or stains, ballistic cover intact.
- **Wear Rating # 2 - Fair condition** - Moderate wear, some set wrinkles at edges, light staining, and ballistic cover intact.
- **Wear Rating # 3 - Poor condition** - Replacement should be considered if any of the following are present: Heavy wear, set wrinkles, staining of the ballistic cover, breaks in the ballistic cover or open seams.
- **Wear Rating # 4 - Very poor condition** - Should be taken out of service and replaced if any of the following are present: Creases, folds, set wrinkles, staining or signs of mildew or chemical contact, breaks in the ballistic cover, open seams, ballistic cover very worn or worn through.

7.3. Used Vest Degradation

If ballistic testing is conducted, it should be expected that used vest samples will show some performance degradation over new unused vest samples. It should also be expected that some used vest samples will show performance degradation that may be below the NIJ 0101.06 reference velocity for new vests. Although this may be the case in some used vest samples, it should be understood that actual street threat velocities are lower than the NIJ 0101.06 reference velocity according to manufacturer's published literature.

7.4. Manufacturers Bullet / Cartridge Muzzle Velocities

Caliber	Bullet	Muzzle Velocity	Manufacturer
40 S&W	180 Gr. FMJ	985 FPS	Remington
40 S&W	180 Gr. FMJ	990 FPS	Winchester
40 S&W	180 Gr. FMJ	985 FPS	American Eagle
9MM	124 Gr. FMJ	1100 FPS	Remington
9MM	124 Gr. FMJ	1140 FPS	Winchester
9MM	124 Gr. FMJ	1120 FPS	American Eagle
357 Mag.	158 Gr. JSP	1235 FPS	Remington
357 Mag.	158 Gr. JSP	1235 FPS	Winchester
357 Mag.	158 Gr. JSP	1240 FPS	American Eagle
357 Sig.	125 Gr. FMJ	1325 FPS	Remington
357 Sig.	125 Gr. TMJ	1325 FPS	Speer
357 Sig.	125 Gr. FMJ	1350 FPS	American Eagle
44 Mag.	240 Gr. SJHP	1180 FPS	Remington
44 Mag.	240 Gr. SJHP	1180 FPS	Winchester
44 Mag.	240 Gr. SJHP	1230 FPS	Federal

7.5. Recommendation Used Vest Evaluation Testing

Although the NIJ STD 0101.06 makes no direct correlation between "Conditioned Vest testing" and actual used vest service life, the reference velocities for "conditioned" vest could be utilized as a guide for testing used vests. "This protocol will not predict the service life of the vest nor does it simulate an exact period of time in the field." (Pg. 27 NIJ0101.06).

7.6. Used Best Ballistic Performance Expectations

7.6.1. Wear Rating #1, #2 or #3

Good, Fair and Poor Condition - When testing representative sample groups with Wear Ratings of #1, #2 or #3, there should be no perforations below the Conditioned Armor test velocities as set forth in the NIJ 0101.06 Compliance Testing Program. Refer to Table 4 P-BFS performance test summary chart. Page 46 NIJ Standard 0101.06. If there is a perforation of a representative armor sample during the initial testing, then three additional representative sample sets should be tested to verify the results of the initial testing.

If the verification testing results in any additional perforations, then it is recommended that the representative group is replaced by the agency.

7.6.2. Wear Rating #4 – Very poor condition

Since vests in this category should be replaced, there should be no specific expectation of ballistic performance. Although some vests in this category may still provide ballistic protection, tests results will not be consistent and therefore cannot be relied upon.

Hi-Lite Carrier

1. Unique System Features

- 1.1. Patented Self-Suspending Ballistic System (SSBS) prevents ballistic panels from rolling and sagging inside the carrier
- 1.2. Lightweight design naturally flexes to the contours of the body for exceptional maneuverability
- 1.3. Split shoulders to allow easy access to the Self Suspending Ballistic system and reduce rubbing against the neck
- 1.4. Dri-Lex® Moisture Management System moves moisture away from the body
- 1.5. Ergonomically designed optional tails for a tailored fit and appearance with minimal visibility

2. Base System Features

- 2.1. Exterior fabric: Microfiber (Durable Water Repellant – DWR)
- 2.2. Exterior color options: Black (BKA), Navy Blue (BEB), Tan (TNA), White (WHA)
- 2.3. Interior fabric: Dri-Lex® Bandolero and Microfiber
- 2.4. Bottom internal ballistic opening with zipper closure

- 2.5. Heat transfer logo wording "Point Blank"
- 2.6. Trauma insert pockets accommodate Speed Plates and soft trauma packs
- 2.7. Front adjustable side hook/loop closure
- 2.8. Hook/loop shoulder adjustment
- 2.9. Adjustable side straps offer 8-Point adjustability

3. Optional System Features

- 3.1. Additional Microfiber carriers
- 3.2. Trauma packs, blade plate and Speed Plate inserts
- 3.3. 4"x12" removable side straps
- 3.4. Removable elastic cumberbund
- 3.5. Tail / No Tail
- 3.6. Thor-Shield®

4. Ballistic System Performance

- 4.1. Protection level options include:
 - 4.1.1. NIJ-Standard-0101.06 Level II – IIIA
 - 4.1.2. NIJ-Standard-0115.00 Spike
 - 4.1.3. Combo packages
- 4.2. For more details refer to the ballistic specifications

5. Manufacturing Standards

All manufacturing processes follow the American Standards for Testing and Materials (ASTM) listed below as they apply to textile manufacturing and measuring. Every product is subjected to strict quality standards beginning with close inspections of fabric and other raw material when they are received. In-process quality monitoring continues as fabric and trim items are cut and manufactured into finished goods. A final inspection of each product insures full compliance with standards and a quality product for the customer.

ASTM D-204 - Sewing Threads

ASTM D-6193 - Standard Practice for Stitches & Seam

ASTM D-1777 - Standard Method for Testing Thickness of Textile Materials

ASTM D-3776 - Mass per Unit Area (Weight) of Woven Fabric

ANSI/ISO/ASQ Q9001:2015 with BA9000 rev 2 Certification

6. Quality Management System

Point Blank Body Armor was successful in securing certification to both Quality (ISO 9001) and Environmental (ISO 14001) Management Standards recognized internationally and Body Armor 9000 (BA 9000). Recognized by the National Institute of Justice (NIJ), The Quality Management System (QMS) was developed to provide consistency and conformity in the manufacturing process while meeting requirements of these standards. The QMS promotes continuous improvement in all aspects of business with a focus on enhancing customer satisfaction.

Monitoring systems are in place throughout the assembly process to ensure key product characteristics are met before proceeding to the next steps. Data from these areas is collected in "real time" and analyzed to ensure conformance and facilitate the modification of processes when necessary to achieve requirements. All monitoring and measuring devices used by Point Blank to verify conformance are maintained in a calibration system and traceable to National Institute of Standards and Technology (NIST). Point Blank works diligently to provide the highest quality protective solutions in the world our customers have come to expect.

7. Sizes

- 7.1. Carrier: Available in sizes 48-72:S3, S2, S1, R, L1, L2, L3, L4, L5; 34-72: S2, S1, R, L1, L2, L3, L4, L5
- 7.2. Plates: All sizes can accommodate 6" x 8" and 7" x 9" Speed Plate

8. Ballistic Labeling

- 8.1. Label material will withstand normal wear and cleaning and remain readable during the entire warranted life of the armor or carrier

8.2. All soft body armor is labeled in strict adherence to the labeling requirement set forth in NIJ-Standard-0101.06

8.3. Serial number assignments and marking of all ballistic components insure full traceability from receipt by the manufacturing facility through testing, assembly, and issue to the individual customer. The ballistic panel labeling shall include, but not be limited to the following:

- Name of Manufacturer
- Level of Protection
- NIJ-STD-0101.06
- Date of Manufacture
- Date of Issue
- Size
- Serial Number
- Model of Vest
- Manufacture Location
- Care Instructions
- Warranty Period

9. Carrier Labeling

9.1. Label material will withstand normal wear and cleaning

9.2. The label will remain readable during the entire warranted life of the carrier

9.3. The label shall include, but not limited to the following:

- Name of Manufacturer
- Fabric Content
- Size
- Care Instructions
- Protection Warning

10. Warranty

Refer to the Standard Warranty

**Research and Development
Product Specification Form
A-Series Ballistic System**

AXBIIIA Ballistics

NIJ Certification

AXBIIIA satisfies the requirements of NIJ-Standard-0101.06 Level IIIA and the Compliance Testing Program.

AXBIIIA weight is .79 pounds per square foot. The AD has been calculated using the American Society for Testing and Materials (ASTM) 3773 and D 3774. Thickness is 0.19 inches.

NIJ Compliance Test Data - Protection Level Specifications.

Threat 1-Low Caliber

Model / Test ID #	Cert Size (C1-C5)	New 357 Sig V50 (fps/mps)		Conditioned 357 Sig V50 (fps/mps)		New 357 Sig BFS (mm/in)		Conditioned 357 Sig BFS (mm/in)		Certification Date	Berry (Yes/No)
AXBIIIA	C1	1863	568	1821	555	31.0	1.22	29.9	1.18	1/17/2016	Y
	C5					26.3	1.04	26.8	1.06		

Threat 2 - High Caliber

Model/ Test ID #	Cert Size (C1-C5)	New 44 Mag V50 (fps/mps)		Conditioned 44 Mag V50 (fps/mps)		New 44 Mag BFS (mm/in)		Conditioned 44 Mag BFS (mm/in)		Certificati on Date	Berry (Yes/No)
AXBIIIA	C 1	1713	522	1688	515	38.03	1.50	36.47	1.44	1/17/2016	Y
	C 5					34.78	1.37	32.62	1.28		

Special Threat Test Summary Results (V50)

Model No.	9-mm, 124- grain FMJ	9-mm, 127- grain SXT	.357 SIG GDH P	.22- cal, 17- grain FSP V2	2- grain RCC	4- grain RCC	16-grain RCC	64-grain RCC	.357- mag., 158-grain JSP
AXBIIIA	2035	1931	1862	1966	2855	2523	2151	1788	1548

Special Threat Testing

The ballistic resistance test was performed at an NIJ independent laboratory using the following threats:

- 9mm NATO, 124-grain full metal jacketed (FMJ) projectiles
- 9-mm, 147-grain jacketed hollow point (JHP) projectiles
- 9mm-127- grain supreme expansion technology (SXT) projectiles
- 5.7X28 mm, 27-grain SS195 lead free hollow point (LFHP) projectiles
- 357 SIG., 125-grain Gold Dot Hollow Point (GDHP) projectiles
- 2-,4-,16-, and 64-grain right circular cylinder (RCC) projectiles
- .22-cal., 17-grain fragment simulating projectiles (FSP)
- 9-mm Fiocchi, 115-grain FMJ projectiles
- 9-mm Wolf, 115-grain FMJ projectiles
- 9-mm, 127-grain supreme expansion technology (SXT) projectiles
- 5.70 x 28-mm, 27-grain SS195 lead free hollow point (LFHP) projectiles
- .40-cal., 165-grain S+W Speer gold dot hollow point (GDHP) projectiles
- .45 Auto, 230-grain brass jacketed hollow point (BIHP) projectiles
- 12-gauge, 2 ¾ -in mag., 1oz. Slug projectiles

The AXBIIIA has been tested in accordance with FBI Test Protocol 4.1 and LAPD test protocol.

Ballistic Panel Materials

All materials shall be new without flaws that affect appearance, durability, and function. The ballistic panels shall be constructed of a matrix of Woven Aramid and UD Polyethylene fabrics. No other ballistic material shall be used.

Ballistic Panel Cover Material

Each ballistic panel shall be covered in 100% weldable Nylon 200D double wall Ripstop with TPU coating.

Panel Construction

All submitted vests shall have uniform layer count throughout the entire ballistic panel. If not, the vests shall be rejected.

The projectiles were fired from a universal receiver, which was fitted with the appropriate barrel and mounted on a Chesapeake Testing mount.

i The areal density of ballistic materials, especially para-aramid, for ballistic and stab/spike resistance systems may be affected by as much as 5% by ambient atmospheric conditions including, but not limited to relative humidity and temperature. Therefore, when calculating areal density of ballistic systems PBE, Inc. uses ASTM method 3773 and 3774. All weighing tests was performed in the standard atmosphere for testing textiles ($21\pm1^{\circ}\text{C}$ ($70\pm2^{\circ}\text{F}$), $65\pm2\%$ RH). (Dry weight is used for woven aramids). Dry weight is defined as the areal density of the fabric after 80% or more of moisture has been removed from the material.

AXIIIA Ballistic System

NIJ Certification

AXIIIA-1 satisfies the requirements of NIJ-Standard-0101.06 Level IIIA and the Compliance Testing Program.

AXIIIA-1 weight is 0.92 pounds per square foot. Thickness is 0.22 inches.

NIJ Compliance Test Data - Protection Level Specifications

Threat 1 - Low Caliber

Model No.	Cert Size (C1-C5)	New .357 Sig V50 (fps/mps)		Conditioned .357 Sig V50 (fps/mps)		New .357 Sig BFS (mm/in)		Conditioned .357 Sig BFS (mm/in)		Certification Date	Berry Yes/No
AXIIIA- 1	C1	1882	573.6	1824	556.0	32.29	1.27	27.90	1.10	5/30/2019	Y
	C5					27.53	1.08	23.32	0.92		

Threat 2 - High Caliber

Model No.	Cert Size (C1-C5)	New .44 Mag V50 (fps/mps)		Conditioned .44 Mag V50 (fps/mps)		New .44 Mag BFS (mm/in)		Conditioned .44 Mag BFS (mm/in)		Certification Date	Berry Yes/No
AXIIIA- 1	C1	1818	554.1	1688	514.5	40.80	1.61	36.78	1.45	5/30/2019	Y
	C5					35.68	1.40	33.08	1.30		

Special Threats

Model No.	Sample Size	5.7x28mm, 28gr SS195 (L.F. HP) (fps/mps)		5.7x28mm, 40gr SS197 (Hornady V-Max) (fps/mps)		Wolf 9mm 115gr FMJ (Bi-Metal Jacket) (fps/mps)	
AXIIIA-1	15x15	17.73	0.70	18.87	0.74	22.00	0.87

Fragmentation

Model No.	Sample Size	17gr FSP V50 (fps/mps)		2gr RCC V50 (fps/mps)		4gr RCC V50 (fps/mps)		16gr RCC V50 (fps/mps)		64gr V50 (fps/mps)		Backing Material
AXIIIA-1	15x15	2042	622.4	2924	891.2	2618	798.0	2129	648.9	1886	574.9	Air

i The areal density of ballistic materials, specially para-aramid, for ballistic and stab/spike resistance systems may be affected by as much as 10% by ambient atmospheric conditions including, but not limited to relative humidity and temperature. Therefore, when calculating areal density of ballistic systems PBE, Inc. uses "dry weight." Dry weight is defined as the areal density of the fabric after all moisture has been removed from the material.

Research and Development

Product Specification Form

AX-SERIES BALLISTIC SYSTEM LEVEL II

Ballistic Panel Materials

All materials shall be new without flaws that affect appearance, durability, and function. The ballistic panels shall be constructed of a matrix of Woven Aramid and UD Polyethylene fabrics. No other ballistic material shall be used.

Ballistic Panel Cover Material

Each ballistic panel shall be covered in 100% weldable Nylon 210D double wall ripstop with TPU coating.

Panel Construction

All submitted vests shall have uniform layer count throughout the entire ballistic panel. If not, the vests shall be rejected.

Research and Development

Product Specification Form

AX-SERIES BALLISTIC SYSTEM LEVEL II

NIJ Certification

AXII satisfies the requirements of NIJ-Standard-0101.06 Level II and the Compliance Testing Program. AXII weight is 0.63 pounds per square foot. Thickness is 0.18 inches.

NIJ Compliance Test Data - Protection Level Specifications

Threat 1 - Low Caliber

Model No.	Cert Size (C1-C5)	New 9mm V50 (fps/mps)		Conditioned 9mm V50 (fps/mps)		New 9mm BFS (mm/in)		Conditioned 9mm BFS (mm/in)		Certification Date	Berry (Yes/No)
AXII	C1	1794	547	1659	506	31.62	1.24	30.85	1.21	01/10/2014	N
	C5					30.93	1.22	26.53	1.04		

Threat 2 - High Caliber

Mode I No.	Cert Size (C1-C5)	New 357Mag V50 (fps/mps)		Conditioned 357Mag V50 (fps/mps)		New 357Mag BFS (mm/in)		Conditioned 357Mag BFS (mm/in)		Certification Date	Berry (Yes/No)
AXII	C1	1761	537	1565	477	36.47	1.44	36.00	1.42	01/10/2014	N
	C5					31.20	1.23	29.85	1.18		

Special Threat Test Summary Results (V50)

Model No.	Sample Size	.357 SIG 125 gr GDHP V0 (mm/in)		.357 SIG 125 gr GDHP V50 (fps/mps)		9mm 124 gr GDHP V0 (mm/in)		9mm 124 gr GDHP V50 (fps/mps)	
AXII	MC Large Regular	29.03	1.14	1603	488.4	27.57	1.09	1615	492.1

Model No.	Sample Size	2 gr RCC V50 (fps/mps)		4 gr RCC V50 (fps/mps)		16 gr RCC V50 (fps/mps)		64 gr RCC V50 (fps/mps)		Backing Material
AXII	MC Large Regular	2452	747.4	2302	701.6	1765	538.0	1597	486.8	Clay

Model No.	FBI Compliant	HOSDB Compliant	.357 Sig 125gr. GDHP (clay)	9mm +P+ 127gr. SXT (clay)	9mm Speer +P 124gr. GDHP (clay)
AXII	Yes	Yes	1799	1636	1654

Model No.	Sample Size	2 gr RCC V50 (fps/mps)		4 gr RCC V50 (fps/mps)		16 gr RCC V50 (fps/mps)		64 gr RCC V50 (fps/mps)		Backing Material
AXII	15x15	2572	783.9	2355	717.8	2007	611.7	1739	530.0	Air

Ballistic Panel Materials

All materials shall be new without flaws that affect appearance, durability, and function. The ballistic panels shall be constructed of a matrix of Woven Aramid and UD Polyethylene Dyneema® Force Multiplier Technology fabrics. No other ballistic material shall be used.

Ballistic Panel Cover Material

Each ballistic panel shall be covered in 100% weldable Nylon 210D double wall Ripstop with TPU coating.

i The areal density of ballistic materials, specially para-aramid, for ballistic and stab/spike resistance systems may be affected by as much as 10% by ambient atmospheric conditions including, but not limited to relative humidity and temperature. Therefore, when calculating areal density of ballistic systems PBE, Inc. uses "dry weight." Dry weight is defined as the areal density of the fabric after all moisture has been removed from the material.

Panel Construction

All submitted vests shall have uniform layer count throughout the entire ballistic panel. If not, the vests shall be rejected.

Special Threat Testing

AXII has been tested in accordance with the FBI Body Armor Test Protocol requirements at a NIJ independent ballistic laboratory. The threats used for this ballistic resistance test were:

- 9-mm NATO, 124-grain full metal jacketed (FMJ) projectiles
- 9-mm, 127-grain supreme expansion technology (SXT) projectiles
- .40-cal., 165-grain S&W speer gold dot hollow point (GDHP) projectiles
- .45-cal. Auto, 230-grain brass-jacketed hollow point (BJHP) projectiles
- 9-mm, 147-grain jacketed hollow point (JHP) projectiles

AXII has also been tested in accordance with HOSDB Body Armour Standards for UK Police at an independent ballistic laboratory. The threats used for this ballistic resistance test were:

- 9-mm, 124-grain full metal jacketed (FMJ) projectiles
- .357 Magnum, 158-grain jacketed soft point (JSP) projectiles
- 9-mm Luger +P, 124-grain speer gold dot hollow point (GDHP) projectiles

Projectiles were fired from a universal receiver which was fitted with the appropriate barrel and fastened on an approved mount; unless noted as a contact shot in which projectiles were fired from the appropriate hand gun. All testing was conducted in accordance with NIJ and HOSDB Standards at NTS Wichita.

Research and Development
Product Specification Form
B-SERIES BALLISTIC SYSTEM LEVEL

BIIIA Ballistic Package

BIIIA-2 satisfies the requirements of NIJ-Standard-0101.06 Level IIIA and the Compliance Testing Program.

Data was collected at Chesapeake Testing, NTS. Report No. 2051-819

BIIIA-2 weight is 0.96 pounds per square foot per ASTM D3776 option 3. Thickness is 0.25 inches per ASTM D1777-96.

NIJ Compliance Test Data - Protection Level Specifications
Low Caliber

Model No.	Cert Size (C1-C5)	New .357 Sig V50 (fps/mps)		Conditioned .357 Sig V50 (fps/mps)		New .357 Sig BFS (mm/in)		Conditioned .357 Sig BFS (mm/in)		Certification Date	Berry Yes/No
BIIIA-2	C1	1872	570.6	1808	551.1	28.46	1.12	32.95	1.30	09/23/2020	Y
	C5					23.57	0.93	26.57	1.05		

High Caliber

Model No.	Cert Size (C1-C5)	New .44 Mag V50 (fps/mps)		Conditioned .44 Mag V50 (fps/mps)		New .44 Mag BFS (mm/in)		Conditioned .44 Mag BFS (mm/in)		Certification Date	Berry Yes/No
BIIIA-2	C1	1645	501.4	1657	505.1	38.28	1.51	40.18	1.58	09/23/2020	Y
	C5					31.44	1.24	34.90	1.37		

Special Threats

Model No.	Sample Size	5.7x28 40 gr. SS197SR BFD (mm/in)		5.7x28 27 gr. SS195 BFD (mm/in)		5.7x28 28 gr. SS192 BFD (mm/in)	
BIIIA-2	15x15	22.2	0.9	16.0	0.6	15.7	0.6

Model No.	Sample Size	9mm 115 gr. Wolf BFD (mm/in)		9mm 124 gr. DM41 BFD (mm/in)		9mm 127 gr. SXT +P+ BFD (mm/in)	
BIIIA-2	15x15	25.6	1.0	27.7	1.1	27.3	1.1

Model No.	Sample Size	17 gr. FSP V50 (ft/s - m/s)		12-gauge, 3 in, 1oz Rifled Slug		7.62x25 Tokarev SJLC BFD (mm/in)	
BIIIA-2	15x15	1957	596.5	No Penetration		26.3	1.0

Ballistic Panel Materials

All materials shall be new without flaws that affect appearance, durability, and function. The ballistic panels shall be constructed of a matrix of Woven Aramid and PE UD fabrics. No other ballistic material shall be used.

Ballistic Panel Cover Material

Each ballistic panel shall be covered in 100% weldable Nylon 200D double wall Ripstop with TPU coating.

Panel Construction

All submitted vests shall have uniform layer count throughout the entire ballistic panel. If not, the vests shall be rejected.

i The areal density of ballistic materials, specially para-aramid, for ballistic and stab/spike resistance systems may be affected by as much as 10% by ambient atmospheric conditions including, but not limited to relative humidity and temperature. Therefore, when calculating areal density of ballistic systems PBE, Inc. uses "dry weight." Dry weight is defined as the areal density of the fabric after all moisture has been removed from the material.

NIJ Certification

BII-5 satisfies the requirements of NIJ-Standard-0101.06 Level II and the Compliance Testing Program. BII-5 weight is 0.76 pounds per square foot. Thickness is 0.18 inches.

NIJ Compliance Test Data - Protection Level Specifications**Threat 1 - Low Caliber**

Model No.	Cert Size (C1-C5)	New 9mm V50 (fps/mps)		Conditioned 9mm V50 (fps/mps)		New 9mm BFS (mm/in)		Conditioned 9mm BFS (mm/in)		Certification Date	Berry (Yes/No)
BII-5	C1	1687	514.2	1591	484.9	32.52	1.28	31.82	1.25	01/14/2020	Y
	C5					32.15	1.27	30.27	1.19		

Threat 2 - High Caliber

Model No.	Cert Size (C1-C5)	New 357Mag V50 (fps/mps)		Conditioned 357Mag V50 (fps/mps)		New 357Mag BFS (mm/in)		Conditioned 357Mag BFS (mm/in)		Certification Date	Berry (Yes/No)
BII-5	C1	1677	511.1	1530	466.3	37.16	1.46	38.63	1.52	01/14/2020	Y
	C5					34.35	1.35	35.91	1.41		

Special Threats

Model No.	Sample Size	9mm Wolf, 115gr FMJ BFS (mm/in)		9mm, 127gr SXT +P+		17gr FSP V50 (fps/mps)		9mm, 115gr FMJ V50 (fps/mps)	
BII-5	15x15	35.17	1.38	34.07	1.34	1774	540.7	1916	584.0

Ballistic Panel Materials

All materials shall be new without flaws that affect appearance, durability, and function. The ballistic panels shall be constructed of a matrix of Woven Aramid and UD Polyethylene fabrics. No other ballistic material shall be used.

Ballistic Panel Cover Material

Each ballistic panel shall be covered in 100% weldable Nylon 200D double wall ripstop with TPU coating.

Panel Construction

All submitted vests shall have uniform layer count throughout the entire ballistic panel. If not, the vests shall be rejected.

i The areal density of ballistic materials, specially para-aramid, for ballistic and stab/spike resistance systems may be affected by as much as 10% by ambient atmospheric conditions including, but not limited to relative humidity and temperature. Therefore, when calculating areal density of ballistic systems PBE, Inc. uses "dry weight." Dry weight is defined as the areal density of the fabric after all moisture has been removed from the material.

Standard Carrier

1. Unique System Features

- 1.1. Patented Self-Suspending Ballistic System (SSBS) prevents the ballistic panels from sagging and bunching inside the carrier
- 1.2. Ergonomically designed for a tailored fit, appearance, and minimum visibility
- 1.3. Cross-open shoulder design
- 1.4. Tail/no tail options

2. Base System Features

- 2.1. Carrier exterior fabric: Polycotton, 65% Polyester-35% Cotton
- 2.2. Carrier exterior color options: Navy (BEB), Black (BKA), Tan (TNA), and White (WHA)
- 2.3. Carrier interior fabric: Polycotton, 65% Polyester-35% Cotton
- 2.4. Carrier interior color is the same as exterior color, except for: BEB with Black (BKA) interior, TNA with White (WHA) interior
- 2.5. Available Plate Pockets - 5"x 8", 6" x 8", 7" x 9", and 8"x 10"
- 2.6. One 5"x8" trauma plate (option of soft or steel)
- 2.7. Two 2"x7" Breath-O-Prene® shoulder straps
- 2.8. Four 2"x12" elastic side straps
- 2.9. One elastic cummerbund - 4" x 19" for sizes up to 48 and 4" x 27" for sizes 50 and up
- 2.10. Hidden ballistic zipper opening
- 2.11. VELCRO® brand fastener (low profile) used for side strap attachment points
- 2.12. Adjustable side straps offer 8-point adjustability
- 2.13. Narrow split front tail design provides a secure, less bulky fit. The tail Mesh material improves air flow and breathability. The Mesh fabric is engineered to wick moisture with ease, keeping you cool.

3. Optional System Features

- 3.1. Concealable kit - Two carriers, one ballistic (front and back), and one soft trauma plate
- 3.2. Concealable complete set - One carrier, one ballistic (front and back), and one soft trauma plate
- 3.3. Additional Polycotton carrier
- 3.4. Blade plates
- 3.5. Trauma inserts
- 3.6. 2"x12" removable side straps
- 3.7. Elastic removable cummerbund
- 3.8. R20-D accessory carrier as a tactical option compatible with the concealable ballistics
- 3.9. ThorShield™ adds protection against Taser® or electroshock weapons

4. Ballistic System Performance

- 4.1. Protection level - NIJ-STD-0101.06 Level IIA, II, and IIIA
- 4.2. **Optional:** NIJ-Standard-0115.00 certified spike protection packages with protection levels 1, 2, and 3
- 4.3. For more details refer to the ballistics specifications

5. Manufacturing Standards

All manufacturing processes follow the American Standards for Testing and Materials (ASTM) listed below as they apply to textile manufacturing and measuring. Every product is subjected to strict quality standards beginning with close inspections of fabric and other raw material when they are received. In-process quality monitoring continues as fabric and

trim items are cut and manufactured into finished goods. A final inspection of each product insures full compliance with standards and a quality product for the customer

ASTM D-204 - Sewing Threads
 ASTM D-6193 - Standard Practice for Stitches & Seam
 ASTM D-1777 - Standard Method for Testing
 Thickness of Textile Materials ASTM D-3776 - Mass
 per Unit Area (Weight) of Woven Fabric
 ANSI/ISO/ASQ Q9001-2000 Certification

6. Sizes

Available in sizes 28 through 72 (even numbers)

The length availability varies with size: 28-42: S2, S1, R, L1, L2, L3, L4, and L5
 44-72: S3, S2, S1, R, L1, L2, L3, L4, and L5

7. Ballistic Labeling

- 7.1. Label material will withstand normal wear and cleaning and remain readable during the entire warranted life of the armor or carrier
- 7.2. All soft body armor is labeled in strict adherence to the labeling requirement set forth in NIJ-Standard-0101.06
- 7.3. Serial number assignments and marking of all ballistic components insure full traceability from receipt by the manufacturing facility through testing, assembly, and issue to the individual customer. The ballistic panel labeling shall include, but not be limited to the following:
 - Name of Manufacturer Level of Protection NIJ 0101.06
 - Date of Manufacture Date of Issue
 - Size
 - Serial Number Model of Vest
 - Manufacture Location Care Instructions Warranty Period

8. Stab Resistance Labeling

- 8.1. Label material will withstand normal wear and cleaning and remain readable during the entire warranted life of the armor or carrier
- 8.2. All soft body armor is labeled in strict adherence to the labeling requirement set forth in NIJ-Standard-0115.00
- 8.3. Serial number assignments and marking of all stab resistant components insure full traceability from receipt by the manufacturing facility through testing, assembly, and issue to the individual customer. The stab resistant panel labeling shall include, but not be limited to the following:
 - Name of Manufacture Level of Protection
 - NIJ Standard 0115.00 Requirements Date of Manufacture
 - Size
 - Date of Issue Serial Number Model
 - Lot Number Warning
 - Care Instructions Identification Figure*

Note:

- Edge Blade has a solid blue square with the protection level inside
- Spike has a solid green triangle with the protection level inside



9. Carrier Labeling

- 9.1. Label material will withstand normal wear and cleaning
- 9.2. The label will remain readable during the entire warranted life of the carrier
- 9.3. The label shall include, but not limited to the following:

Name of Manufacturer
 Fabric Content
 Size
 Care Instructions
 Protection Warning

10. Warranty

Refer to the standard warranty

Spike Level 3

NIJ Certification

S-PB-L3 satisfies the requirements of NIJ-Standard-0115.00, Protection Class-Spike Level 3.

S-PB-L3 weight is 0.60 pounds per square foot. Thickness is 0.16 inches.

NIJ Compliance Test Data - Protection Level Specifications

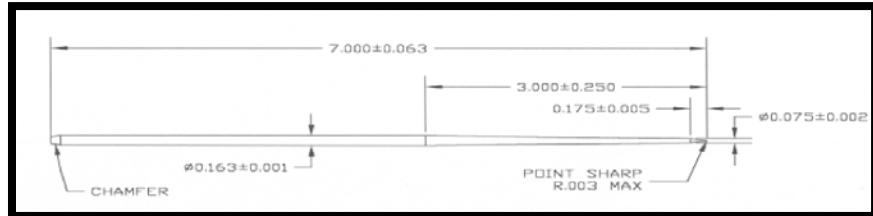
E1 Strike Energy		E2 Over Test Strike Energy		Certification Date	Berry (Yes/No)
J	ft.lb	J	ft.lb		
43±0.6 0	31.7±0.44	65±0.80	47.9±0.5 9	12/07/2010	Yes

Test Criteria

Test No.	Instrument	Strike Angle	Strike Energy
1	Spike	0	E1
2	Spike	0	E2
3	Spike	45	E1

Spike Certification: PASS

Spike Dimensions



Ballistic Panel Materials

All materials shall be new without flaws that affect appearance, durability, and function. The ballistic panels shall be constructed of Kevlar Woven Aramid fiber (correctional technology). No other ballistic material shall be used.

Ballistic Panel Cover Material

Each ballistic panel shall be covered in 100% Nylon 70D, sewable Ripstop fabric.

Panel Construction

All submitted vests shall have uniform layer count throughout the entire ballistic panel. If not, the vests shall be rejected.

NIJ Certification

S-PL3 satisfies the requirements of NIJ-Standard-0115.00, Protection Class-Spike Level 3. S-PL3 weight is 0.56 pounds per square foot. Thickness is 0.14 inches.

NIJ Compliance Test Data - Protection Level Specifications

E1 Strike Energy		E2 Over Test Strike Energy		Certification Date	Berry (Yes/No)
J	ft.lb	J	ft.lb		
43±0.60	31.7±0.44	65±0.80	47.9±0.59	12/07/2010	Yes

Test Criteria

Test No.	Instrument	Strike Angle	Strike Energy
1	Spike	0	E1
2	Spike	0	E2
3	Spike	45	E1

Spike Certification: PASS

Ballistic Panel Materials

All materials shall be new without flaws that affect appearance, durability, and function. The ballistic panels shall be constructed of Kevlar Woven Aramid fiber (correctional technology). No other ballistic material shall be used.

Ballistic Panel Cover Material

Each ballistic panel shall be covered in 100% Nylon 70D, double wall Ripstop heat-seal fabric.

Panel Construction

All submitted vests shall have uniform layer count throughout the entire ballistic panel. If not, the vests shall be rejected. The areal density of ballistic materials, specially para-aramid, for ballistic and stab/spike resistance systems may be affected by as much as 10% by ambient atmospheric conditions including, but not limited to relative humidity and temperature. Therefore, when calculating areal density of ballistic systems PBE, Inc. uses "dry weight." Dry weight is defined as the areal density of the fabric after all moisture has been removed from the material.

i. The areal density of ballistic materials, specially para-aramid, for ballistic and stab/spike resistance systems may be affected by as much as 10% by ambient atmospheric conditions including, but not limited to relative humidity and temperature. Therefore, when calculating areal density of ballistic systems PBE, Inc. uses "dry weight." Dry weight is defined as the areal density of the fabric after all moisture has been removed from the material.

SRV Vest w/Quik-Clip®

Revision: 2/26/19

1. Unique System Features

- 1.1. Can be fitted with optional 2 point trigger release system
- 1.2. Additional front and back panels can be purchased separately
- 1.3. Quik-Clip® front closure
- 1.4. Buckle on front flap and back panel, with 3-mag retention inserts in front flap panel
- 1.5. Hidden, ambidextrous radio pouches on each side.

2. Base System Features

- 2.1. Carrier exterior fabric: 500 Denier, 100% Nylon Cordura®
 - 2.1.1. Carrier exterior color options: Ranger Green (GNR), Multicam (MUC), Coyote (COY), OD

Green (GND), and Black (BKA), Wolf Gray (GYW)

2.2. Carrier interior fabric: Hypalon® and Tweave®

2.2.1. Carrier interior color options: Coyote (COY) and Black (BKA)

2.3. Front and back bottom internal loading plate pockets with 3" hook and loop flap closure

2.4. Plate pocket sizes:

2.4.1. Front (shooter's cut) and back (shooter's cut or rectangle10x12) plates, Style Dependent

2.4.2. Side: 6"x6"

2.5. Internal bottom loading soft ballistics pockets with 1 ½" hook and loop closure

2.6. Two- point adjustable shoulder straps

2.7. Reinforced "Man-Down", A frame drag handle

2.8. Internal removable 2" piece 4" adjustable elastic belly band, with 4" hook and loop adjustable closure for load bearing stabilization

2.9. External MOLLE compatible cummerbund with plastic stiffener and optional ballistic inserts

2.10. Buckle on front and rear panels

2.11. Maximum 360° MOLLE compatible

2.12. Front center 3" x 9" webbing loop for optional ID attachment with hidden Admin Pouch

2.13. Modular ambidextrous shoulder quick release system

2.14. Removable shoulder cable channel with VELCRO® Brand Fastener and metal hook attachment system

3. Optional System Features

3.1. Plate backer ballistics

3.2. Removable throat and collar protector with ballistics

3.3. Removable shoulders and traps with ballistics

3.4. Removable biceps protectors with ballistics

3.5. Cummerbund with optional ballistics, bungee laced in back, optional side plate pockets

3.6. Removable groin protector with ballistics

3.7. Removable **Lower** abdominal and back extensions with ballistics

3.8. Shoulder protectors with VELCRO® Brand Fastener hook and loop, and snaps for maximum adjustability

4. Ballistic System Performance

4.1. Protection level options are NIJ-STD-0101.05 Level IIIA, and NIJ-STD-0101.06 Level II, IIIA

4.2. Ballistics packages: AXBIIIA

4.3. All the packages are certified from C1 to C5

4.4. Refer to the ballistics specifications

5. Manufacturing Standards. All manufacturing processes follow the American Standards for Testing and Materials (ASTM) listed below as they apply to textile manufacturing and measuring. Every product is subjected to strict quality standards beginning with close inspections of fabric and other raw material when they are received. In-process quality monitoring continues as fabric and trim items are cut and manufactured into finished goods. A final inspection of each product insures full compliance with standards and a quality product for the customer.

- ASTM D-204 - Sewing Threads
- ASTM D-6193 - Standard Practice for Stitches & Seams
- ASTM D-1777 - Standard Method for Testing Thickness of Textile Materials
- ASTM D-3776 - Mass per Unit Area (Weight) of Woven Fabric
- ANSI/ISO/ASQ Q9001-2000 Certification

6. Quality Management System. Point Blank Body Armor was successful in securing registration to ISO9001:2008 Standards in 2009. The Quality Management System developed to support this international quality standard embraces the concept of "continuous improvement" and a closed loop set of checks and balances on key product characteristics

and key company performance measurements. Data is gathered on a "real time" basis and is analyzed routinely to ensure that the manufacturing processes are achieving the desired results. Products are analyzed throughout the processes to ensure the required product design performance required is achieved. The most current and innovative techniques and equipment are utilized in each of the analysis methods. All measurement devices are in a calibration system that is traceable to the National Institute of Testing and Standards to ensure the accuracy of the data. Point Blank Body Armor works tirelessly to ensure that a world class product is provided.

7. Sizes

Available in sizes: SM, MD, LG, XL, LGL1, and LG1L1. The external cummerbund is available in two sizes: SM/MD and LG/XL

8. Ballistic Labeling

- 8.1. Label material will withstand normal wear and cleaning and remain readable during the entire warranted life of the armor or carrier
- 8.2. All soft body armor is labeled in strict adherence to the labeling requirement set forth in NIJ-Standard-0101.04 Interim Requirement 2005 Revision
- 8.3. Serial number assignments and markings of all ballistic components insure full traceability from receipt by the manufacturing facility through testing, assembly, and issue to the individual customer. The ballistic panel labeling shall include, but not be limited to the following:
 - Name of Manufacturer
 - Level of Protection
 - NIJ.04 I.R. 2005
 - Date of Manufacture
 - Date of Issue
 - Size
 - Serial Number
 - Model of Vest
 - Manufacture Location
 - Care Instructions
 - Warranty Period

9. Carrier Labeling

- 9.1. Label material will withstand normal wear and cleaning
- 9.2. The label will remain readable during the entire warranted life of the carrier
- 9.3. The label shall include, but not limited to the following:
 - Name of Manufacturer
 - Fabric Content
 - Size
 - Care Instructions
 - Protection Warning

10. Warranty

Refer to the standard warranty

Advanced Plate Carrier (APC)

Revision: 4/12/22

1. Unique System Features
 - 1.1. Modular optional ambidextrous shoulder attachment quick release system (center, right or left pull)
 - 1.2. Scalable with optional groin, lower ab, lower back, throat, trap collar, yoke and bicep protection
 - 1.3. Accepts MBAV shaped ballistic panels
 - 1.4. Removable front flap MOLLE compatible
 - 1.5. Quik-Clip closing system

2. Base System Features

- 2.1. Carrier exterior fabric: 500 Denier, 100% Nylon
 - 2.1.1. Carrier exterior color options: Ranger Green (GNR), Multicam (MUC), Coyote (COY), OD Green (GND), and Black (BKA), Wolf Gray (GYW), LAPD Midnight Navy (BEL)
- 2.2. Carrier interior fabric: 520E Tweave
 - 2.2.1. Carrier interior color options: see exterior color options
- 2.3. Front and back bottom internal loading plate pockets with 3" hook and loop flap closure
- 2.4. Plate pocket sizes:
 - 2.4.1. Front and back hold 8x10 or 10x12 plates, Style / Size Dependent
 - 2.4.2. Side: 6"x6"
- 2.5. Internal bottom loading soft ballistics pockets with 1 ½" hook and loop closure
- 2.6. Kangaroo Pocket with 3 x M4 magazine capacity
- 2.7. Reinforced "Man-Down" strap
- 2.8. Admin Pouch
- 2.9. External MOLLE compatible cummerbund with plastic stiffener
- 2.10. Bungee lace adjustable cumberbunds
- 2.11. Maximum 360° MOLLE compatible
- 2.12. Front center 3" x 6" webbing loop for ID attachment; 1"x6" Name Plaque
- 2.13. PYY / Chest Rig webbing, cable routing
- 2.14. Removable shoulder cable channel with VELCRO® Brand Fastener and metal hook attachment system

3. Optional System Features

- 3.1. Front removable front flap with kangaroo pocket
- 3.2. Removable throat protector
- 3.3. Removable collar protector
- 3.4. Removable biceps protectors
- 3.5. Removable Trap protector
- 3.6. Removable ballistic yoke
- 3.7. Lower abdominal protector that can also be used as a lower back protector.
- 3.8. Shoulder protectors with VELCRO® Brand Fastener hook and loop, and snaps for maximum adjustability
- 3.9. Side plate pockets

4. Ballistic System Performance

- 4.1. Protection level options are NIJ-STD-0101.05 Level IIIA, and NIJ-STD-0101.06 Level II, IIIA
- 4.2. Ballistics packages: AXBIIIA
- 4.3. All the packages are certified from C1 to C5
- 4.4. Refer to the ballistics specifications

5. Manufacturing Standards. All manufacturing processes follow the American Standards for Testing and Materials (ASTM) listed below as they apply to textile manufacturing and measuring. Every product is subjected to strict quality standards beginning with close inspections of fabric and other raw material when they are received. In-process quality monitoring continues as fabric and trim items are cut and manufactured into finished goods. A final inspection of each product insures full compliance with standards and a quality product for the customer.

- ASTM D-204 - Sewing Threads
- ASTM D-6193 - Standard Practice for Stitches & Seams
- ASTM D-1777 - Standard Method for Testing Thickness of Textile Materials
- ASTM D-3776 - Mass per Unit Area (Weight) of Woven Fabric
- ANSI/ISO/ASQ Q9001-2000 Certification

6. Quality Management System. Point Blank Body Armor was successful in securing certification to both Quality (ISO 9001) and Environmental (ISO 14001) Management standards recognized internationally and Body Armor 9000 (BA9000), recognized by the National Institute

of Justice (NIJ). The Quality Management System (QMS) was developed to provide consistency and conformity in the manufacturing process while meeting requirements of these standards. The QMS promotes continuous improvement in all aspects of business with a focus on enhancing customer satisfaction.

Monitoring systems are in place throughout the assemble process to ensure key product characteristics are met before proceeding to the next steps. Data from these areas is collected in "real time" and analyzed to ensure conformance and facilitate the modification of processes when necessary to achieve requirements. All monitoring and measuring devices used by Point Blank Enterprises to verify conformance are maintained in a calibration system and traceable to National Institute of Standards and Technology (NIST). Point Blank Enterprises works diligently to provide the highest quality protective solutions in the world our customers have come to expect.

7. Sizes

Available in sizes: SM, MD, LG, XL

8. Ballistic Labeling

8.1. Label material will withstand normal wear and cleaning and remain readable during the warranted life of the armor or carrier

8.2. All soft body armor is labeled in strict adherence to the labeling requirement set forth in NIJ-Standard-0101.04 Interim Requirement 2005 Revision

8.3. Serial number assignments and markings of all ballistic components insure full traceability from receipt by the manufacturing facility through testing, assembly, and issue to the individual customer. The ballistic panel labeling shall include, but not be limited to the following:

- Name of Manufacturer
- Level of Protection
- NIJ.04 I.R. 2005
- Date of Manufacture
- Date of Issue
- Size
- Serial Number
- Model of Vest
- Manufacture Location
- Care Instructions
- Warranty Period

9. Carrier Labeling

9.1. Label material will withstand normal wear and cleaning

9.2. The label will remain readable during the entire warranted life of the carrier

9.3. The label shall include, but not limited to the following:

- Name of Manufacturer
- Fabric Content
- Size
- Care Instructions
- Protection Warning

10. Warranty

Refer to the standard warranty

ARMIS Tactical Vest

Revision: 4/12/22

1. Unique System Features

- 1.1. **Hidden wire routing channels**
- 1.2. **Improved padding system increases airflow and breathability**
- 1.3. **Internal cummerbund to stabilize carrier and provide a secure fit**

- 1.4. Ergonomic carrier shape provides optimum protective coverage while maintaining maximum maneuverability
- 2. **Base System Features**
 - 2.1. Exterior fabric: **500 Denier Cordura® Nylon fabric**
 - 2.2. Exterior color options: Black (BKA), Coyote (COY), OD Green (GND), Ranger Green (GNR), Multicam (MUC)
 - 2.3. Interior fabric: **520 E Tweave**
 - 2.4. **High Visibility, Removable ID panels:**
 - 2.4.1. Front: 1 – 3”x9” removable hook and loop fastener ID panel
 - 2.4.2. Back: 1 – 3”x9” removable hook and loop fastener ID panel, 1 – 1”x6” removable hook and loop fastener ID panel
 - 2.4.3. Optional Biceps: 1 each 3”x7” removable hook and loop fastener ID panel
 - 2.5. Raised spacer mesh padding system placed within the Tweave lining improves airflow and breathability
 - 2.6. Easily adjustable one size shoulder strapping system provides adjustability and load bearing support
 - 2.7. External bottom loading hard armor plate pocket in front and rear
 - 2.8. Reinforced A-Frame drag handle
 - 2.9. **MOLLE compatible Webbing Attachment System**
 - 2.10. **Adjustable External Cumberbund with hook and loop fasteners on the front and bungee stabilizing system in the back**
 - 2.10.1. Removable Front Flaps to secure External Cumberbund
 - 2.10.1.1. Kangaroo Front Flaps with three rifle magazine inserts is standard
 - 2.10.1.2. Back flaps close with hook and loop fasteners, to house the center back of the External Cumberbund.
 - 2.10.1.3. Internal Cumberbund with hook and loop fasteners in the front
 - 2.11. Ambidextrous cable channel opening on the chest
- 3. **Optional System Features**
 - 2.12. **Laser cut Laminated Nylon for the exterior fabric**
 - 2.12.1. Increased puncture, abrasion and water resistance
 - 2.12.2. Increased tensile strength
 - 2.12.3. MOLLE compatible
 - 2.13. **Shoulder Mounted, Pull Cable release available on either side of the carrier**
 - 2.13.1. Releases one shoulder and one cumberbund, or one shoulder and both cumberbunds depending on set up
 - 2.13.2. One shoulder stays connected to ensure kit stays in one connected group
 - 2.14. **Front Flap options to accommodate multifunctional utility pouch, magazine inserts, or flat MOLLE panel.**
 - 2.15. **KWIQ-CLIP Side Closure Buckle System**
 - 2.15.1. Averages 378 lbf tensile strength
 - 2.15.2. Rectangular shaped release
 - 2.15.3. Flush, non-curved profile
 - 2.15.4. Streamlined ballistic overlap attached by 1” webbing
 - 2.15.5. Self-cleaning slots
 - 2.15.6. Quick don / doff via Self-Guiding Channel and releasing by lifting and pulling in an outward horizontal motion
 - 2.15.7. Complete Set includes: Throat, Collar, Biceps, Lower Abs, Trapezius, Lower Back, Groin
- 3. **Ballistic System Performance**
 - 3.1. Protection level options include:
 - 3.1.1. **Protection Levels II and IIIA, NIJ Standard 0101-06**
 - 3.1.2. **For more details, please refer to the Ballistic Specifications**
- 4. **Manufacturing Standards**

All manufacturing processes follow the American Society for Testing and Materials (ASTM) listed below as they apply to textile manufacturing and measuring. Every product is

subjected to strict quality standards beginning with close inspections of fabric and other raw material when they are received. In-process quality monitoring continues as fabric and trim items are cut and manufactured into finished goods. A final inspection of each product ensures full compliance with standards and a quality product for the customer

- ASTM D204-02 – Standard Test Methods for Sewing Threads
- ASTM D6193-16 – Standard Practice for Stitches & Seams
- ASTM D1777-96 (2019) – Standard Test Method for Thickness of Textile Materials
- ASTM D3776/D3776M-09A (2017) – Standard Test Methods for Mass Per Unit Area (Weight) of Fabric
- ANSI/ISO/ASQ Q9001-2015 – Quality Management Systems
- ANSI/ISO/ASQ E14001-2004 – Environmental Management Systems

5. Quality Management System

Point Blank Body Armor has been successful in securing certification to both Quality (ISO 9001) and Environmental (ISO 14001) Management Standards recognized Internationally and Body Armor 9000 (BA9000), recognized by the National Institute of Justice (NIJ). The Quality Management System (QMS) was developed to provide consistency and conformity in the manufacturing process while meeting requirements of these standards. The QMS promotes continuous improvement in all aspects of business with a focus on enhancing customer satisfaction.

Monitoring systems are in place throughout the assembly process to ensure key product characteristics are met before proceeding to the next steps. Data from these areas is collected in “real time” and analyzed to ensure conformance and facilitate the modification of processes when necessary to achieve requirements. All monitoring and measuring devices used by Point Blank to verify conformance are maintained in a calibration system and traceable to National Institute of Standards and Technology (NIST). Point Blank works diligently to provide the highest quality protective solutions in the world our customers have come to expect.

6. Sizes

- 6.1. Carrier: Available in sizes **Small(SM) – 3XL (LG3) with lengths of R-L2**
- 6.2. Plates: Can accommodate
 - 6.2.1. **Carrier size Small: 8”x10” Shooter’s Cut**
 - 6.2.2. **Carrier Size Medium – 3XL: 10”x12” Shooter’s Cut**

7. Ballistic Labeling

- 7.1. Label material will withstand normal wear and cleaning and remain readable during the entire warranted life of the armor or carrier
- 7.2. All soft body armor is labeled in strict adherence to the labeling requirement set forth in NIJ Standard 0101.06
- 7.3. Serial number assignments and marking of all ballistic components insure full traceability from receipt by the manufacturing facility through testing, assembly, and issue to the individual customer. The ballistic panel labeling shall include, but not be limited to the following:

<ul style="list-style-type: none"> ● Name of Manufacture ● Level of Protection ● NIJ STD 0101.06 ● Date of Manufacture ● Date of Issue ● Size 	<ul style="list-style-type: none"> ● Serial Number ● Model of Vest ● Manufacture Location ● Care Instructions ● Warranty Period
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8. Carrier Labeling

- 8.1. Label material will withstand normal wear and cleaning
- 8.2. The label will remain readable during the entire warranted life of the carrier
- 8.3. The label shall include, but not limited to the following:

- Name of Manufacturer
- Fabric Content
- Size
- Care Instructions
- Protection Warning

9. Warranty

- 9.1. Refers to the Standard Warranty

Research and Development
 Product Specification Form
AX-SERIES BALLISTIC SYSTEM LEVEL II

Hard Armor Plate
 Omega

Revision: 2/3/20

NIJ Certification

Omega Plate satisfies the requirements of NIJ Standard-0101.06 Level IIIA Stand Alone: Level III ICW, and the Compliance Testing Program.

Omega Plate weight:

- 5"x8" Full Size @ 0.79 lbs
- 6"x8" Full Size @ 0.95 lbs
- 6"x8" Female @ 0.95 lbs
- 7"x9" Full Size @ 1.20 lbs
- 7"x9" Female @ 1.20 lbs
- 8"x10" SAPI @ 1.47 lbs
- 10"x12" SAPI @ 2.1 lbs
- Thickness is .50 inches (+/- .125").

NIJ Compliance Test Data - Protection Level Specifications Testing Standard

Stand Alone: .357 Cal Sig, FMJ FN
 .44 Mag 240G SJHP

Ballistic Plate Materials:

Composite

Ballistic Plate Cover Material:

Polyurea Protective Cover

Plate Construction

All submitted plates shall have uniform ballistic material count throughout the entire ballistic plate. If not, the vests shall be rejected.

Stand-Alone Threat Testing and ICW Special Threat Testing:

The body armor models have been tested in accordance with the NIJ Body Armor Test Protocol requirements at an NIJ independent ballistic laboratory. The threats used for the ballistic resistance tests were:

In-Conjunction With (ICW): AXII, AXIIIA, AXBIIIA, BII-1, CB-S3-BIIIA, CB-S2-BII-1:

- 5.56mmx45mm (M193)
- 7.62mmx39 (PS Ball)
- 7.62mmx39mm (Ball LC)
- 7.62mmx51mm (M80)

Projectiles were fired from a universal receiver which was fitted with the appropriate barrel and mounted on a Chesapeake Testing mount; unless noted as a contact shot in which projectiles were fired from the appropriate hand gun.

Omega Plus Hard Armor Plate**NIJ Certification**

Omega Plate Plus satisfies the requirements of NIJ Standard-0101.06 Level IIIA Special Threat Rifle ICW, and the Compliance Testing Program.

Omega Plate weight:

- 7.25"x11.50" SC @ 2.70 lbs
- 8.75"x11.75" SC @ 3.30 lbs
- 9.50"x12.50" SC @ 3.80 lbs
- 10.25"x13.25" SC @ 4.30 lbs
- 11.0"x14.00" SC @ 4.80 lbs
- 8.00"x10.00" SC @ 2.50 lbs
- 10.00"x12.00" SC @ 3.60 lbs

Thickness is .80 inches (+/- 0.125").

NIJ Compliance Test Data - Protection Level Specifications

Testing Standard: ICW Special Threat, Rifle

Construction: Ceramic / Composite

Ballistic Plate Cover Material: Polyurea Protective Cover

Plate Construction

All submitted plates shall have uniform ballistic material count throughout the entire ballistic plate. If not, the vests shall be rejected.

Stand-Alone Threat Testing and ICW Special Threat Testing:

The body armor models have been tested in accordance with the NIJ Body Armor Test Protocol requirements at an NIJ independent ballistic laboratory. The threats used for the ballistic resistance tests were:

In-Conjunction With (ICW): Level IIIA Soft Body Armor:

- 5.56mmx45mm (M855)
- 7.62mmx39 (PS Ball)
- 7.62mmx39mm (MSC)
- 7.62mmx51mm (M80)

Projectiles were fired from a universal receiver which was fitted with the appropriate barrel and mounted on a Chesapeake Testing mount; unless noted as a contact shot in which projectiles were fired from the appropriate hand gun.

Speed Plates

NIJ Certification

Speed Plate satisfies the requirements of NIJ Standard-0101.06 Level IIIA Stand Alone and the Compliance Testing Program.

Speed Plate weight:

- 5"x7" Full Size @ 0.45 lbs
- 5"x8" Full Size @ 0.50 lbs
- 6"x8" Full Size @ 0.60 lbs
- 7"x9" Full Size @ 1.70 lbs
- 7"x10" SC @ 0.75 lbs
- 8"x10" SC @ 0.85 lbs
- 10"x12" SC @ 1.30 lbs
- 11"x14" SC @ 2.00 lbs
- Female 5"x7" @ 0.45 lbs
- Female 6"x8" @ 0.60 lbs

Thickness is .35 inches (+/- 0.125").

NIJ Compliance Test Data - Protection Level Specifications Testing Standard Stand Alone:

5.7x28mm, 27gr (SS195)

5.7x28mm, 40gr (Hornady Blue Tip) 357

Sig 115gr JHP

237 Sig 125gr GDHP

9mm 115gr Fiocchi FMJ

9mm 127gr Winchester Ranger (SXT)

40 cal 95gr HP

7.62x25mm Tokarev Norinco 85gr FMJ (steel jacket) 7.62x25mm Tokarev Foreign 85gr FMJ (steel jacket)

7.62x25mm Tokarev S&B 85gr FMJ (steel jacket)

ICW when tested with NIJ Certified Level IIIA armor: Winchester 12 ga 1oz slug

Spike 1, Level 1

Projectiles were fired from a universal receiver which was fitted with the appropriate barrel and mounted on a Chesapeake Testing mount; unless noted as a contact shot in which projectiles were fired from the appropriate hand gun.

40260 SA Rifle Plate

Revision: 4/12/22

1. Unique System Features

- 1.1 Multi-Curve
- 1.2 Construction: Composite with Nylon spall
- 1.3 Thickness: 0.70"+- 0.125"
- 1.4 Weight: .08 - – 2.9 lbs. dependent on plate size

2. Base System Features

- 2.1 Stand Alone ballistic performance, Special Threat (Rifle)

- 2.2 High Performance ballistic protection
- 2.3 Multi-Curve shape for comfort and maneuverability

3. Optional System Features

- 3.1 Carriers and pouches

4. Ballistic System Performance

- 4.1 Protection level options include:

- 4.1.1 Special Threat, Rifle, Stand Alone
- 4.1.2 Rounds Defeated include: 7.62x54mm, 148 (LPS); 5.56x45mm, 55 grain M193; 7.62x39mm, 123 grain MSC; 7.62x51mm, 149grain Ball (M80).

5. Manufacturing Standards

All manufacturing processes follow the American Society for Testing and Materials (ASTM) listed below as they apply to textile manufacturing and measuring. Every product is subjected to strict quality standards beginning with close inspections of fabric and other raw material when they are received. In-process quality monitoring continues as fabric and trim items are cut and manufactured into finished goods. A final inspection of each product ensures full compliance with standards and a quality product for the customer

- ANSI/ISO/ASQ 9001:2015 – Quality Management Systems
- ANSI/ISO/ASQ E14001-2004 – Environmental Management Systems

6. Quality Management System

Point Blank Body Armor has been successful in securing certification to both Quality (ISO 9001) and Environmental (ISO 14001) Management Standards recognized Internationally and Body Armor 9000 (BA9000), recognized by the National Institute of Justice (NIJ). The Quality Management System (QMS) was developed to provide consistency and conformity in the manufacturing process while meeting requirements of these standards. The QMS promotes continuous improvement in all aspects of business with a focus on enhancing customer satisfaction.

Monitoring systems are in place throughout the assembly process to ensure key product characteristics are met before proceeding to the next steps. Data from these areas is collected in “real time” and analyzed to ensure conformance and facilitate the modification of processes when necessary to achieve requirements. All monitoring and measuring devices used by Point Blank to verify conformance are maintained in a calibration system and traceable to National Institute of Standards and Technology (NIST). Point Blank works diligently to provide the highest quality protective solutions in the world our customers have come to expect.

7. Sizes

- 7.1 Carrier: Available in sizes to accommodate plate sizes listed below:
- 7.2 Plates: Can accommodate 6"x8" Full size Single Curve, 8.75"x11.75" SC, 9.5"x12.5" SC, 10.25"x13.25" SC, 11"x14" SC (SC=Shooter's Cut)

8. Ballistic Labeling

- 8.1 Label material will withstand normal wear and cleaning and remain readable during the entire warranted life of the armor or carrier
- 8.2 All soft body armor is labeled in strict adherence to the labeling requirement set forth in NIJ Standard 0101.06
- 8.3 Serial number assignments and marking of all ballistic components insure full traceability from receipt by the manufacturing facility through testing, assembly, and issue to the individual customer. The ballistic panel labeling shall include, but not be limited to the following:
 - Name of Manufacture
 - Level of Protection
 - NIJ STD 0101.06

- Date of Manufacture
- Date of Issue
- Size
- Serial Number
- Model of Vest
- Manufacture Location
- Care Instructions
- Warranty Period

9. Carrier Labeling

- 9.1 Label material will withstand normal wear and cleaning
- 9.2 The label will remain readable during the entire warranted life of the carrier
- 9.3 The label shall include, but not limited to the following:

- Name of Manufacturer
- Fabric Content
- Size
- Care Instructions
- Protection Warning

10. Warranty

Refers to the Standard Warranty

FX TACTICAL LLC, 8948 W CACTUS RD, PEORIA, AZ 85381

PRICING SHEET: NIGP CODE 68008

Terms: **NET 30 DAYS**

Vendor Number **VC0000004239**

Certificates of Insurance **Required**

Contract Period: **To cover the period ending November 30, 2025.**



Important Reps and Certs Update [Show Details](#)
Mar 1, 2024



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May 21, 2024



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e.g. 1606N020Q02

"FX Tactical"



Federal Organizations

Enter Code or Name



Status

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FX TACTICAL LLC Active Registration

Unique Entity ID
SXYCCN2LPBUSCAGE Code
6ZZZ7Physical Address
8948 W CACTUS RD,
PEORIA, AZ 85381 USA

Entity

Expiration Date
Sep 21, 2024Purpose of Registration
All Awards

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Purchase Order

Pinal County Finance Department
Purchasing Division
P.O. Box 1348
Florence, AZ 85132

PO Number

252021

This number must appear on all documents pertaining to this order.

PO Date: 7/2/2024

Page: 1 of 2

Mail Invoice to:	Ship to:	Supplier:
Pinal County Finance Department P.O. Box 1348 Florence, AZ 85132	SHERIFF 971 N JASON LOPEZ CIRCLE BLDG C FLORENCE AZ 85132	PRECISION HELI-SUPPORT 4702 E FIGHTER ACES DR MESA AZ 85215
Or		
email invoice to: FinancialInvoices@pinal.gov		
Phone: 480 - 776-2200 Fax: -		
Confirming to:		
Buyer: Riley Brimhall, Buyer Phone: - Email: Riley.Brimhall@pinal.gov		Requested Delivery Date: 7/2/2024 Payment Terms: Net 30 Shipping Terms: FOB Destination

The terms and conditions of the following contract apply to this Purchase Order:

Contract Entity Pima County
Contract Number MA-PO-22-152
Contract Expiry 6/21/2025

Reference:
Quote 0357

Department Contact: James Rimmer 520-709-2122 james.rimmer@pinal.gov | Luis Mundo 520-705-0271 luis.mundo@pinal.gov | Deanne Peoble 520-866-5238 deanne.peoble@pinal.gov | Nikki Cannon 520-866-5109 pcsofinance_dl@pinal.gov

Vendor Contact: Cory Freese (480) 985-7994 Cory.freese@PrecisionHeliSupport.com

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1	1.00	EA	RMTL-000021	UH1H Standard Installation Kit	\$101,387.00	\$101,387.00
				..		
2	1.00	EA	LABOR-INSTL	Certified Installation	\$15,295.00	\$15,295.00
3	1.00	EA	TR-00007-14	Blade Tracker	\$4,370.00	\$4,370.00
4	1.00	EA	RC-00007-26	Ground Station Computer	\$5,621.97	\$5,621.97
5	1.00	EA	AWR-DOC	AWR Documentation	\$4,464.21	\$4,464.21
6	1.00	EA	ABOR-TNG	Advanced Software System Training	\$5,630.40	\$5,630.40
7	LS	TAX		Tax	\$11,351.79	\$11,351.79

Total Order : \$148,120.37

NOTE :

Failure to send invoice to above address will result in delay of payment.

Direct all payment questions to Accounts Payable at 520-866-6397.

Direct all other inquiries to the Buyer specified above.

By accepting this Purchase Order the supplier agrees to the terms and conditions located on the [Purchasing Website](#) unless otherwise directed on this PO



CREATE PURCHASE ORDER INFORMATION

RFPO Number:

PCSO CONTACT:	
EMAIL:	
PHONE:	

AMOUNT:	
VENDOR/SUPPLIER:	
W9 Contract Number:	

VENDOR CONTACT:	
EMAIL:	
PHONE:	

AIRCRAFT:	
REGISTRATION:	
SERIAL NUMBER:	

GRANT:	YES:	
	NO:	

GRANT:	
AMOUNT:	

Unit Budget:	YES:	
	NO:	

COST CENTER:	
AMOUNT:	

NAME:	
PART NUMBER:	
SERIAL NUMBER:	

CAPITAL ASSET:	YES:	
	NO:	

NAME:	
PART NUMBER:	
SERIAL NUMBER:	

NAME:	
PART NUMBER:	
SERIAL NUMBER:	

**If there are more than three (3) assets
a separate form will be provided.*

COMMENT:

--

-END-

**Precision Heli-Support, LLC.**

Repair Station No. 9DNR990C
4636 E. Fighter Aces Drive
Mesa, AZ 85215 United States
Phone: (480) 985-7994
Fax: (480) 776-2221
Email: Cory.freese@PrecisionHeliSupport.com
Precision Heli-Support, LLC: 90-0818886

Quote No.: 0357

Customer ID: PHS_OTC_0523
Date: 6/12/024
Ship Via: Customer Pick-up
P/O No.: TBD
Terms: NET30
Quote By: Cory Freese
Contact: Luis

PRICE QUOTE**Customer Information:**

Pinal County Sheriff's Office
971 N. Jason Lopez Circle
Building C
Florence, AZ 85132
Phone: 520-705-0271

Contract: Pima MA-PO-22-152

Line	Part Number	Description	Price Each	Qty	Stock Qty	Unit	Total
1	RMTL-000021	UH1H Standard Installation Kit	101,387.00	1		EA	101,387.00
2	LABOR-INSTL	Certified Installation Support	15,295.00	1		EA	15,295.00
3	TR-00007-14	Blade Tracker	4,370.00	1		EA	4,370.00
4	RC-00007-26	Ground Station Computer	5,621.97	1		EA	5,621.97
5	AWR-DOC	AWR Documentation	4,464.21	1		EA	4,464.21
6	LABOR-TNG	Advanced Software and System Training	5,630.40	1		EA	5,630.40

Taxed Items:
Parts

Total Parts: \$136,768.58

Total Other Charges: \$0.00

Total Shipping: \$0.00

Total Tax (8.30 %): \$11,351.79

Total Estimate: \$148,120.37

Taxable Subtotals (Before Tax):
Parts = 136,768.58

Precision Heli-Support Sales Terms and conditions, available at
<http://precisionhelisupport.com/tc>, apply to this order.

REMIT TO ADDRESS:
4702 E. FIGHTER ACES DRIVE
MESA, AZ 85215

Accepted By: _____ Date: _____



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

Award Contract Grant

* = Mandatory, information must be provided

Requested Board Meeting Date: *Enter date/text.*

or Procurement Director Award:

***Contractor/Vendor Name/Grantor (DBA):**

Precision Heli-Support, LLC

***Project Title/Description:**

Helicopter Parts, Equipment and Service

***Purpose:**

Amendment of Award: Master Agreement MA-PO-22-152, Amendment No. 02. This Amendment exercises the annual renewal option to extend the termination date to 06/21/2025 and adds the annual award amount of \$343,850.00 for a cumulative not-to-exceed contract amount of \$1,031,550.00. Two (2) renewal options remain. Administering Department: Sheriff's Department.

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.010, Competitive sealed bidding, on 05/17/2022 the Board of Supervisors approved an award of contract for an initial term of one (1) year and an annual award amount of \$343,850.00, with four (4) one-year renewal options.

On 04/20/2023, the Procurement Director approved Amendment No. 01, which extended the termination date to 06/21/2024, added the annual award amount of \$343,850.00 for a cumulative not-to-exceed contract amount of \$687,700.00 and appended the Forced Labor of Ethnic Uyghurs provision to the contract pursuant to A.R.S. § 35-394. Three (3) renewal options remained.

PRCUID: 441368

Attachment: Master Agreement

***Program Goals/Predicted Outcomes:**

To obtain a contract source for parts, equipment and service to maintain County's Airbus law enforcement helicopter.

***Public Benefit:**

Continued aerial surveillance, search and rescue, and emergency response capabilities.

***Metrics Available to Measure Performance:**

Department will monitor on-time delivery and billing to ensure contract compliance.

***Retroactive:**

No.

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Commencement Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____
 Expense Amount \$ _____ * Revenue Amount: \$ _____

*Funding Source(s) required: _____

Funding from General Fund? Yes No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? Yes No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? Yes No
If Yes, attach Risk's approval.

Vendor is using a Social Security Number? Yes No
If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 22-152

Amendment No.: 02 AMS Version No.: 07

Commencement Date: 06/22/2024 New Termination Date: 06/21/2025

Prior Contract No. (Synergen/CMS): _____

Expense Revenue Increase Decrease Amount This Amendment: \$ 343,850.00

Is there revenue included? Yes No If Yes \$ _____

*Funding Source(s) required: General Fund

Funding from General Fund? Yes No If Yes \$ _____ % 100

Grant/Amendment Information (for grants acceptance and awards) Award Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____

Commencement Date: _____ Termination Date: _____ Amendment Number: _____

Match Amount: \$ _____ Revenue Amount: \$ _____

*All Funding Source(s) required: _____

*Match funding from General Fund? Yes No If Yes \$ _____ % _____

*Match funding from other sources? Yes No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Procurement Officer: Mark Koskineni Digitally signed by Mark Koskineni
Date: 2024.03.01 15:41:01 -07'00' Acting Division Manager: Troy McMaster Digitally signed by Troy McMaster
Date: 2024.03.01 15:53:58 -07'00'

Department: Procurement Director: Terri Spencer Digitally signed by Terri Spencer
Date: 2024.03.01 16:10:28 -07'00' Telephone: (520) 724-3760

Department Director Signature: _____ Date: _____

Deputy County Administrator Signature: _____ Date: _____

County Administrator Signature: _____ Date: _____



MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES
CONTRACT EXECUTION

Master Agreement No: 2200000000000000152

MA Version: 7

Page: 1 of 2

Description: Helicopter Parts, Equipment and Service

I S S U E R	Pima County Procurement Department 150 W. Congress St. 5th Fl Tucson AZ 85701 Issued By: MARK KOSKINIEMI Phone: 5207243760 Email: mark.koskineni@pima.gov	T E R M S	Initiation Date: 06-22-2024 Expiration Date: 06-21-2025 NTE Amount: \$1,031,550.00 Used Amount: \$195,469.49
----------------------------	--	-----------------------	---

V E N D O R	Precision Heli-Support, LLC 3130 N Oakland Ste 110 Mesa AZ 85215	Contact: Cory Freese Phone: 480-985-7994 Email: cory@precisionhelisupport.com Terms: 0.00 % Days: 30
----------------------------	--	--

Shipping Method: Vendor Method

Delivery Type:

FOB: FOB Dest, Freight Allowed

Modification Reason

Amendment No.2 exercises the annual renewal option to extend the termination date to 06/21/2025 and adds the shared annual award amount of \$343,850.00 for a cumulative not-to-exceed contract amount of \$1,031,550.00. Two (2) renewal options remain.

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.



MASTER AGREEMENT DETAILS

PIMA COUNTY

Master Agreement No: 2200000000000000152

MA Version: 7

Page: 2 of 2

Line	Description	UOM	Unit Price	Stock Code	VPN	MPN
1	Goodrich Crowder Sheave Assembly, P/N 42315.72	EA	\$1,348.25			
	Discount 0.0000 %					
2	Concord Battery, P/N RG-390E	UOM	Unit Price	Stock Code	VPN	MPN
	#42315.72	EA	\$3,493.18			
	Discount 0.0000 %					
3	Hoist Cable, P/N 44301-350	UOM	Unit Price	Stock Code	VPN	MPN
		EA	\$3,603.83			
	Discount 0.0000 %					
4	Landing Gear Spring Blades, P/N 350A41-1076-20	UOM	Unit Price	Stock Code	VPN	MPN
		EA	\$939.41			
	Discount 0.0000 %					
5	Starter Generator Rebuild, P/N 515-030 (inc parts/labor)	UOM	Unit Price	Stock Code	VPN	MPN
		EA	\$6,750.00			
	Discount 0.0000 %					
6	Spherical Bearing, P/N 11-7775P	UOM	Unit Price	Stock Code	VPN	MPN
		EA	\$962.52			
	Discount 0.0000 %					
7	Tail Rotor Root Tape, P/N 355A12-5100-0051	UOM	Unit Price	Stock Code	VPN	MPN
		EA	\$773.58			
	Discount 0.0000 %					
8	Crash Resistant Fuel Cell (*build & installation inc parts/l)	UOM	Unit Price	Stock Code	VPN	MPN
		EA	\$88,143.73			
	Discount 0.0000 %					
9	12-year AS350B3e Helicopter Inspection (due 11/2023)	UOM	Unit Price	Stock Code	VPN	MPN
		EA	\$61,500.00			
	Discount 0.0000 %					
10	Starflex Star, Main Rotor Hub, P/N 350A31191800	UOM	Unit Price	Stock Code	VPN	MPN
		EA	\$53,860.64			
	Discount 0.0000 %					
11	Tail Rotor Servo Actuator, P/N 704A44831142	UOM	Unit Price	Stock Code	VPN	MPN
	Due November 20					
	Discount 0.0000 %	EA	\$8,000.00			
12	Main Rotor Servo Actuator, P/N 704A44831102 (or ...1103)	UOM	Unit Price	Stock Code	VPN	MPN
		EA	\$18,000.00			
	Discount 0.0000 %					
13	Specialty Tooling (flat rental rate)	UOM	Unit Price	Stock Code	VPN	MPN
		EA	\$200.00			
	Discount 0.0000 %					
14	Labor	UOM	Unit Price	Stock Code	VPN	MPN
	Discount 0.0000 %	HOUR	\$120.00			
15	Hose ASM Kit, 1741327	UOM	Unit Price	Stock Code	VPN	MPN
		EA	\$1,271.49			
	Discount 0.0000 %					
16	O Ring, 3.6X12-60C7	UOM	Unit Price	Stock Code	VPN	MPN
		EA	\$16.63			
	Discount 0.0000 %					
17	Panel, Aft, 350A21002609A2	UOM	Unit Price	Stock Code	VPN	MPN
		EA	\$13,711.43			
	Discount 0.0000 %					
18	Freeform	UOM	Unit Price	Stock Code	VPN	MPN
	Discount 0.0000 %		\$0.00			



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Mar 1, 2024



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May 21, 2024



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PRECISION HELI-SUPPORT, LLC			Active Registration	Entity
Unique Entity ID U77DNYEBLM99	CAGE Code 7S6U1	Physical Address 4702 E FIGHTER ACES DR, MESA, AZ 85215 USA		Expiration Date Sep 20, 2024
			Purpose of Registration All Awards	
PRECISION HELI-SUPPORT, LLC			Active Registration	Entity
Unique Entity ID HNK8SN3MCMM3	CAGE Code 7NJW7	Physical Address 4300 B ST, STE #405, ANCHORAGE, AK 99503 USA		Expiration Date Feb 1, 2025
			Purpose of Registration All Awards	

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Purchase Order

Pinal County Finance Department
Purchasing Division
P.O. Box 1348
Florence, AZ 85132

PO Number

252099

This number must appear on all documents pertaining to this order.

PO Date: 7/5/2024
Page: 1 of 1

Mail Invoice to:	Ship to:	Supplier:
Pinal County Finance Department P.O. Box 1348 Florence, AZ 85132 Or email invoice to: FinancialInvoices@pinal.gov	FACILITIES-ADMINISTRATION 121 W 22ND ST FLORENCE AZ 85132	WAXIE SANITARY SUPPLY PO BOX 748802 LOS ANGELES CA 90074-8802
<p>Phone: 480 - 968 - 1212 Fax: 480 - 968 - 1539</p>		
<p>Confirming to: Barbara Corral</p>		
Buyer: Maegan Queen, Buyer Phone: 520 - 866-6265 Email: maegan.queen@pinal.gov	Requested Delivery Date: 7/5/2024 Payment Terms: Net 30 Shipping Terms: FOB Destination	

The terms and conditions of the following contract apply to this Purchase Order:

Contract Entity State of Arizona
Contract Number CTR050521
Contract Expiry 1/1/2025

Reference: Department Contact: Nicholas Stalter 520-840-9596 nicholas.stalter@pinal.gov | Krysta Neal 520-866-6494 krysta.neal@pinal.gov

Vendor Contact: Amanda Parent 480-968-1212 arent@waxie.com

This is a Blanket Purchase Order. Blanket Purchase Orders are not a commitment and shall not be used as a basis for Supplier's planning. There is no minimum spend guarantee.

For Period: July 1, 2024 - June 30, 2025

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1	LS			BPO FY 24/25	\$0.00	\$175,000.00

Total Order : \$175,000.00

NOTE :

Failure to send invoice to above address will result in delay of payment.
Direct all payment questions to Accounts Payable at 520-866-6397.
Direct all other inquiries to the Buyer specified above.

By accepting this Purchase Order the supplier agrees to the terms and conditions located on the [Purchasing Website](#) unless otherwise directed on this PO



Contract Amendment

CTR050521

Contract Amendment No. 9

Arizona Department of
Administration
State Procurement Office 100
N. 15th Avenue, Suite 402
Phoenix, AZ 85007

Janitorial and Sanitation Supplies

***Waxie Enterprises Inc -
Waxie Sanitary Supply***

This Contract Amendment Number **9** to adjust present pricing and extend the Contract period of **June 29, 2024** through **January 1, 2025** is hereby executed in accordance with the Uniform Terms and Conditions, Section 5.1 Amendments, and the Special Terms and Conditions Paragraph 3.4.2, Term of Contract.

RECITALS

The State and Supplier entered into that certain agreement title Master Service Agreement effective as of **June 29, 2020** pursuant to which Supplier is to provide Janitorial and Sanitation Supplies.

Thereafter, Amendment Number 1 to add new line items was executed on August 10, 2020.

Thereafter, Amendment Number 2 to extend the Contract period of June 31, 2020 through June 29, 2021 was executed on December 9, 2020.

Thereafter, Amendment Number 3 to extend the Contract period of June 30, 2021 through June 29, 2022 was executed on June 29, 2021.

Thereafter, Amendment Number 4 to extend the Contract period of June 30, 2022 through June 29, 2023 was executed on May 31, 2022.

Thereafter, Amendment Number 5 to adjust present pricing was executed on July 8, 2022.

Thereafter, Amendment Number 6 to adjust present pricing was executed on February 22, 2023.

Thereafter, Amendment Number 7 to extend the Contract period of June 30, 2023 through June 29, 2024 was executed on May 23, 2023.

Thereafter, Amendment Number 8 to adjust present pricing was executed on July 24, 2023.

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED

This amendment shall be fully executed upon the electronic approval in the State e-Procurement system by an authorized representative of the Contractor and applied to the contract in the State e-Procurement system by the Procurement Officer or delegate.



Purchase Order

Pinal County Finance Department
Purchasing Division
P.O. Box 1348
Florence, AZ 85132

PO Number
252102

This number must appear on all documents pertaining to this order.

PO Date: 7/5/2024
Page: 1 of 1

Mail Invoice to:	Ship to:	Supplier:
Pinal County Finance Department	INFORMATION TECHNOLOGY DEPARTMENT	HYE TECH NETWORK & SECURITY SOLUTIONS LL
P.O. Box 1348 Florence, AZ 85132	IT RECEIVING BLDG 75 N. MAIN STREET FLORENCE AZ 85132	4802 E RAY RD STE 23-414 PHOENIX AZ 85044
Or		
email invoice to: FinanceInvoices@pinal.gov		Phone: 520 - 488-9970 Fax: 480 - 247-4501
Confirming to:		
Buyer: Riley Brimhall, Buyer Phone: - Email: Riley.Brimhall@pinal.gov	Requested Delivery Date: 7/5/2024 Payment Terms: Net 30 Shipping Terms: FOB Destination	

The terms and conditions of the following contract apply to this Purchase Order:

Contract Entity 1GPA
Contract Number 22-02PV-08
Contract Expiry 12/8/2024

Reference:

Department Contact: Chris Combs 520-866-6650 chris.combs@pinal.gov | ITAdmins@pinal.gov

***This is a Blanket Purchase Order. Blanket Purchase Orders are not a commitment and shall not be used as a basis for Supplier's planning. There is no minimum spend guarantee. *** For Period: July 1, 2024 - June 30, 2025

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1		LS		BPO FY 24/25 Consulting Services	\$0.00	\$150,000.00
				.		
2		LS		BPO FY 24/25 Other Operating Supplies	\$0.00	\$5,700.00

Total Order : \$155,700.00

NOTE :

Failure to send invoice to above address will result in delay of payment.
Direct all payment questions to Accounts Payable at 520-866-6397.
Direct all other inquiries to the Buyer specified above.

By accepting this Purchase Order the supplier agrees to the terms and conditions located on the [Purchasing Website](#) unless otherwise directed on this PO



Contract Extension/Amendment

September 21, 2023

Hy Tech Network & Security Solutions LLC
4802 E. Ray Road, #23-414
Phoenix, AZ 85044
Attn: Lisa Andrus (landrus@hyetechnetworks.com, saro@hyetechnetworks.com))

Re: Extension Agreement for Contract #22-02PV-08, Technology and Audio/Visual Solutions

The above referenced contract is hereby mutually extended for an additional one (1) year period until December 8, 2024. This is the third year of a potential five-year agreement. **Please indicate your desire to extend your contract by completing and emailing back the signed Contract Extension along with the following documentation:**

- Updated Certificate of Insurance (see terms and conditions of contract to ensure compliance).
- Proof/Verification of ROC Licensing in good standing (if applicable).
- Proof of any other applicable licensing related to your contract.
- Proof/Verification of good standing with Arizona Corporation Commission or other State's comparable Corporations/Business Division or Secretary of State (as applicable).
- Updated Contact Information Sheet completed.

Please check ONE of the following appropriate boxes regarding pricing:

- No price updates at this time. Current pricing on file is accurate.
- Our contract utilizes a firm-fixed price list. We are providing an updated fixed price list for 1GPA's review (attached).
- Our contract pricing is based on a percentage discount off list price. We have provided new price lists for 1GPA's review. Please see the attached updates. *Note: Percentage Discounts remain the same as per contract terms and conditions.*
- We have provided an updated cost form that includes adjustments to our labor and services rates for 1GPA's review.

If any of the boxes were checked regarding pricing updates; please include a brief description of the update here:

It is the contractor's responsibility to keep all pricing up to date and on file with 1GPA. All price changes must be provided to 1GPA for review and utilizing the same format provided in the contractor's original proposal.

By signing this document, vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and in accordance with ARS § 35-394, the vendor is not currently and for the duration of the contract will not use the forced labor of ethnic Uyghurs in the People's Republic of China including goods, services, contractors, subcontractors or suppliers thereof.

In addition, please verify that your company is providing usage reports as per the terms of your contract. If you have any questions or concerns regarding these reports, please feel free to contact Michelle Aiken by email: maiken@1GPA.org.

Except as otherwise expressly provided in this amendment, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

Vendor Acceptance/Signature:	
	
Printed Name:	Lisa Andrus
Title: COO/CFO	Date: 09/26/2023
1GPA Authorized Signature:	
	
Printed Name: Christy Knorr	
Title: President	Date: 10.11.2023
Paradise Valley Unified School District Authorized Signature:	
	
Printed Name: Eva Calles	
Title: Director of Purchasing	Date: 11/3/2023



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HYE TECH NETWORK & SECURITY SOLUTIONS LLC

Active Registration

Unique Entity ID
PLPRHZ5GV981CAGE Code
9JWS7Physical Address
10235 S 51ST ST STE 120,
PHOENIX, AZ 85044 USA

Entity

Expiration Date
Sep 14, 2024Purpose of Registration
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Purchase Order

Pinal County Finance Department
Purchasing Division
P.O. Box 1348
Florence, AZ 85132

PO Number
252165

This number must appear on all documents pertaining to this order.

PO Date: 7/9/2024
Page: 1 of 1

Mail Invoice to:	Ship to:	Supplier:
Pinal County Finance Department P.O. Box 1348 Florence, AZ 85132	SHERIFF 971 N JASON LOPEZ CIRCLE BLDG C FLORENCE AZ 85132	WAXIE SANITARY SUPPLY PO BOX 748802 LOS ANGELES CA 90074-8802
Or		
email invoice to: FinancialInvoices@pinal.gov		
Phone: 480 - 968 - 1212 Fax: 480 - 968 - 1539		
Confirming to: Barbara Corral		

Buyer: Riley Brimhall, Buyer Phone: - Email: Riley.Brimhall@pinal.gov	Requested Delivery Date: 7/9/2024 Payment Terms: Net 30 Shipping Terms: FOB Destination
---	---

The terms and conditions of the following contract apply to this Purchase Order:

Contract Entity State of Arizona

Contract Number CTR050521

Contract Expiry 1/1/2025

Reference: Department Contact: Matthew Hull 520-866-5050 matthew.hull@pinal.gov | Nikki Cannon 520-866-5109 nikki.cannon@pinal.gov | Julia Acevedo 520-866-5176 julia.acevedo@pinal.gov

Vendor Contact: Waxie (858) 292-8111

This is a Blanket Purchase Order. Blanket Purchase Orders are not a commitment and shall not be used as a basis for Supplier's planning. There is no minimum spend guarantee. For Period: July 1, 2024 - June 30, 2025

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1		LS		BPO FY 24/25 Custodial Supplies Custodial Supplies	\$0.00	\$30,000.00
2		LS		BPO FY 24/25 Laundry Supplies Laundry Supplies	\$0.00	\$15,000.00
3		LS		BPO FY 24/25 Personal Hygiene Personal Hygiene	\$0.00	\$45,000.00
4		LS		BPO FY 24/25 Personal Hygiene Custodial Supplies	\$0.00	\$47,000.00

Total Order : \$137,000.00

NOTE :

Failure to send invoice to above address will result in delay of payment.
Direct all payment questions to Accounts Payable at 520-866-6397.
Direct all other inquiries to the Buyer specified above.

By accepting this Purchase Order the supplier agrees to the terms and conditions located on the [Purchasing Website](#) unless otherwise directed on this PO



Contract Amendment

CTR050521

Contract Amendment No. 9

Arizona Department of
Administration
State Procurement Office 100
N. 15th Avenue, Suite 402
Phoenix, AZ 85007

Janitorial and Sanitation Supplies

Waxie Enterprises Inc - Waxie Sanitary Supply

This Contract Amendment Number **9** to adjust present pricing and extend the Contract period of **June 29, 2024** through **January 1, 2025** is hereby executed in accordance with the Uniform Terms and Conditions, Section 5.1 Amendments, and the Special Terms and Conditions Paragraph 3.4.2, Term of Contract.

RECITALS

The State and Supplier entered into that certain agreement title Master Service Agreement effective as of **June 29, 2020** pursuant to which Supplier is to provide Janitorial and Sanitation Supplies.

Thereafter, Amendment Number 1 to add new line items was executed on August 10, 2020.

Thereafter, Amendment Number 2 to extend the Contract period of June 31, 2020 through June 29, 2021 was executed on December 9, 2020.

Thereafter, Amendment Number 3 to extend the Contract period of June 30, 2021 through June 29, 2022 was executed on June 29, 2021.

Thereafter, Amendment Number 4 to extend the Contract period of June 30, 2022 through June 29, 2023 was executed on May 31, 2022.

Thereafter, Amendment Number 5 to adjust present pricing was executed on July 8, 2022.

Thereafter, Amendment Number 6 to adjust present pricing was executed on February 22, 2023.

Thereafter, Amendment Number 7 to extend the Contract period of June 30, 2023 through June 29, 2024 was executed on May 23, 2023.

Thereafter, Amendment Number 8 to adjust present pricing was executed on July 24, 2023.

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED

This amendment shall be fully executed upon the electronic approval in the State e-Procurement system by an authorized representative of the Contractor and applied to the contract in the State e-Procurement system by the Procurement Officer or delegate.



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KALAMAZOO SANITARY SUPPLY, LLC

Active Registration

Unique Entity ID
VGVQX7HAUKG3CAGE Code
91DN2Physical Address
5053 SPORTS DR STE A,
KALAMAZOO, MI 49009 USA

Entity

Expiration Date
May 3, 2025Purpose of Registration
All Awards**WAXIE'S ENTERPRISES, LLC**

Active Registration

Unique Entity ID
UA3RXQ7MKCT8CAGE Code
1T674Physical Address
9353 WAXIE WAY, SAN
DIEGO, CA 92123 USA

Entity

Expiration Date
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Purchase Order

Pinal County Finance Department
 Purchasing Division
 P.O. Box 1348
 Florence, AZ 85132

PO Number

252219

This number must appear on all documents pertaining to this order.

PO Date: 7/10/2024

Page: 1 of 1

Mail Invoice to:	Ship to:	Supplier:
Pinal County Finance Department P.O. Box 1348 Florence, AZ 85132 Or email invoice to: FinanceInvoices@pinal.gov	PUBLIC WORKS- ADMIN OFFICES 85 N. FLORENCE ST 2ND FLOOR FLORENCE AZ 85132	SABINO ELECTRIC INC 861 EAST 18TH STREET TUCSON AZ 95719
Confirming to:		
Buyer: Maegan Queen, Buyer Phone: 520 - 866-6265 Email: maegan.queen@pinal.gov		
		Requested Delivery Date: 7/10/2024 Payment Terms: Net 30 Shipping Terms: FOB Destination

The terms and conditions of the following contract apply to this Purchase Order:

Contract Entity State of Arizona
Contract Number CTR063429
Contract Expiry 12/31/2025

Reference:

Vendor Contact: dpenquite@sabinoelectric.com

Department Contract: Jim Petty 520-866-6545 jim.petty@pinal.gov | Maria Ochoa 520-866-6420 maria.ochoa@pinal.gov

This is a Blanket Purchase Order. Blanket Purchase Orders are not a commitment and shall not be used as a basis for Supplier's planning. There is no minimum spend guarantee.

For Period: July 1, 2024 - June 30, 2025

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1	LS			BPO 24/25 Fueling Station Repairs at San Manuel Airport	\$0.00	\$115,140.00

Total Order : \$115,140.00

NOTE :

Failure to send invoice to above address will result in delay of payment.
 Direct all payment questions to Accounts Payable at 520-866-6397.
 Direct all other inquiries to the Buyer specified above.

By accepting this Purchase Order the supplier agrees to the terms and conditions located on the [Purchasing Website](#) unless otherwise directed on this PO

Uninterruptible Power Supplies, New Equipment, Maintenance and Support Services

Contract Number: CTR063429

Supplier: Sabino Electric Inc.

This contract is for Uninterruptible Power Supplier, New Equipment, Maintenance and Support Services for all State of Arizona Agencies, Boards and Commissions including members of the State of Arizona Purchasing Cooperative. Awarded Areas of Expertise include:

- Uninterruptible Power Supplies
- New Equipment
- Maintenance
- Support Services

Table of content:

- Offer and Acceptance
- Contract (Solicitation Requirements)
- Scope of Work
- Special Terms and Conditions
- Uniform Terms and Conditions
- Pricing
 - CTR063429 - 1-BPM004328 SOL_Pricing_List_-_Catalog.xlsx (Separate file located in APP)
- Exceptions – None Taken
- Additional Contract Documents
- CTR063429 - Supplier Proposal Response.zip (Separate file located in APP)

❖ All solicitation documentation can be found in APP under BPM004328



Request for Proposal

Solicitation No. BPM004328

Uninterruptible Power Supply (UPS): New Equipment, Service, Maintenance and Support

Arizona Department of Administration
State Procurement Office
100 N 15th Avenue
Phoenix, AZ 85007

Offer and Acceptance Form

SUBMISSION OF OFFER: Undersigned hereby offers and agrees to provide Uninterruptible Power Supply (UPS): New Equipment, Service, Maintenance and Support in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below:

Initial Offer:	7/8/2022	<i>Louise M Magee</i>	
	Date	Signature	
Revised Offers:	Date	Signature	Date
	Date	Signature	Date
Best and Final Offer:	Date	Signature	
	Date	Signature	

Sabino Electric, Inc.

Offeror company name

861 E. 18th Street

Address

Tucson, AZ 85719

City | State | ZIP

86-0416483

Federal tax identifier (EIN or SSN)

Signature of person authorized to sign Offer

Louise Jones-Magee, President

Printed name and title

Robert Magee, General Manager

Contact name and title

bmagee@sabinoelectric.com

520-623-6061

Contact Email Address

Contact phone number

CERTIFICATION: By signature in the above, Offeror certifies that it:

1. will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Order 2009-9 or A.R.S. § 41 – 1461 through 1465;
2. has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause will result in rejection of the Offer. Signing the Offer with a false statement will void the Offer, any resulting contract, and may be subject to legal penalties under law;
3. complies with A.R.S. § 41-3532 when offering electronics or information technology products, services, or maintenance; and
4. is not debarred from, or otherwise prohibited from participating in any contract awarded by federal, state, or local government.

ACCEPTANCE OF OFFER: State hereby accepts the initial Offer, Revised Offer, or Best and Final Offer identified by the latest date and number at the top of this form (the Accepted Offer). Offeror is now bound (as Contractor) to carry out the Work under the attached Contract, of which the Accepted Offer forms a part. Contractor is cautioned not to commence any billable work or to provide any material or perform any service under the Contract until Contractor receives the applicable Order or written notice to proceed from the Procurement Officer.

State's Contract Number is: CTR063429

Contract Effective Date: January 1, 2023

Rana K Schultz
Procurement Officer Signature

12/27/2022

Award Date

Rana K Schultz, Statewide IT Procurement Manager
Procurement Officer Name
Title



NOTICE
Request for Proposal
Solicitation No. BPM004328
Uninterruptible Power Supply (UPS): New Equipment, Service, and Maintenance and Support

Arizona Department of Administration
State Procurement Office
100 N 15th Avenue
Phoenix, AZ 85007

Solicitation Number:	BPM004328
Description:	Uninterruptible Power Supply (UPS): New Equipment, Service, and Maintenance and Support
Solicitation Due Date and Time:	As indicated in the Arizona Procurement Portal (APP)
Pre-Offer Conference:	As indicated in the Arizona Procurement Portal (APP)

Proposals will only be accepted online in “The State’s e-Procurement System” at <https://app.az.gov> until the “Bid/Offer Due Date” indicated in “The State’s e-Procurement System” for the Solicitation No. shown at the top of this page. Proposals must be in the State Procurement Office’s possession online no later than that deadline.

Submit technical inquiries about navigating and/or submitting proposals in the State’s e-Procurement System to the State’s e-Procurement System Help Desk by phone at (602) 542-7600, option 2; or by email to app@azdoa.gov

LATE PROPOSALS WILL NOT BE CONSIDERED. No extension or grace period will be given for delays or incomplete proposals caused by internet connectivity problems, file uploading difficulties, or misunderstanding of the requirements or procedures for online submission in “The State’s e-Procurement System”.

It is the responsibility of the supplier/offeror to routinely check the APP website for Solicitation Amendments. Additional instructions for preparing an Offer are included in this solicitation.

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange for the accommodation.

	<p style="text-align: center;">Table of Contents Request for Proposal Solicitation No. BPM004328 Uninterruptible Power Supply (UPS): New Equipment, Service, and Maintenance and Support</p>	<p>Arizona Department of Administration State Procurement Office 100 N 15th Avenue Phoenix, AZ 85007</p>
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Notice Page

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**Solicitation Summary
Request for Proposal
Solicitation No. BPM004328
Uninterruptible Power Supply: New Equipment,
Service, and Maintenance and Support**

Arizona Department of Administration
State Procurement Office
100 N 15th Avenue
Phoenix, AZ 85007

1. What the State is Soliciting?

The Arizona Department of Administration, State Procurement Office (the State), as authorized under A.R.S. § 41-2501 is seeking to establish one or more “statewide” contracts to provide Uninterruptible Power Supplies and Services (UPS), which in general terms includes UPS equipment to maintain continuous power supply and related services. The Special Terms and Conditions provide a more detailed definition of Eligible Agencies, and a list of all state agencies and purchasing cooperative members is available on the State Procurement Office website at: <https://spo.az.gov/procurement-services/cooperative-procurement/state-purchasing-cooperative>.

OFFERORS SHOULD READ THE ENTIRE SOLICITATION CAREFULLY.

The State anticipates awarding contract(s) with the intent to secure service coverage statewide. Whether or not it actually enters into any contracts, how many contracts it enters into, and how the work is awarded between those contracts are all at the State’s discretion. Furthermore, the State will use any awarded contracts on an as-needed basis, with no guarantee as to its actual spending under them.

The State reserves the right to accept any item or combination of items specified in the solicitation, unless the Offeror expressly restricts an item or combination of items in its Proposal, and conditions its response on receiving all items for which it provided a proposal. In the event of such restriction, the State will evaluate if an award on such basis will result with the best value and in the best interest for the State. The State may otherwise determine at its sole discretion that such restriction is non-responsive and deem the Offeror ineligible for further evaluation.

2. What is in the Solicitation?

2.1. At the time of publication, the following documents are included in the Solicitation:

2.1.1. Attachment: BPM004328 Solicitation Requirements

- 2.1.1.1. Notice / Cover Page
- 2.1.1.2. Table of Contents
- 2.1.1.3. Solicitation Summary
- 2.1.1.4. Scope of Work
- 2.1.1.5. Special Terms and Conditions
- 2.1.1.6. Uniform Terms and Conditions

2.1.2. Attachment: BPM004328 Solicitation Instructions

- 2.1.2.1. Special Instructions to Offerors
- 2.1.2.2. Uniform Instructions to Offerors

2.1.3. Solicitation Attachments

- 2.1.3.1. Offer and Acceptance
- 2.1.3.2. Boycott Of Israel Disclosure
- 2.1.3.3. Confidential Information Designation



Solicitation Summary
Request for Proposal
Solicitation No. BPM004328
Uninterruptible Power Supply: New Equipment, Service, and Maintenance and Support

Arizona Department of Administration
State Procurement Office
100 N 15th Avenue
Phoenix, AZ 85007

- 2.1.3.4. Conformance Statements
- 2.1.3.5. Key Personnel
- 2.1.3.6. Letter of Insurability
- 2.1.3.7. Organization Profile
- 2.1.3.8. Proposed Subcontractors
- 2.1.3.9. Experience and Capacity Questionnaire
- 2.1.3.10. References
- 2.1.3.11. Method of Approach
- 2.1.3.12. Statement of Work Example
- 2.1.3.13. Change Management Certificate Example
- 2.1.3.14. Acceptance Certificate Example
- 2.1.3.15. Pricing Document

The State may issue a Solicitation Amendment at any time after solicitation publication, and before the proposal due date. It is the responsibility of the supplier/offeror to routinely check the APP website for any Solicitation Amendments and revised documents.



Solicitation Scope of Work
Request for Proposal
Solicitation No. BPM004328
Uninterruptible Power Supply: New Equipment, Service, and Maintenance and Support

Arizona Department of Administration
State Procurement Office
100 N 15th Avenue
Phoenix, AZ 85007

Solicitation Scope of Work

1. Purpose and Background

- 1.1. Purpose: The State of Arizona, its Agencies, Boards and Commissions (State) as well as Participating Members of the State Purchasing Cooperative (Cooperative), have an ongoing requirement for various Products and Services as described herein. The purpose of the Solicitation is to conduct a competitive process, in accordance with Arizona Revised Statutes (ARS) 41-2501 et seq., to create a Contract or Contract Set from which the State and its Cooperative Members may acquire these Products and Services.
- 1.2. Background: The State of Arizona has an ongoing need for full service and preventative maintenance to the uninterruptible power supply (UPS) systems used by various State agencies and its Cooperative Members. Additionally there are periodic needs for new equipment as well as replacement parts and engineering services. The UPS systems provide a source of uninterruptable power/backup in the case of a power disruption or outage. This electrical equipment with internal batteries offer a continuing source of electrical power for a specific minimally identified period of time based on the requirements of the environment and the load/equipment (Any electrical device, computer, Data Center, telecommunications equipment or other electrical equipment) powered by this system. The constant flow of power is essential to State agencies and Cooperative Members systems. Without a reliable source of power, dangerous circumstances may present themselves, so it is critical that these UPS systems are maintained, dependable and reliable.

2. Scope of Work

2.1. Products and Services

- 2.1.1. The State desires to establish a Contract or Contract Set to cover both UPS equipment purchases and maintenance on existing UPS systems already in use by the State. The State acknowledges that the UPS industry and its suppliers are changing rapidly and as such desire to establish manufacturer-based contracts allowing flexibility to accommodate open-standards-based products and new technology.
- 2.1.2. The State intends to consider value-added-reseller, distributor, as well as manufacturer-direct proposals and may award multiple manufacturer offerings to a successful value-added-reseller and/or distributor. The State prefers to obtain vendors who represent multiple manufactures as well as vendors who represent manufactures that produce specialized products.

2.2. Scope of Products and Services

- 2.2.1. The Contractor shall provide UPS Products and Services under this contract which include:



Solicitation Scope of Work
Request for Proposal
Solicitation No. BPM004328
Uninterruptible Power Supply: New Equipment, Service, and Maintenance and Support

Arizona Department of Administration
State Procurement Office
100 N 15th Avenue
Phoenix, AZ 85007

- 2.2.1.1. Actual manufacturer's products, services, labor, materials, transportation, equipment and all other necessities for the installation, integration, and implementation, including engineering analysis, design and configuration, of the manufacturer's product or service.
- 2.2.1.2. Software and/or hardware maintenance of the manufacturer's product or service. Provide a detailed work plan/scope of work procedures for all major maintenance prior to commencing work. Procedures shall include back-up and contingency plans.
- 2.2.1.3. Ancillary services in conjunction with the implementation, or extension of a manufacturer's product.

2.3. Pricing Requirements

- 2.3.1. Offerors shall make available a complete family or line of business of a manufacturer's products at a "percentage discount off list pricing".
- 2.3.2. Offerors shall provide an hourly rate for hardware/software maintenance and an hourly "not to exceed rate" for equipment maintenance within a complete family or line of business of a manufacturer's products. The Offeror may bid solely on new equipment and the services that would correlate with new product purchases (including but not limited to design, installation, training, etc.) or they may bid solely on maintenance and services that would correspond with maintenance (including but not limited to maintenance, training etc.)

2.4. Contractor and Technician Requirements

- 2.4.1. The Contractor agrees to provide quotes on a priority basis. Service levels and priorities shall be as defined below:
 - 2.4.1.1. Priority 1 – Severe failure –Needs response within 2 hours of call/request for quote.
 - 2.4.1.2. Priority 2 – Maintenance Critical – Needs response within 4 – 6 hours of call/request for quote.
 - 2.4.1.3. Priority 3 – Low Maintenance / New Equipment – Needs response within 8 working hours of call/request for quote.
- 2.4.2. The Contractor shall provide services and quotes in Arizona time zones and house shall be similar to 7am to 6pm AZ Time Monday through Friday.
 - 2.4.2.1. Times for Weekend and Emergencies shall be on a case/case need. Supplier will provide afterhours number for support.



Solicitation Scope of Work
Request for Proposal
Solicitation No. BPM004328
Uninterruptible Power Supply: New Equipment, Service, and Maintenance and Support

Arizona Department of Administration
State Procurement Office
100 N 15th Avenue
Phoenix, AZ 85007

- 2.4.3. The Contractor must be Data Center certified and licensed. An electrical license is preferred but not required.
- 2.4.4. 5.2 Technicians under any resultant contract shall be trained on the manufacturer's product line, by the manufacturer or by any authorized trainer for that manufacturer of the product line that they will be working on. For example, if an Offeror is servicing an XYZ UPS system, they are required to be certified on XYZ equipment. This is to ensure that the State is receiving the highest utilization of their components.

2.5. Product Requirements

- 2.5.1. The following UPS products specifically included in this procurement are grouped into tiers as follows:

- 2.5.1.1. Tier I
250VA – 1500 VA
PC & Workstation UPS – single phase
Power protection solution for desktop computers;
- 2.5.1.2. Tier II
1500VA – 20kVA
Network & Server UPS – larger single phase
Power protection solutions designed for networking equipment including entry-level to high performance storage, switches and servers;
- 2.5.1.3. Tier III
10kVA – 100kVA
Small to Mid-Size Data Centers – small three phase
Power protection solutions designed for centralized protection of any data center and for complete building systems;
- 2.5.1.4. Tier IV
101kVA and larger
Mid-size to large data center and facility UPS large three phase.
- 2.5.1.5. Design Services; Regular Hourly Rates Price Per hour

2.6. Service Requirements

- 2.6.1. The services that may be offered in correlation with this solicitation are as follows:

- 2.6.1.1. Design
- 2.6.1.2. Installation
- 2.6.1.3. Training
- 2.6.1.4. Inspection
- 2.6.1.5. Maintenance.
 - 2.6.1.5.1. Preventative,
 - 2.6.1.5.2. Quick
 - 2.6.1.5.3. Urgent
 - 2.6.1.5.4. Emergency (committed Service Levels mandatory)



Solicitation Scope of Work
Request for Proposal
Solicitation No. BPM004328
Uninterruptible Power Supply: New Equipment, Service, and Maintenance and Support

Arizona Department of Administration
State Procurement Office
100 N 15th Avenue
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2.6.1.6. Legacy

2.6.1.6.1. In addition to maintenance on new product purchases, the Contractor shall also offer maintenance on Legacy Products. Legacy Products are defined as any existing UPS equipment, and its associated supplies, that have been purchased or rented prior to the RFP issuance and resulting contract award.

2.7. Service Levels to Requests for Service(s)

2.7.1. Urgent Response

2.7.1.1. Zone A Site Centers

Phoenix – 100 N. 15th Ave., Phoenix, AZ 85007

Tucson – 255 W. Alameda St., Tucson, AZ 85701

2.7.1.2. Zone A requires initial response by phone within one hour of request for service. Physical representation on site is required within three hours of request for service by the State and/or Cooperative. This applies to sites located within the 40 mile radius from the site center, as detailed above. Contractor shall maintain a 24-hour call center to receive service calls

2.7.1.3. For distances traveled outside of the 40 mile radius from the addresses listed as the Zone Site Centers above, this solicitation allows one additional hour of physical response time for each additional 40 miles from the Zone Site Center to the service request. For example, an urgent maintenance request was received from 120 W. 6th St. Benson, AZ 85602, located 47.67 miles from the closest Zone A address (Tucson 255 W. Alameda, Tucson, AZ 85701), therefore it would require a four hour response time for physical presence for an urgent response.

2.7.1.4. Zone A1 – Sites that require a one hour phone response and a three hour physical presence onsite, but otherwise do not qualify as a Zone A sites. These sites have substantial need for urgent response times and are located beyond the 40 mile radius from either Zone A Site Center (see site center definitions above).

ADC Central Office, Phoenix
ASPC– Douglas, Douglas, Az.*
ASPC – Eyman in Florence, AZ*
ASPC – Florence, Florence AZ*
ASPC – Lewis, Buckeye, AZ*
ASPC – Safford/Ft. Grant, AZ*
ASPC Winslow/Apache (St. Johns) AZ*
ASPC –YUMA, Yuma, AZ*
ASPC-Perryville. Goodyear, AZ
ASPC – Tucson, AZ
ASPC- Phoenix, AZ



Solicitation Scope of Work
Request for Proposal
Solicitation No. BPM004328
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ASPC-Globe. Globe, AZ*

***These sites allow four hours for the Contractor to have a physical presence on site due to their distance.**

2.7.2. Preventative Response

2.7.2.1. The Contractor shall perform work in accordance with the manufacturer's recommendation to ensure it is performing to all defined technical and environmental specification for the system. The Contractor shall perform the minimum of two (2) to the maximum of four (4) inspections a year. The Contractor shall also conduct initial preventative maintenance ensuring performance begins at the optimal level. The Contractor, at the request of an Agency, may propose a preventative maintenance plan that includes an Infrared Scan option once-a-year on all UPS and PDU's.

2.7.3. Flat Rate Maintenance

2.7.3.1. Due to the varied nature of UPS systems the Contractor, at the request of an Agency, may propose a Flat Rate Maintenance Plan, which shall include all maintenance, services and equipment. Additional requirements may be specified by the Agency at the time of the Flat Rate Maintenance request.

2.7.4. Emergency Response

2.7.4.1. Quick Response

2.7.4.1.1. Perform repairs within 24-hour period (excluding weekends and holidays) and charge by flat hourly "not to exceed" rate (billable hours start when repair technician arrives on site and terminates upon Contractor's completion of work on site.).

2.7.4.1.2. Emergency responses on weekends/holidays shall be billed at only at an hourly rate mutually agreed upon. Supplier shall not charge holiday or weekend special rates rather they shall negotiate in good faith and attach their rate card for Normal, Weekend, and Holiday rates per job role/description.

2.7.4.2. Urgent Response

2.7.4.2.1. Requires immediate response and remedy. Minimum response time shall be one hour phone response and within three hours for physical representation onsite. Please see Response Time above.

2.7.5. Training

2.7.5.1. The Contractor shall offer training as necessary, at no additional cost to the State, on any product and or software offered on the awarded contract. Training shall be available throughout the state and ongoing

2.7.6. Warranty



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- 2.7.6.1. All products, services and maintenance shall be warranted for the term of this agreement and not less than 2 years.
- 2.7.6.2. All Maintenance and Support shall be warranted for the term of this agreement and not less than 1 year.
- 2.7.6.3. All other warranties under this SOW and Contract remain unchanged.

3. Deliverables

- 3.1. All reports for service level escalations and cycle time shall be delivered on a monthly basis to the Procurement Officer of record.
- 3.2. All warranty documentation for hardware, software and support shall be provided to the original purchaser and to the Procurement Officer of record.
- 3.3. The State and any Agency utilizing this agreement shall provide a Statement of Work, Drawings (if applicable), Change Notice and Acceptance certificate along with an approved purchase order in order to provide the Supplier the acceptable requirements to perform the work in a timely and efficient manner.

4. Exhibits

4.1. Statement of Work Example



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1. Compensation method

Contractor will be compensated based on the final detailed written quote and SOW approved by the Customer.

2. Pricing

- 2.1. Contractor's Best Pricing. Supplier warrants that, for the term of the Contract, the prices and discounts set out in the APP Items (F) tab ~~OR~~ Attachments titled Pricing, including any subsequent agreed amendment to it (the "Contract Pricing"), will be equal to or better than the lowest prices and largest discounts, both separately and in combination, at which Contractor sells equivalent services, items of equipment and materials.
 - 2.1.1. That price-plus-discount equivalence ("Contractor's Best Pricing") is intended to be irrespective of whether or not those other sales have special purchase terms, conditions, rebates or allowances.
 - 2.1.2. If Contractor's Best Pricing for equivalent services, items of equipment and materials is better than the Contract Pricing, then Contractor agrees to adjust the Contract Pricing to match the Contractor's Best Pricing for all sales related to the Contractor made after the date when the Contractor's Best Pricing was first better than the Contract Pricing.
 - 2.1.3. For clarification of intent, that date is intended to be the date when the difference first occurred, which might have been before the difference was first identified. If it was before, then Supplier agrees to charge at less than the Contract Pricing until the extended difference that would have been realized (i.e., if the Contractor's Best Pricing had been applied when it should have been) has been settled.
- 2.2. Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's offer as accepted by State. Details of service not explicitly stated in the Scope of Work or in Contractor's Offer, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the Contract are included in the pricing provided.
- 2.3. Price Increase. The State may review a fully documented request for a price increase on an annual basis. The requested increase shall be in writing and be based upon a cost increase to the contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product concerned. Contractor must provide

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conclusive evidence of a need for any price increases such as being substantiated by the Producer Price Index, Consumer Price Index, or similar pricing guide.

- 2.3.1. Initial Contract prices will be honored for the first two years after award of Contract.
- 2.3.2. All written requests for price adjustments made by the contractor shall be initiated thirty (30) days in advance of any renewal and only once a year. The desired price increase must allow the State sufficient time to make a fair and equitable determination to any such requests. This may be waived upon proper documentation demonstrating the urgency and clear justification of the request.
- 2.3.3. All price adjustments will be implemented by a formal contract amendment and is not guaranteed. State shall determine whether the requested price increase or an alternate option is in the best interest of State.
- 2.4. Price Reductions. Price reductions shall be immediately passed along to State and may be submitted in writing to State for consideration at any time during the Contract period. The contractor shall offer State a price reduction on the Contract product(s) concurrent with a published price reduction made to other customers. The State at its own discretion may accept a price reduction. The price reduction request shall be in writing and include documentation showing the actual reduction of cost. Sales promotions requests shall include difference in pricing, begin, and end date of promotion along with the products covered.
- 2.5. Additional Charges. Any charges or fees not delineated in the Contract may not be added, billed, or invoiced under the Contract.
- 2.6. Travel. Contractor shall get written approval prior to any travel under the Contract in which reimbursement of expenses will be requested. Contractor will be reimbursed for actual expenses incurred in accordance with the current rates specified in the State's Travel Policy. Contractor shall itemize all per diem and lodging charges. State Travel Policy, including State rates, may be located at <https://gao.az.gov/travel>. The Eligible Entity / Customer shall reject any claim for travel reimbursement without prior written approval.

3. Funding

No particular funding considerations apart from paragraph 4.4 [Availability of Funds for the Next State fiscal year] and 4.5 [Availability of Funds for the current State fiscal year] of the Uniform Terms and Conditions have been identified as of the Solicitation date.

4. Invoicing

- 4.1. Invoices Go To Buying Entity. Contractor shall submit all billing notices or invoices to the ordering Eligible Entity/Customer (e.g. Eligible Agency or Co-Op Buyer) at the address

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indicated on the applicable Order document or by utilizing the Buying Entity's purchasing tool/process.

- 4.2. Minimum Invoice Requirements. Every invoice must include the following information:
 - 4.2.1. Bill-to name and address
 - 4.2.2. Contractor name and contact information
 - 4.2.3. Remit-to address
 - 4.2.4. Invoice number and date
 - 4.2.5. State contract number
 - 4.2.6. Order number (APP PO number)
 - 4.2.7. Date the services performed
 - 4.2.8. Applicable payment terms
 - 4.2.9. Material or Service description (Itemized)
 - 4.2.10. Quantity delivered or performed
 - 4.2.11. Line item unit of measure
 - 4.2.12. Item price
 - 4.2.13. Extended pricing
 - 4.2.14. Taxes (as a separate invoice line item)
 - 4.2.15. Mailing fees (if applicable)
 - 4.2.16. Total invoice amount due
- 4.3. No Invoice Without Authorization. Contractor shall not seek payment for any:
 - 4.3.1. Materials or Services that have not been authorized on an acknowledged Order;
 - 4.3.2. Expediting, overtime, premiums, or upcharges absent State's express prior approval; or
 - 4.3.3. Materials or Services that are the subject of a Contract Amendment that has not been fully signed.
- 4.4. Submitting Invoices. Contractor shall submit an invoice to the ordering Eligible Agency or Co-Op Buyer using the form and/or process provided or required by the ordering Eligible Entity/Customer (Eligible Agency or Co-Op Buyer). Every invoice must be signed by Contractor's authorized representative and accompanied by all supporting information and documentation required by the Contract and applicable laws.
- 4.5. Defective Invoices. Without prejudice to its other rights under the Contract or further obligation to Contractor, the ordering Eligible Entity/Customer (Eligible Agency or Co-Op Buyer) may, at its discretion, reject any materially defective invoice.

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- 4.5.1. The ordering Authorize Entity/Customer (Eligible Agency or Co-Op Buyer) shall notify the Contractor within 5 (five) business days after receipt if it determines an invoice to be materially defective.
- 4.5.2. Invoices will be deemed automatically rejected upon delivery if they:
 - 4.5.2.1. are sent to an incorrect address;
 - 4.5.2.2. do not reference the correct State contract or APP Order number; or
 - 4.5.2.3. are payable to any Person other than the Contractor.
- 4.5.3. The ordering Eligible Entity/Customer (Eligible Agency or Co-Op Buyer) will have no obligation to pay against a defective invoice unless and until Contractor has re-submitted it free of defects.

5. Payments

- 5.1. Payment. The applicable Eligible Agency or Co-Op Buyer shall pay undisputed amounts due to Contractor within the time period specified in Section 4.0 Costs and Payments of the Uniform Terms and Conditions
- 5.2. Joint checks or direct pay. Applicable Eligible Agency or Co-Op Buyer may, but is under no obligation to, pay by joint check or to pay directly to any Subcontractor or other creditor to whom any portion of Contractor's requested payment is owed.
- 5.3. Recovery of overpayment. If applicable, Eligible Agency or Co-Op Buyer determines that an over-payment has been made to Contractor on any prior invoice, it shall inform Contractor of the amount and date of the overpayment and may deduct the overpaid amount from amounts then or thereafter due to Contractor.
- 5.4. Payment to subcontractors. Contractor shall make payment of all undisputed amounts due to Subcontractors within thirty (30) days of receipt of funds from applicable Eligible Agency or Co-Op Buyer applicable to their services.
- 5.5. Purchasing card. Applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders using a purchasing card. Any and all fees related to payment using a Purchasing Card are the responsibility of the Contractor. Unless otherwise stated in the Contract there will be no additional fees or increase in prices associated with this method of payment.
- 5.6. Automated clearing house. Applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders through an Automated Clearing House (ACH). In order to receive payments in this manner from Eligible Agencies, the Contractor must complete an ACH Vendor Authorization Form (form GAO-618) within 30 (thirty) days after the effective date of the Contract. The form is available online at: <https://gao.az.gov/afis/vendor-information>



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6. Exhibits to the Pricing Document



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Price List or Catalog Pricing

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The Special Terms and Conditions modify the Uniform Terms and Conditions and its Appendices. It can modify them by replacing, deleting, appending to, or revising the text of an existing provision or by inserting a new paragraph into an existing article. No other document modifies or adds to the Uniform Terms and Conditions, except as may subsequently be otherwise and expressly agreed and incorporated by Contract Amendment.

1. **Definition of Terms:** As used in the Contract, the terms listed below are defined as follows:
 - 1.1. **Acceptance:** The document titled "Offer and Acceptance Form" bearing the State contract number once Procurement Officer has signed it to signify (1) State's formal acceptance of the Accepted Offer and (2) the formation of the Contract. For clarity of intent, the foregoing is not to be confused with the term "acceptance" used throughout the Contract in the context of delivery, inspection, etc., with respect to Materials or Services.
 - 1.2. **Accepted Offer:**
 - 1.2.1. If State did not request a Revised Offer, then "Accepted Offer" means the Initial Offer.
 - 1.2.2. If State requested a Revised Offer but not a Best and Final Offer, then "Accepted Offer" means the latest Revised Offer.
 - 1.2.3. If State requested a Best and Final Offer, then "Accepted Offer" means the Best and Final Offer.
 - 1.3. **Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) and Arizona Administrative Code (A.A.C.)** are each defined in the Instructions to Offerors.
 - 1.4. **Arizona Transaction Privilege Tax (TPT):** For information, refer to the Arizona Department of Revenue (DOR) website at: <https://www.azdor.gov/business/transactionprivilegetax.aspx>
 - 1.5. **Attachment.** Any item that:
 - 1.5.1. The Solicitation required Offeror to submit as part of the Offer (e.g., Initial Offer, Revised Offer, or Best and Final Offer);
 - 1.5.2. Was attached to an Offer when submitted; and
 - 1.5.3. Was included in the Accepted Offer.
 - 1.6. **Pricing Document.** Section Pricing Document of the Solicitation Requirements document of the Solicitation Documents, provided that, if there is no such Section in the Contract, then "Pricing Document" is to be construed as referring to whatever item in the Contract contains the contracted pricing and payment provisions.



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- 1.7. Contract Amendment. A document signed by the Procurement Officer that has been issued for the purpose of making changes to the Contract after execution.
- 1.8. Contract Terms and Conditions. The Special Terms and Conditions and the Uniform Terms and Conditions taken collectively.
- 1.9. Contractor. The Person identified on the Accepted Offer who has entered into the Contract with the State.
- 1.10. Contractor Indemnitor. Contractor or any of its owners, officers, directors, agents, employees, or Subcontractors.
- 1.11. Co-Op Buyer. A member of the State Purchasing Cooperative that has entered into a "Cooperative Purchasing Agreement" with the Arizona Department of Administration State Procurement Office under A.R.S. §41-2632. Unless there is an applicable Cooperative Purchasing Agreement in effect at the time, a State Purchasing Cooperative member cannot be a Co-Op Buyer. For reference, "Co-Op Buyer" is to be construed as encompassing an "eligible procurement unit" under A.A.C. R2-7-101(23).

NOTE: Membership in the State Purchasing Cooperative is open to all Arizona political subdivisions, including cities, counties, school districts, and special districts. Membership is also available to non-profit organizations, other state governments, the federal government and tribal nations. For reference, "non-profit organizations" are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the IRS under Section 501(c)(3) through 501(c)(6) of the tax code.

- 1.12. Eligible Agency.
 - 1.12.1. If the Special Terms and Conditions indicate that the Contract is a "single-agency" contract, then "Eligible Agency" means the particular State of Arizona agency, university, commission, or board identified therein.
 - 1.12.2. If the Special Terms and Conditions indicate that the Contract is a "statewide" contract, then "Eligible Agency" means any State of Arizona department, agency, university, commission, or board.
 - 1.12.3. If the Special Terms and Conditions indicate that the Contract is a "statewide" and "cooperative" contract, then "Eligible Agency" means any State of Arizona department, agency, university, commission, board or any Co-Op Buyer.
- 1.13. Indemnified Basic Claims. "Indemnified Basic Claims" means any and all claims, actions, liabilities, damages, losses, or expenses, including court costs, attorneys' fees, costs of claim processing, investigation and litigation for bodily injury or personal injury, including death, or loss or damage to any real or tangible or intangible personal property, collectively.

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- 1.14. Instructions to Offerors. “Instructions to Offerors” means the Solicitation Instructions document of the Solicitation.
- 1.15. Order. The instrument by which the State authorizes a Contractor to perform some or all of the Work. Whether the Contract will have one Order or many Orders depends on the scope of the Contract and how the State will use it. The Special Terms and Conditions provide that information. Any of the following are construed as being an “Order”:
 - 1.15.1. “Release” or “Release Purchase Order: in The State’s e-Procurement System;
 - 1.15.2. “task order,” “service order,” or “job order” when a Release Purchase Order for Services has already been created in The State’s e-Procurement System; or
 - 1.15.3. “purchase order” for buying by Co-Op Buyers, if co-op buying applies
- 1.16. The State’s e-Procurement System. The State’s official electronic procurement system, established pursuant to A.A.C. R2-7-201 as set forth in the Arizona Department of Administration State Procurement Office policy document Technical Bulletin No. 020, The State’s e-Procurement System—The Official State eProcurement System. Technical Bulletin No. 020 is available online at:

https://spo.az.gov/sites/default/files/documents/files/TB_020_APP_20181024.pdf
- 1.17. State. With respect to the Contract generally, “State” means the State of Arizona and its department, agency, university, commission, or board that has executed the Contract. With respect to administration or rights, remedies, obligations and duties under the Contract for a given Order, “State” means each Eligible Agency or Co-Op Buyer who has issued the Order.
- 1.18. State Indemnitees. Collectively, the State of Arizona, its departments, agencies, universities, commissions, and boards and, and their respective officers, agents, and employees.
- 1.19. Subcontractor. A.R.S. §41-2503(38), which, for convenience of reference only, is “... a person who contracts to perform Work or render service to ... [C]ontractor or to another [S]ubcontractor as a part of a contract with a state governmental unit . . .” The Contract is to be construed as “a contract with a state governmental unit” for purposes of the definition. For clarity of intent, a Person carrying out any element of the Work is a Subcontractor from the moment they first carry out that element of the Work regardless of whether or not a Subcontract exists then or subsequently.
- 1.20. Work. The totality of the Materials and the Services and all the acts of administration, creation, production, and performance necessary to fulfill and incidental to fulfilling all of Contractor’s obligations and duties under the Contract in conformance with the Contract and applicable laws.

	<p style="text-align: center;">Special Terms and Conditions</p> <p style="text-align: center;">Request for Proposal</p> <p style="text-align: center;">Solicitation No. BPM004328</p> <p style="text-align: center;">Uninterruptible Power Supply (UPS): New Equipment, Service, and Maintenance and Support</p>	<p>Arizona Department of Administration State Procurement Office 100 N 15th Avenue Phoenix, AZ 85007</p>
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2. Contract Interpretations

2.1. Usage. Where the Contract:

- 2.1.1. assigns obligations to Contractor, any reference to “Contractor” is to be construed to be a reference to the Contractor and all Subcontractors, whether they are first-tier subcontractors, sub-subcontractors, suppliers, sub-suppliers, consultants, or sub-consultants, as well as all of Contractor’s and the Subcontractor’s respective agents, representatives, and employees in every instance unless the context plainly requires that it is a reference only to Contractor as apart from Subcontractors.
- 2.1.2. uses the permissive “may” with respect to a party’s actions, determinations, etc., the terms is to be interpreted as in A.A.C. R2-7-101(31) [*Definitions*]. For clarity of intent, any right given to State using “State may” or a like construction denotes discretion and freedom to act so far as any regulatory or operative constraints permit in the relevant circumstances, provided that: (a) where written “may, at its discretion,” the discretion extends to whatever is most advantageous to State; and (b) where written only as “may,” the discretion is constrained by 1. what is fair, reasonable, and as accommodating of the respective best interests of both parties as practicable under the circumstances;
- 2.1.3. uses the imperative “shall” with respect to a party’s actions, duties, etc., the term is to be interpreted as in A.A.C. R2-7-101(43) [*Definitions*]. Conversely, the phrase “shall not” is to be interpreted as an imperative prohibition.
- 2.1.4. uses the term “must” with respect to a requirement, criterion, etc., the term is to be interpreted as conveying compulsion or strict necessity, and is to be read as though written *“must, if [the subject] is to be entitled to have [the object] considered or credited as being compliant with, conforming to, or satisfying [the requirement, criterion, constraint, etc.], otherwise, [the object] will be considered or debited as being non-compliant, non-conforming, or unsatisfactory for its Contract-related purposes”* in every instance;
- 2.1.5. uses the term “might” with respect to an event, outcome, action, etc., the term is to be interpreted as conveying contingency or non-discretionary conditionality; and
- 2.1.6. uses the term “will” or the phrases “is to be” or “are to be” with respect to an event, outcome, action, etc., the term or phrase is to be interpreted as conveying such certainty or imperativeness that “shall” is either unnecessary or irrelevant in that instance.

2.2. Contract Order of Precedence



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- 2.2.1. Complementary Documents. All of the documents forming the Contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the Work as though the relevant Work, requirements, obligations, or duties had been fully described in all, consistent with the other documents forming the Contract and as is reasonably inferable from them as being necessary to produce complete results.
- 2.2.2. Conflicts. In case of any inconsistency, conflict, or ambiguity among the documents forming the Contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document but not in another is not to be considered a conflict or inconsistency.
 - 2.2.2.1. Contract Amendments;
 - 2.2.2.2. The final Solicitation Documents, in the following order:
 - (1) Special Terms and Conditions;
 - (2) Exhibits to the Special Terms and Conditions;
 - (3) Uniform Terms and Conditions;
 - (4) Scope of Work;
 - (5) Exhibits to the Scope of Work;
 - (6) Pricing Document;
 - (7) Exhibits to the Pricing Document;
 - (8) Specifications; and
 - (9) Any other documents referenced or included in the Solicitation;
 - 2.2.2.3. Orders, in reverse chronological order; and
 - 2.2.2.4. Accepted Offer.
- 2.2.3. Attachments and Exhibits. For clarity of intent, if an item was an Attachment in the Solicitation Documents or an Offer (either Initial, Revised, Best and Final, or Accepted) and was subsequently made into an Exhibit, or its content was incorporated into one of the other Contract documents, then that Attachment no longer exists contractually as an "Attachment" since it has at that point been made



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into some other Contract document. In every other case, an Attachment and the Offeror data therein remain part of the Accepted Offer for purposes of precedence and contractual effect.

- 2.3. **Independent Contractor.** Contractor is an independent contractor and shall act in an independent capacity in performance under the Contract. Neither party is or is to be construed as being the employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.
- 2.4. **Complete Integration.** The Contract, including any documents incorporated into the Contract by reference, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the Contract.

3. **Contract Administration and Operation**

- 3.1. **Term of Contract.** The term of the Contract will commence on the date indicated on the Acceptance and continue for twenty-four (24) months unless cancelled, terminated, or permissibly extended.
- 3.2. **Contract Extensions.** State may at its discretion extend the initial Contract term in increments of one or more months and do so one or more times, provided that the maximum aggregate term of the Contract including extensions cannot exceed the maximum aggregate term of five (5) years.

3.3. **Notices and Correspondence**

- 3.3.1. **To Contractor.** State shall address all Contract correspondence other than formal notices to the email address indicated as "Default for Type" for "General Mailing Address" in Contractor's corresponding State's e-Procurement System Vendor Profile; and address any required notices to Contractor to the "Contact Name and Title" at the "Mailing Address" indicated on the Accepted Offer, as that address might have been amended during the term of the Contract.
- 3.3.2. **To State.** Contractor shall address all Contract correspondence other than formal notices to the email address indicated in "Contact Instructions" in the The State's e-Procurement System Summary for State; and address any required notices to State to the Procurement Officer identified as "Purchaser" in the State's e-Procurement System Summary at the following mailing address:

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3.3.3. **Changes.** State may change the designated Procurement Officer, update contact information, or change the applicable mailing address.

3.4. **Signing of Contract Amendments.** Contractor's counter-signature – or "approval" in The State's e-Procurement System, in the case of an amendment, – is not required to give effect if the Contract Amendment only covers either:

- 3.4.1. extension of the term of the Contract within the maximum aggregate term;
- 3.4.2. revision to Procurement Officer appointment or contact information; or
- 3.4.3. modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the Contract.

In every case other than those listed in (1), (2), and (3) above, both parties' signatures – or "approval" in The State's e-Procurement System, in the case of an Amendment – are required to give it effect.

3.5. **Click Through Terms and Conditions** If either party uses a web-based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the Contract (each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of State do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the Contract. Accordingly, where an authorized State user is required to "click through" or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized State user is required to accept or be made subject to any terms and conditions in accessing or employing any Materials or Services, those terms and conditions will also be void.

3.6. **Books and Records**

- 3.6.1. **Retain Records.** By A.R.S. §41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating to any cost and pricing data submitted in satisfaction of § 41-2543 for the period specified in the statute
- 3.6.2. **Right To Audit.** The retained books and records are subject to audit by State during that period. By A.R.S. §41-2548(B), Contractor shall retain and shall contractually



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require each Subcontractor to retain books and records relating to performance under the Contract for the period specified in the statute and those retained books and records are subject to audit by State during that period.

- 3.6.3. **Auditing.** Contractor or Subcontractor shall either make all such books and records under subparagraphs 3.6.1 and 3.6.2 available to State at all reasonable times or produce the records at a designated State office on State's demand, the choice of which being at State's discretion. For the purpose of this paragraph, "reasonable times" are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.
- 3.7. **Contractor Licenses.** Contractor shall maintain current federal, state and local licenses and permits required for the operation of its business in general, for its operations under the Contract, and for the Work itself.
- 3.8. **Inspection and Testing.** By A.R.S. §41-2547, State may at reasonable times inspect the part of Contractors' or Subcontractors' plant or places of business related to performance under the Contract. Accordingly, Contractor agrees to permit (for itself) and ensure (for Subcontractors) access for inspection at any reasonable time to its facilities, processes, and services. State may inspect or test, at its own cost, any finished goods, work-in-progress, components, or unfinished materials that are to be supplied under the Contract or that will be incorporated into something to be supplied under the Contract. If the inspection or testing shows non-conformance or defects, then Contractor will owe State reimbursement or payment of all costs it incurred in carrying out or contracting for the inspection and testing, as well as for any reinspection or retesting that might be necessary. Neither inspection of facilities nor testing of goods, work, components, or unfinished materials will of itself constitute acceptance by State of those things.
- 3.9. **Ownership of Intellectual Property**
 - 3.9.1. **Rights In Work Product.** All intellectual property originated or prepared by Contractor pursuant to the Contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the Contract, are considered work product and Contractor's property, provided that, State has Government Purpose Rights to that work product as and when it was delivered to State.
 - 3.9.1.1. "Government Purpose Rights" are:



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- 3.9.1.1.1. the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which State is a party;
- 3.9.1.1.2. the right to release or disclose that work product to third parties for any State government purpose; and
- 3.9.1.1.3. the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any State government purpose; such recipients being understood to include the federal government, the governments of other states, and various local governments.

- 3.9.1.2. "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from, or disclose that work product for any commercial purpose or to authorize others to do so.

- 3.9.2. Joint Developments. The parties may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the Contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.
- 3.9.3. Pre-existing Material. All pre-existing software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of the Contract or applicable Purchase Orders are not part of the work product to which rights are granted State under subparagraph 3.9.1 above, and will remain the exclusive property of Contractor, provided that:
 - 3.9.3.1. any derivative works of such pre-existing material or elements thereof that are created pursuant to the Contract are part of that work product;
 - 3.9.3.2. any elements of derivative work of such pre-existing material that was not created pursuant to the Contract are not part of that work product; and
 - 3.9.3.3. except as expressly stated otherwise, nothing in the Contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing materials.

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3.9.4. **Developments Outside Of Contract.** Unless expressly stated otherwise in the Contract, does not preclude Contractor from developing competing materials outside the Contract, irrespective of any similarity to materials delivered or to be delivered to State hereunder.

3.10. Subcontract

3.10.1. **Initial list.** At the time of Contract execution, Contractor's candidate Subcontractors were identified in Attachment Proposed Subcontractors to the Accepted Offer [Proposed Subcontractors]. Agreeing to them being included in the Accepted Offer signified Procurement Officer's advance consent for Contractor to enter into a Subcontract with each candidate, which Contractor shall do as promptly as necessary to ensure its ability to carry out the Work in a timely manner.

3.10.2. **Additional names.** Contractor shall not enter into a Subcontract without first obtaining Procurement Officer's written consent with any prospective Subcontractor that (a) was not listed on the Attachment Proposed Subcontractors at time of Contract execution or (b) is for any Materials or Services categories other than the ones for which they were previously consented. For either case (a) or (b), Contractor shall submit a written request sufficiently in advance of the need date for those materials or services so that performance under the Contract is not impaired. Procurement Officer may request any additional information he or she determines is necessary to assess the submittal, and may withhold consent pending it.

3.10.3. **Flow-down.** Contractor shall incorporate the provisions, terms, and conditions of the Contract into every Subcontract by inclusion or by reference, as appropriate. When making any post-execution consent requests, Contractor shall include its warrant that it will do the same for the pending Subcontracts covered by the request. Entering into Subcontracts will not relieve Contractor of any of its obligations or duties under the Contract, including, among other things, the duty to supervise and coordinate the work of Subcontractors. Nothing contained in any Subcontract will create or is to be construed as creating any contractual relationship between State and the Subcontractor.

3.11. Orders

3.11.1. **Order Sufficiency.** The Contract was awarded in accordance with the Arizona Procurement Code; the transactions and procedures required by the code for competitive source selection have been met. An Order issued that cites the correct State contract number will suffice to authorize the Contractor to provide the Materials and perform the Services covered by that Order.



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- 3.11.2. Order Terms. All Orders are subject to the Contract Terms and Conditions; an Order cannot modify the Contract Terms and Conditions.
- 3.11.3. Orders Are Obligatory. Until the expiration or earlier termination of the Contract, State may issue and Contractor shall accept Orders that make proper reference to the Contract and are permissible hereunder, provided that, Contractor is not obliged to accept any Order that is not consistent with the then-current pricing, lead times, specifications, or payment provisions of the Contract. Contractor shall fulfill and complete any Orders that are begun but not yet completed as of expiration or earlier termination of the Contract unless State instructs otherwise at the time.
- 3.11.4. Special Case. In the special case where both the following conditions are true, Procurement Officer's signature on the Acceptance is Contractor's authorization to perform and therefore no Order is required: (a) the Contract is identified as being a "single-agency/single-project" contract and (b) the Contract was created in The State's e-Procurement System as something other than a "Master/ Blanket" type.
- 3.11.5. No Minimums Or Commitments. (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on Orders; (b) State makes no commitment of any kind concerning the quantity or monetary value of activity actually initiated or completed during the term of the Contract; (c) Contractor shall only deliver or perform as authorized by Orders; and (d) State is not limited as to the number of Orders it may issue for the Contract. For clarity of intent, the foregoing applies equally whether an Eligible Agency issues the Order or, if applicable, a Co-Op Buyer issues it.
- 3.11.6. Non-contracted Materials Or Services. Any attempt to knowingly represent for sales, marketing, or related purposes that goods or services not specifically awarded are under a State contract is a violation of the Contract and law.
- 3.12. The Contract is a "statewide" contract for multiple purchases, projects, or assignments, and can be purchased against by some or all Eligible Agencies and any Co-Op Buyers that elect to participate. Even if only one Eligible Agency needs or elects to purchase against the Contract, it is to be construed as being a "statewide" contract hereunder.

The Contract is an indefinite delivery, indefinite quantity (ID/IQ) type of contract; it is to be construed as a "delivery order" sub-type of ID/IQ contract to the extent the Work is Materials, and a "task order" sub-type to the extent the Work is Services.

 - 3.12.1. Contractor shall verify if an ordering entity is a bona fide Co-Op Buyer before selling Materials to or providing Services for them under the Contract. The current list of Co-Op Buyers is available on the State Procurement Office website:



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<https://spo.az.gov/programs/cooperative>

- 3.12.2. Contractor shall sell to Co-Op Buyers at the same price and on the same lead times and other terms and conditions under which it sells to Eligible Agencies, with the sole exception of any legitimately additional costs for extraordinary shipping or delivery requirements if the Co-Op Buyer is having Materials delivered or installed or Services performed at locations not contemplated in the contracted pricing (e.g. delivery to a location outside Arizona).
- 3.12.3. Contractor shall pay State an administrative fee against all Contract sales to Co-Op Buyers, as provided for under A.R.S. § 41-2633. The fee rate is one (1%) percent. Failure to remit the administrative fees is a material breach of contract, and will entitle the State to its remedies under Article 8 and its right to terminate for default under Article 9. Method of calculation, payment procedures, and other details are provided on the State Procurement Office website:

<https://spo.az.gov/suppliers/usage-reporting>

- 3.12.4. Contractor shall submit to State a quarterly usage report documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle the State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

<https://spo.az.gov/suppliers/usage-reporting>

- 3.12.5. Contractor shall acknowledge each Order from Eligible Agencies within 1 (one) business day after receipt by either: (a) “approving” the Order electronically in The State’s e-Procurement System, which will indicate Contractor’s unqualified acceptance of the Order as issued; or (b) “rejecting” the Order electronically in The State’s e-Procurement System, with a concurrent explanation by email to relevant originator as to the reason for rejecting it. By way of reminder, the only grounds on which the Contractor may reject or refuse an Order are those set out in subparagraph 3.11.3 [Orders are Obligatory]. Unless and until Contractor has approved the Order in The State’s e-Procurement System, it will have no effect under the Contract and will not oblige either State or Contractor. If the relevant Eligible Agency explicitly instructs at the time that a verbal acceptance is sufficient because of urgency or other unusual circumstances and Contractor duly gives its verbal acceptance, then Contractor will be deemed to have accepted the Order



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immediately upon commencing performance, provided that, Contractor must follow-up its verbal acceptance by accepting the Purchase Order electronically in The State's e-Procurement System within 3 (three) business days. Contractor shall thereafter be barred from subsequently rejecting the Order in The State's e-Procurement System and if it does so the rejection will be void.

- 3.12.6. Contractor shall acknowledge each Order from Co-Op Buyers in conformance with each buyer's instructions given at the time of ordering or in any supplemental participating agreement Contractor might have with them. Orders from Co-Op Buyers create no obligation on State's part, since they are entirely between the Co-Op Buyer and Contractor. That notwithstanding, Contractor's obligation under the Contract is to service Co-Op Buyers commercially as though they were with an Eligible Agency, and Contractor's refusal to do so would be a material breach of the Contract.
- 3.13. Multiple-Use Provisions. Eligible Agencies may issue Orders for Services in several forms, all of which become final and effective by a "Release Purchase Order" in The State's e-Procurement System. Orders issued by Co-Op Buyers will be in whatever form the Co-Op Buyer normally uses. Regardless of origin, Orders must cite the State contract number to be valid. State may, at its discretion in each instance, determine the scope, schedule, and price for each Order in any of the following ways:
 - 3.13.1. By choosing some or all of the Materials or Services items covered by the Contract for which a price is established in the Pricing Document, then preparing an Order using those prices (e.g., filling out an order form), and sending it to the Contractor.
 - 3.13.2. By instructing Contractor to provide a comprehensive proposal of item quantities, combinations, etc., or services hours, personnel, etc., for a defined scope using those established prices as a basis, then validating and negotiating the proposal with Contractor and issuing an Order if and when reaching agreement.
 - 3.13.3. As described in (2) above but requesting the proposal from both Contractor and other vendors who are contracted within the applicable scope categories and locations, either sequentially or concurrently, then selecting the proposal or proposals combination that is most advantageous to State.
 - 3.13.4. As described in (3) above but introducing ad-hoc commercial competition by making the selection and ordering conditional on obtaining more favorable prices than the contractually-established ones.
- 3.14. Other Contractors. State may undertake with its own forces or award other contracts to the same or other vendors for additional or related work. In such cases, Contractor shall cooperate fully with State's employees and such other vendors and carefully coordinate, fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where



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the Contract requires handing-off Contractor's work to others, Contractor shall cooperate as State instructs regarding the necessary transfer of its work product, services, or records to State or the other vendors. Contractor shall not commit or permit any act that interferes with the State's or other vendors' performance of their work, provided that, State shall enforce the foregoing section equitably among all its vendors so as not to impose an unreasonable burden on any one of them.

3.15. Work on State Premises

- 3.15.1. **Compliance With Rules.** Contractor is responsible for ensuring that its personnel comply with State's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing Materials or performing Services on State's grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the Contract. Contractor is reminded that violation of the prohibition under A.R.S. § 13-1502 against possession of weapons on State's property by anyone for whom Contractor is responsible is a material breach of contract and grounds for termination for default.
- 3.15.2. **Protection Of Grounds And Facilities.** Contractor shall deliver or install the Materials and perform the Services without damaging any State grounds or facilities. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions State needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 of the Uniform Terms and Conditions [Right of Offset].

4. Costs and Payments

4.1. Payments

- 4.1.1. **Payment Deadline.** State shall make payments in compliance with Arizona Revised Statutes Titles 35 and 41. Unless and then only to the extent expressly stated otherwise in the Pricing Document, State shall make payment in full for Materials that have been delivered and accepted and Services that have been performed and accepted within the time specified in A.R.S. § 35-342 after both of the following become true: (a) all of the Materials being invoiced have been delivered or installed (as applicable) and accepted and all of the Services being invoiced have been

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performed and accepted; and (b) Contractor has provided a complete and accurate invoice in the form and manner called for in the Pricing Document, provided that, State will not make or be liable for any payments to Contractor until Contractor has registered properly in The State's e-Procurement System and provided a current IRS Form W-9 to State unless excused by law from providing one.

4.1.2. **Payments Only To Contractor.** Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, State will only make payment to Contractor under the federal tax identifier indicated on the Accepted Offer.

4.2. Applicable Taxes

4.2.1. **Contractor To Pay All Taxes.** State is subject to Arizona TPT. Therefore, Arizona TPT applies to all sales under the Contract and Arizona TPT is Contractor's responsibility (as seller) to remit. Contractor's failure to collect Arizona TPT or any other applicable sales or use taxes from an Eligible Agency or Co-Op Buyer (as buyer) will not relieve the Contractor of any obligation to remit sales or use taxes that are due under the Contract or laws. Unless stated otherwise in the Pricing Document, all prices therein include Arizona TPT as well as every other manner of transaction privilege or sales/use tax that is due to a municipality or another state or its political subdivisions. Contractor shall pay all federal, state, and local taxes applicable to its operations and personnel.

4.2.2. **Tax Indemnity.** Contractor shall hold State harmless from any responsibility for taxes or contributions, including any applicable damages and interest, that are due to federal, state, and local authorities with respect to the Work and the Contract, as well as any related costs; the foregoing expressly includes Arizona TPT, unemployment compensation insurance, social security, and workers' compensation insurance.

5. Contract Changes

5.1. **Contract Amendments** The Contract is issued for State under the authority of Procurement Officer. Only a Contract Amendment can modify the Contract, and then only if it does not change the Contract's general scope. Purported changes to the Contract by a person not expressly authorized by Procurement Officer or made unilaterally by Contractor will be void and without effect; Contractor will not be entitled to any claim made under the Contract based on any such purported changes.

5.2. Assignment and Delegation.

5.2.1. **In Whole.** Contractor shall not assign in whole its rights or delegate in whole its duties under the Contract without Procurement Officer's prior written consent, which



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consent Procurement Officer may withhold at his or her discretion. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving State satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when State first awarded it the Contract.

5.2.2. In Part. Subject to paragraph 3.10 [Subcontracts] with respect to subcontracting, Contractor may assign particular rights or delegate particular duties under the Contract, but shall obtain Procurement Officer's written consent before doing so. Procurement Officer shall not unreasonably withhold consent so long as the proposed assignment or delegation does not attempt to modify the Contract in any way or to alter or impair State's rights or remedies under the Contract or laws.

6. Risk and Liability

6.1. Risk of Loss. Contractor shall bear all risk of loss to Materials while in pre-production, production, storage, transit, staging, assembly, installation, testing, and commissioning, if and as those duties are within the scope of the Work, until they have been accepted as conforming by State in the particular location and situation specified in the Order, or as specified generally elsewhere in the Contract if the Order does not provide particulars, provided that, risk of loss for nonconforming Materials will remain with Contractor notwithstanding acceptance to the extent the loss stems from the nonconformance.

6.2. Contractor Insurance

<https://staterisk.az.gov/sites/default/files/documents/files/State%20Risk%20Management%20Insurance%20%20Indemnification%20Modules%20-%20Current.pdf#overlay-context=insurance/forms>

6.2.1. Indemnification Clause

6.2.1.1. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its



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owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona.

6.2.1.2. This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

6.2.2. **Insurance Requirements**

6.2.2.1. Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

6.2.2.2. The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

6.2.3. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

6.2.3.1. Contractor shall provide coverage with limits of liability not less than those stated below.



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6.2.3.1.1. Commercial General Liability (CGL) – Occurrence Form Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Premises \$50,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

6.2.3.1.2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or nonowned automobiles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000

a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

6.2.3.1.3. Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability o Each Accident \$1,000,000



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- a. Disease – Each Employee \$1,000,000
- b. Disease – Policy Limit \$1,000,000

- o Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- o This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

1.2.3.1.4 Professional Liability (Errors and Omissions Liability)

- Each Claim \$2,000,000
- Annual Aggregate \$2,000,000

- a. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of two (2) years beginning at the time work under this Contract is completed.
- b. The policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.

6.2.4 Additional Insurance Requirements:

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

6.2.4.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. §41-621 (E).

6.2.4.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

1.2.4 Notice of Cancellation

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or



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will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

1.2.5 **Acceptability of Insurers**
Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

1.2.6 **Verification of Coverage** Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

1.2.6.1 All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

1.2.6.2 Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

1.2.6.3 All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

1.2.7 **Subcontractors**

1.2.7.1 Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

1.2.8 **Approval and Modifications**

1.2.8.1 The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

1.2.9 **Exceptions**



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1.2.9.1 In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

6.3. Patent and Copyright Indemnification. *[CONTRACTOR/VENDOR (NOT PUBLIC AGENCY)]*. With respect to Materials or Services provided or proposed by a Contractor Indemnitor for performance under the Contract, Contractor shall indemnify, defend and hold harmless State Indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorneys' fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the Materials and the Services. With respect to the defense and payment of claims under this subparagraph:

- 6.3.1. State shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;
- 6.3.2. Contractor, with reasonable consultation from State, shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise;
- 6.3.3. State may elect to participate in such action at its own expense; and
- 6.3.4. State may approve or disapprove any settlement or compromise, provided that, (i) State shall not unreasonably withhold or delay such approval or disapproval and (ii) State shall cooperate in the defense and in any related settlement negotiations.

If Contractor is a public agency, this paragraph 6.4 does not apply.

6.4. Force Majeure

6.4.1. Definition. For this paragraph, "force majeure" means an occurrence that is

- 6.4.1.1. beyond the control of the affected party,
- 6.4.1.2. occurred without the party's fault or negligence, and
- 6.4.1.3. something the party was unable to prevent by exercising reasonable diligence. Without limiting the generality of the foregoing, force majeure expressly includes acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authorities, and, subject to paragraph 7.6 [Performance in Public Health Emergency], declared public health emergencies. Force majeure

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expressly does not include late delivery caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, late performance by a Subcontractor unless the delay arises out of an occurrence of force majeure, or inability of either Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

- 6.4.2. **Relief From Performance.** Except of sums due, the parties are not liable to each other if an occurrence of force majeure prevents its performance under the Contract. If either party is delayed at any time in the progress of their respective performance under the Contract by an occurrence of force majeure, the delayed party shall notify the other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are ongoing, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so. The parties shall extend the time of completion by Contract Amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing.
- 6.4.3. **Excusable Delay Is Not Default.** Failure in performance by either party will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if and to the extent that such failure was or is being caused by an occurrence of force majeure.
- 6.4.4. **Default Diminishes Relief.** Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party's default unrelated to the occurrence, in which case and to that extent the other party's normal remedies and the affected party's obligations would apply undiminished.

7. Warranties

- 7.1. **Conformity to Requirements.** Contractor warrants that, unless expressly provided otherwise elsewhere in the Contract, the Materials and Services will for 1 (one) year after acceptance and in each instance: (1) conform to the requirements of the Contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any Contractor affirmations included as part of the Contract; (2) be free from defects of material and workmanship; (3) conform to or perform in a manner



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consistent with current industry standards; and (4) be fit for the intended purpose or use described in the Contract. Mere delivery or performance does not substitute for express acceptance by the State. Where inspection, testing, or other acceptance assessment of Materials or Services cannot be done until after installation, the forgoing warranty will not begin until State's acceptance.

- 7.2. Contractor Personnel. Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Contractor further warrants that its key personnel will maintain any certifications relevant to their work, and Contractor shall provide individual evidence of certification to State's authorized representatives upon request.
- 7.3. Intellectual Property. Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.
- 7.4. Licenses and Permits Contractor warrants that it will maintain all licenses required under paragraph 3.7 [Contractor Licenses] and all required permits valid and in force.
- 7.5. Operational Continuity Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under paragraph 5 [Assignment and Delegation] that expressly recognizes the event.
- 7.6. Performance in Public Health Emergency Contractor warrants that it will:
 - 7.6.1. have in effect, promptly after commencement, a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum:
 - 7.6.1.1. identification of response personnel by name;
 - 7.6.1.2. key succession and performance responses in the event of sudden and significant decrease in workforce; and
 - 7.6.1.3. alternative avenues to keep sufficient product on hand or in the supply chain;
 - 7.6.2. provide a copy of its current plan to State within 3 (three) business days after State's written request. If Contractor claims relief under paragraph 6.5 [Force Majeure] for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and



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exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable.

- 7.6.3. A request from the State related to this Section does not necessarily indicate that there has been an occurrence of force majeure, and the Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement a plan .
- 7.6.4. Failure to have or implement an appropriate plan will be a material breach of contract.

7.7. Lobbying

- 7.7.1. **Prohibition.** Contractor warrants that it will not engage in lobbying activities, as defined in 40 Code of Federal Regulations (CFR) part 34 and A.R.S. § 41-1231, et seq., using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety. Contractor shall implement and maintain adequate controls to assure compliance with (a) above. Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.
- 7.7.2. **Exception.** This paragraph does not apply to the extent that the Services are defined in the Contract as being lobbying for State's benefit or on State's behalf.

7.8. **Survival of Warranty.** All representations and warranties made by Contractor under the Contract will survive the expiration or earlier termination of the Contract.

8. General Provisions for Materials

- 8.1. **Applicability.** Article 11 applies to the extent the Work is or includes Materials.

- 8.2. **Off-Contract Materials.** Contractor shall ensure that the design and/or procedures for the Materials ordering method prevents Orders for off-contract items or excluded items. Notwithstanding that State might have its own internal administrative rules regarding off-contract or excluded item ordering, and endeavors to prevent such orders from occurring, Contractor is responsible for not accepting any such Orders. State may, at its discretion, return any such items under subparagraph 11.17 or cancel any such Order under

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subparagraph 11.18, in either case being without obligation and at Contractor's expense. As used above, "off-contract item" refers to any product not included in the scope of the Contract and for which no price or compensation has been established contractually, and "excluded item" refers to any product expressly stated in the Contract as being excluded from the Contract.

- 8.3. **Compensation for Late Deliveries.** Contractor shall have clear, published policies in place regarding late delivery, order cancelation, discounts, or rebates given to compensate for late deliveries, etc., and make them readily available to those Eligible Agencies, and Co-Op Buyers if applicable, that are likely to need them.
- 8.4. **Indicate Shipping Costs on Order.** Contractor shall identify and provide the required substantiating documentation for the amount it intends to add for shipping in the Order acknowledgment if shipping is additional to the contracted price or rate for an item; otherwise, Contractor shall indicate that shipping is included in the Order price (in other words, every Order must indicate clearly whether or not shipping is included in the Order price, and if not included, how much is to be added and why that amount is the correct or appropriate one)
- 8.5. **Current Products.** Contractor shall keep all products being offered under the Contract: (a) in current and ongoing production; (b) in its advertised product lines; (c) as models or types that are actively functioning in other paying customer environments; and (d) in conformance to the requirements of the Contract.
- 8.6. **Maintain Comprehensive Selection.** Contractor shall provide at all times the comprehensive selection of products for which a price is established in the Commercial Document for ordering by Eligible Agencies, and Co-Op Buyers if applicable.
- 8.7. **Additional Products.** State, at its discretion, may modify the scope of the Contract by Contract Amendment to include additional products or product categories so long as they are within the general scope of the ones originally covered by the Contract. Once the Contract Amendment has been fully executed, Contractor shall then update all applicable catalogs and price lists and make them available to all affected entities at no additional cost. Either party may make the request to add products to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional products, but State may elect not to add some or all of the products in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request must include: (a) documentation demonstrating that the additional products meet or exceed the specifications for the original products while remaining in the same product groups as the original ones; and (b) documentation demonstrating that the proposed price for the additional products is both fair and reasonable and at the same level of discount relative to market price as were the original ones. Demonstration of (b) typically requires showing how prices at which sales are currently or were last made to a significant number of

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buyers compare to the prices or discounts (as applicable) being proposed for the additional products.

- 8.8. **Discontinued Products** If a product or groups of products covered by the Contract are discontinued by the manufacturer, Contractor shall notify State within 5 (five) business days after receiving the manufacturer's notification. State, at its discretion, will either allow Contractor to provide substitutes for the discontinued products or delete the products from the scope of the Contract, both of which will be accomplished by Contract Amendment. Contractor shall then update all applicable catalogs and price lists and make them available to all affected entities at no additional cost. The parties shall negotiate in good faith a fair price for any substitute product, but State may elect to delete the products from the scope of the Contract if no agreement is reached on substitute pricing in a timely manner. When notifying State of the discontinuance, Contractor shall provide: (a) manufacturer's announcement or documentation stating that the products have been discontinued, with identification by model/part number; (b) documentation demonstrating that the substitute products meet or exceed the specifications for the discontinued products while remaining in the same product groups as were the discontinued ones; and (c) documentation demonstrating that the proposed price for the substitute products is both fair and reasonable and at the same level of discount relative to market price as were the discontinued ones.
- 8.9. **Forced Substitutes.** Forced substitutions will not be permitted; Contractor shall obtain State's prior written consent before making any discretionary substitution for any product covered by the Contract.
- 8.10. **Recalls.** In the event of a recall notice, technical service bulletin, or other important notification affecting a product offered under the Contract (collectively, "recalls" hereinafter), Contractor shall send timely notice to State for each applicable Order referencing the affected Order and product. Notwithstanding whatever protection Contractor might have under A.R.S. §12-684 with respect to a manufacturer, Contractor shall handle recalls entirely and without obligation on State's part, other than to permit removal of installed products, retrieval of stored products, etc., as necessary to implement the recall.
- 8.11. **Delivery**
 - 8.11.1. **PRICING.** Unless stated otherwise in the Purchase Order, all Materials prices set forth therein are Free Carrier (FCA seller's dock) Incoterms®2010, with "seller's dock" meaning the last place of manufacturing, assembly, integration, final packing, or warehousing before departure to designated point of delivery to State. For reference, the foregoing is to be construed as equivalent to "F.O.B. Origin, Contractor's Facility" under [FAR 52.247-30](#).



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8.11.2. **LIABILITY.** Unless stated otherwise in the Purchase Order, Contractor's liability for all Materials is Delivered Duty Paid (DDP) (State-designated receiving point per Order) Incoterms®2010, but with unloading at destination included. For reference, the foregoing is to be construed as equivalent to "F.o.b. Destination, Within Consignee's Premises" under [FAR 52.247-35](#).

8.11.3. **PAYMENT.** Unless stated otherwise in the Purchase Order, State shall reimburse Contractor the costs of the difference between DDP (State-designated receiving point per Order) and FCA (seller's dock) with no mark-up, which Contractor shall itemize and invoice separately.

8.12. **Delivery Time.** Unless stated otherwise in the Purchase Order, Contractor shall make delivery within 2 (two) business days after receiving each Order.

8.13. **Delivery Locations.** Contractor shall offer deliveries to every location served under the scope of the Contract, specifically

- 8.13.1. if the Contract is for a single State agency in a single area, then Contractor shall deliver to any agency location in that area;
- 8.13.2. if the Contract is for a single State agency in all its locations, then Contractor shall deliver to any of that agency's location in Arizona;
- 8.13.3. if the Contract is for statewide use but excludes certain areas, then Contractor shall deliver to any Eligible Agency or Co-Op Buyer location that is not in the excluded areas; and
- 8.13.4. if the Contract is for unrestricted statewide use, then:
 - 8.13.4.1. Contractor shall deliver to any Eligible Agency or Co-Op Buyer anywhere in Arizona;
 - 8.13.4.2. if a prospective Co-Op Buyer outside Arizona wishes to order against the Contract, Contractor agrees to negotiate in good faith any fair and reasonable price or lead time adjustments necessary to serve that location if practicable to do so within the scope of its normal business; and,
 - 8.13.4.3. if the Purchase Order indicates defined delivery areas and prices, those always apply unless the Order expressly states otherwise and Contractor accepts it.

8.14. **Conditions at Delivery Location.** Contractor shall verify receiving hours and conditions (i.e. height/weight restrictions, access control, etc.) with the relevant purchaser for the

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receiving site before scheduling or making a delivery. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late delivery if Contractor has failed to make the verification or comply with the applicable conditions. Contractor shall make each delivery to the specific location indicated in the Order, which Contractor acknowledges might be inside an industrial building, institutional building, low-rise office building, or high-rise office building instead of a normal receiving dock. Contractor might be required to make deliveries to locations inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required for each delivery and driver individually. Contractor shall contact each such facility directly to confirm its most-current security clearance procedures, allowable hours for deliveries, visitor dress code, and other applicable rules. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late delivery if Contractor has failed to make the confirmation or comply with the applicable conditions.

8.15. **Materials Acceptance.** State has the right to make acceptance of Materials subject to a complete inspection on delivery and installation, if installation is Contractor's responsibility. State may apply as acceptance criteria conformity to the Contract, workmanship and quality, correctness of constituent materials, and any other matter for which the Contract or applicable laws state a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. Contractor shall remove any rejected Materials from the delivery location, or from any immediate environs to which it might have been reasonably necessary to move it, carry it off the delivery premises, and subsequently deliver an equal number or quantity of conforming items. State will not owe Contractor any payment for rejected Materials, and State may, at its discretion, withhold or make partial payment for any rejected Materials that have been returned to Contractor in those instances where State has agreed to permit repair instead of demanding replacement.

8.16. **Correcting Defects.** Contractor shall, at no additional cost and without entitlement to extension of any delivery deadline or specified time for performance, remove or exchange and replace any defective or non-conforming delivered or installed Materials

8.16.1. Contractor shall be solely responsible for the cost of any associated cutting and patching, temporary protection measures, packing and crating, hoisting and loading, transportation, unpacking, inspection, repacking, reshipping, and reinstallation if installation is within the scope of the Contract.

8.16.2. If Contractor fails to do so in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 [*Right of Offset*] of the Uniform Terms and Conditions.

8.16.3. Whether State will permit Contractor to repair in place or demands that Contractor remove and replace is at State's discretion in each instance, provided that, State shall not apply that discretion punitively if repair in place is practicable and doing

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so would not create safety hazards, put property at risk, unreasonably interfere with operations, create public nuisance, or give rise to any other reasonable concern on State's part.

8.17. **Returns.** State may, at its discretion, return for full credit and with no restocking charges any delivered. Materials unused in the original packaging, including any instruction manuals or other incidental item that accompanied the original shipment, within thirty (30) days after receipt. If State elects to return delivered Materials, then State shall pay all freight, delivery, and transit insurance costs to return the products to the place from which Contractor shipped them, provided that, if State returns delivered Materials because they are defective or non-conforming or for any other reason having to do with Contractor fault or error, then State will not be responsible for paying freight, delivery, or transit insurance costs to return the products and may, at its discretion, either have those billed directly to Contractor or offset them under paragraph 8.5 [*Right of Offset*] of the Uniform Terms and Conditions.

8.18. **Order Cancellations.** State may cancel Orders within a reasonable period after issuance and at its discretion. The same method as that used for ordering will be used for cancellation. If State cancels an Order, then State shall:

- 8.18.1. pay Contractor for any portion of the Materials and Services from that Order that have been properly delivered or performed as of the cancellation effective date plus one (1) additional business day.
- 8.18.2. reimburse Contractor for:
 - 8.18.2.1. its actual, documented costs incurred in fulfilling the Order up to the cancellation effective date plus one (1) additional business day;
 - 8.18.2.2. the cost of any obligations it incurred in fulfilling the Order up to the cancellation effective date plus one (1) additional business day that demonstrably cannot be canceled, or that have pre-established cancelation penalties specified in the relevant Subcontracts, to the extent the penalties are reasonable and customary for the work in question; and,
 - 8.18.2.3. Contractor shall not charge or be entitled to charge State for any new costs it incurs after receiving the cancellation notice. By way of reminder, State is not liable for any products that were produced, shipped, or delivered or any services that were performed before Contractor had acknowledged the corresponding Order

8.19. **Product Safety.** Materials as-shipped must comply with applicable safety regulations and standards. Unless expressly stated otherwise in the Scope of Work, State is not responsible for making any Materials safe or compliant following acceptance and is relying exclusively on Contractor to deliver only products that are already safe and compliant.



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8.20. **Hazardous Materials.** Contractor shall timely provide State with any "Safety Data Sheets" (SDS) and any other hazard communication documentation required under the US Department of Labor's Occupational Safety and Health Administration (OSHA) "Hazard Communication Standard" (often referred to as the "HazCom 2012 Final Rule") that is reasonably necessary for State to comply with regulations when it or its other contractors install, handle, operate, repair, maintain or remove any Materials. Note that, in the past, those documents might have been referred to as "Material Safety Data Sheets" or "Product Safety Data Sheets", but State (and this Contract) use only the more up-to-date "SDS" reference. Contractor shall ensure that all its relevant personnel understand the nature of and hazards associated with, to the extent it they are Contractor's responsibility under the Contract, the design, shipping, handling, delivery, installation, repair and maintenance of any portion of the Work that is, contains or will become upon use a hazardous material, with "hazardous material" being any material or substance that is: (1) identified now or in the future as being hazardous, toxic or dangerous under applicable laws; or (2) subject to statutory or regulatory requirement governing special handling, disposal or cleanup.

9. General Provisions for Services

9.1. **Applicability.** Article 12 applies to the extent the Work is or includes Services.

9.2. **Comprehensive Services.** Contractor shall provide the comprehensive range of services for which a price is established Offering in the Pricing Document for ordering by Eligible Agencies and Co-Op Buyers, if co-op buying applies.

9.3. **Additional Services.** State at its discretion may modify the scope of the Contract by Contract Amendment to include additional services or service categories that are within the general scope of the ones originally covered by the Contract if it determines that doing so is in its best interest. Once the Contract Amendment is fully executed, Contractor shall then update all applicable price lists and make them available to all affected entities at no additional cost. Either party may make the request to add services to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional services, but State may elect not to add some or all of the services in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request must include documentation demonstrating that the proposed price for the additional services is both fair and reasonable and comparable to the original ones.

9.4. **Off-Contract Services.** Contractor shall ensure that the design and/or procedures for the Services ordering method prevents Orders for off-contract or excluded services. Notwithstanding that State might have its own internal administrative rules regarding off-contract or excluded service ordering, and endeavors to prevent such orders from occurring, Contractor is responsible for not accepting any such Orders. State may, at its discretion, cancel any such Order without obligation. As used above, "off-contract service" refers to any

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service not included in the scope of the Contract and for which no price or compensation has been established contractually, and “excluded service” refers to any service expressly excluded from the scope of the Contract.

- 9.5. **Removal of Personnel.** Notwithstanding that Contractor is in every circumstance responsible for hiring, assigning, directing, managing, training, disciplining, and rewarding its personnel, State may at its discretion and without the obligation to demonstrate cause instruct Contractor to remove any of its personnel from State's facilities or from further assignment under the Contract. In such cases, Contractor shall promptly replace them with other personnel having equivalent qualifications, experience, and capabilities.
- 9.6. **Transitions.** During commencement, Contractor shall attend transition meetings with any outgoing vendors to coordinate and ease the transition so that the effect on State's operations is kept to a minimum. State may elect to have outgoing vendors complete some or all of their work or orders in progress to ease the transition as is safest and most efficient in each instance, even if that scope is covered under the Contract. Conversely, State anticipates having a continued need for the same materials and services upon expiration or earlier termination of the Contract. Accordingly, Contractor shall work closely with any new (incoming) vendor and State to ensure as smooth and complete a transfer as is practicable. State's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both Contractor and the incoming vendor. As with the incoming transition, State may permit Contractor (outgoing) to complete work or orders in progress to ease the transition as is safest and most efficient in each instance.
- 9.7. **Accuracy of Work.** Contractor is responsible for the accuracy of the Services, and shall promptly make all necessary revisions or corrections resulting from errors and omissions on its part without additional compensation. Acceptance by State will not relieve Contractor of responsibility for correction of any errors discovered subsequently or necessary clarification of any ambiguities.
- 9.8. **Requirements at Services.** Contractor personnel shall perform their assigned portions of the Services at the specific location indicated in the Order (if applicable). Contractor acknowledges that the location might be inside an industrial building, institutional building, or one of various office types and classes. Additionally, if performing the Services requires Contractor personnel to work inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required, Contractor shall contact the facility directly to confirm its most-current security clearance procedures, allowable hours for work, visitor dress code, and other applicable rules. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late performance if Contractor has failed to make the confirmation or comply with the applicable conditions.
- 9.9. **Services Acceptance.** State has the right to make acceptance of Services subject to

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acceptance criteria. State may apply acceptance criteria conformity to the Contract, accuracy, completeness, or other indicators of quality or other matter for which the Contract or law states a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. State will not owe Contractor any payment for unaccepted Services; and State may, at its discretion, withhold or make partial payment for any rejected Services if Contractor is still in the process of re-performing or otherwise curing the grounds for State's rejection.

9.10. **Corrective Action Required.** Notwithstanding any other guarantees, general warranties, or particular warranties Contractor has given under the Contract, if Contractor fails to perform any material portion of the Services, including failing to complete any contractual deliverable, or if its performance fails to meet agreed-upon service levels or service standards set out in or referred to in the Contract, then Contractor shall perform a root-cause analysis to identify the source of the failure and use all commercially reasonable efforts to correct the failure and meet the Contract requirements as promptly as is practicable.

- 9.10.1. Contractor shall provide to State a report detailing the identified cause and setting out its detailed corrective action plan promptly after the date the failure occurred (or the date when the failure first became apparent, if it was not apparent immediately after occurrence).
- 9.10.2. State may demand to review and approve Contractor's analysis and plans, and Contractor shall make any corrections State instructs and adopt State's recommendations so far as is commercially practicable, provided that State may insist on any measures it determines within reason to be necessary for safety or protecting property and the environment.
- 9.10.3. Contractor shall take the necessary action(s) to avoid any like failure in the future if doing so is appropriate and practicable under the circumstances

10. Data and Information Handling

10.1. **Applicability.** Article 13 applies to the extent the Work includes handling of any (1) State's proprietary and sensitive data or (2) confidential or access-restricted information obtained from State or from others at State's behest.

10.2. **Data Protection and Confidentiality of Information.** Contractor warrants that it will establish and maintain procedures and controls acceptable to State for ensuring that State's proprietary and sensitive data is protected from unauthorized access and information obtained from State or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Contractor in any way related to the Contract, provided to Contractor by State, or prepared by others for State are proprietary to State, and all information by those same avenues is State's confidential information. To comply with the foregoing warrant:

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10.2.1. Contractor shall: (a) notify State immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; (b) cooperate with State to identify the source or cause and respond to each unauthorized access or inappropriate disclosure; and (c) notify State promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and

10.2.2. Contractor shall not: (a) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the Contract, unless State has agreed otherwise in advance and in writing; or (b) respond to any requests it receives from a third party for such data or information, and instead route all such requests to State's designated representative.

10.3. **Personally Identifiable Information** Without limiting the generality of paragraph 13.2, Contractor warrants that it will protect any personally identifiable information ("PII") belonging to State's employees or other contractors or members of the general public that it receives from State or otherwise acquires in its performance under the Contract. For purposes of this paragraph:

10.3.1. PII has the meaning given in the [federal] Office of Management and Budget (OMB) *Memorandum M-17-12 Preparing for and Responding to a Breach of Personally Identifiable Information, January 3, 2017*; and

10.3.2. "protect" means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) *Directive CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information*.

NOTE (1): For convenience of reference only, the OMB memorandum is available at:
<https://dpcl.dod.mil/Privacy/Authorities-and-Guidance/>

NOTE (2): For convenience of reference only, the GSA directive is available at:
[https://www.gsa.gov/directive/gsa-rules-of-behavior-for-handling-personally-identifiable-information-\(pii\)-](https://www.gsa.gov/directive/gsa-rules-of-behavior-for-handling-personally-identifiable-information-(pii)-)

10.4. **Protected Health Information** Contractor warrants that, to the extent performance under Contract involves individually identifiable health information (referred to hereinafter as protected health information ("PHI") and electronic PHI ("ePHI") as defined in the Privacy Rule referred to below), it:



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- 10.4.1. is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (a) the "Privacy Rule" in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996; (b) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR45-160(B) or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (c) State's current and published PHI/ePHI privacy and security policies and procedures;
- 10.4.2. will cooperate with State in the course of performing under the Contract so that both State and Contractor stay in compliance with the requirements in (1) above; and
- 10.4.3. will sign any documents that are reasonably necessary to keep both State and Contractor in compliance with the requirements in (1) above, in particular "Business Associate Agreements" in accordance with the Privacy Rule.

NOTE: For convenience of reference only, the Privacy Rule is available at:

<http://www.hhs.gov/hipaa/for-professionals/privacy/index.html>

11. Information Technology Work

11.1. **Applicability** Article 14 applies to any Invitation for Bids, Request for Proposals, or Request for Quotations for "Information Technology," as defined In A.R.S. §18-101 -6 "...all computerized and auxiliary automated information processing, telecommunications and related technology, including hardware, software, vendor support and related services, equipment and projects," if and to the extent that the Work is or includes Information Technology.

11.2. **Background Checks** Each Contractor's personnel who is an applicant for an information technology position must undergo the security clearance and background check procedure, which includes fingerprinting, as required by A.R.S. §41-710. Contractor shall obtain and pay for the security clearance and background check. Contractor personnel who will have administrator privileges on a State network must additionally provide identity and address verification and undergo State-specified training for unescorted access, confidentiality, privacy, and data security

11.3. Information Access

11.3.1. **SYSTEM MEASURES.** Contractor shall employ appropriate system management and maintenance, fraud prevention and detection, and encryption



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application and tools to any systems or networks containing or transmitting State's proprietary data or confidential information.

- 11.3.2. **INDIVIDUAL MEASURES.** Contractor personnel shall comply with applicable State policies and procedures regarding data access, privacy, and security, including prohibitions on remote access and obtaining and maintaining access identifications (IDs) and passwords. Contractor is responsible to State for ensuring that any State access IDs and passwords are used only by the person to whom they were issued. Contractor shall ensure that personnel are only provided the minimum only such level of access necessary to perform his or duties. Contractor shall on request, provide a current register of the access IDs and passwords and corresponding access levels currently assigned to its personnel.
- 11.3.3. **ACCESS CONTROL.** Contractor is responsible to State for ensuring that hardware, software, data, information, and that has been provided by State or belongs to or is in the custody of State and is accessed or accessible by Contractor personnel is only used in connection with carrying out the Work and is never commercially exploited in any manner whatsoever not expressly permitted under the Contract. State may restrict access of Contractor personnel, or instruct Contractor to restrict their access, if in its determination the requirements of this subparagraph are not being met.

11.4. Pass-Through Indemnity

- 11.4.1. **INDEMNITY FROM THIRD PARTY.** For computer hardware or software included in the Work as discrete units that were manufactured or developed solely by a third party, Contractor may satisfy its indemnification obligations under the Contract by, to the extent permissible by law, passing through to State such indemnity as it receives from the third-party source (each a "Pass-Through Indemnity") and cooperating with State in enforcing that indemnity. If the third party fails to honor its Pass-Through Indemnity, or if a Pass-Through Indemnity is insufficient to indemnify State Indemnitees to the extent and degree, Contractor is required to do by the Uniform Terms and Conditions, then Contractor shall indemnify, defend and hold harmless State Indemnitees to the extent the Pass-Through Indemnity does not.

- 11.4.2. **NOTIFY OF CLAIMS.** State shall notify Contractor promptly of any claim to which a Pass-Through Indemnity might apply. Contractor, with reasonable consultation from State, shall control of the defense of any action on any claim to which a Pass-Through Indemnity applies, including negotiations for settlement or compromise, provided that:

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- 11.4.2.1. State reserves the right to elect to participate in the action at its own expense;
- 11.4.2.2. State reserves the right to approve or reject any settlement or compromise on reasonable grounds and if done so timely; and
- 11.4.2.3. State shall in any case cooperate in the defense and any related settlement negotiations.

11.5. **Systems and Controls** In consideration for State having agreed to permit Pass-Through Indemnities in lieu of direct indemnity, Contractor agrees to establish and keep in place systems and controls appropriate to ensure that State funds under this Contract are not knowingly used for the acquisition, operation, or maintenance of Materials or Services in violation of intellectual property laws or a third party's intellectual property rights.

11.6. **Redress of Infringement**

- 11.6.1. **REPLACE, LICENSE, OR MODIFY.** If Contractor becomes aware that any Materials or Services infringe, or are likely to be infringing, on any third party's intellectual property rights, then Contractor shall, at its sole cost and expense and in consultation with State, either:
 - 11.6.1.1. replace any infringing items with non-infringing ones;
 - 11.6.1.2. obtain for State the right to continue using the infringing items; or
 - 11.6.1.3. modify the infringing items so that they become non-infringing, so long as they continue to function as specified following the modification.
- 11.6.2. **CANCELLATION OPTION.** In every case under 14.6.1, if none of those options can reasonably be accomplished, or if the continued use of the infringing items is impracticable, State may cancel the relevant Order or terminate the Contract, and Contractor shall take back the infringing items. If State does cancel the Order or terminate the Contract, Contractor shall refund to State:
 - 11.6.2.1. for any software created for State under the Contract, the amount State paid to Contractor for creating it;
 - 11.6.2.2. for all other Materials, the net book value of the product provided according to generally accepted accounting principles; and
 - 11.6.2.3. for Services, the amount paid by State or an amount equal to 12 (twelve) months of charges, whichever is less.
- 11.6.3. **EXCEPTIONS.** Contractor will not be liable for any claim of infringement based solely on any of the following by a State Indemnitee:



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- 11.6.3.1. modification or use of Materials other than as contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor;
- 11.6.3.2. operation of Materials with any operating software other than that supplied by Contractor or authorized or proposed by a Contractor Indemnitor; or
- 11.6.3.3. combination or use with other products in a manner not contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor.

11.7. First Party Liability Limitation

- 11.7.1. LIMIT. Subject to the provisos that follow below and unless stated otherwise in the Special Terms and Conditions, State's and Contractor's respective first party liability arising from or related to the Contract is limited to the greater of \$1,000,000 (one million dollars) or 3 (three) times the purchase price of the specific Materials or Services giving rise to the claim.
- 11.7.2. PROVISOS. This paragraph limits liability for first party direct, indirect, incidental, special, punitive, and consequential damages relating to the Work regardless of the legal theory under which the liability is asserted. This paragraph does not limit liability arising from any:
 - 11.7.2.1. Indemnified Claim against which Contractor has indemnified State Indemnitees under paragraph 6.3;
 - 11.7.2.2. claim against which Contractor has indemnified State Indemnitees under paragraph 6.4; or
 - 11.7.2.3. provision of the Contract calling for liquidated damages or specifying amounts or percentages as being at-risk or subject to deduction for performance deficiencies.
- 11.7.3. PURCHASE PRICE DETERMINATION. If the Contract is for a single-agency and a single Order (or if no Order applies), then "purchase price" in Subparagraph 14.7.1 above means the aggregate Contract price current at the time of Contract expiration or earlier termination, including all Contract Amendments having an effect on the aggregate price through that date. In all other cases, "purchase price" above means the total price of the Order for the specific equipment, software, or services giving rise to the claim, and therefore a separate limit will apply to each Order.
- 11.7.4. NO EFFECT ON INSURANCE. This paragraph does not modify the required coverage limits, terms, and conditions of, or any insured's ability to claim against



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any insurance that Contractor is required by the Contract to provide, and Contractor shall obtain express endorsements that it does not.

11.8. Information Technology Warranty

11.8.1. **SPECIFIED DESIGN.** Where the Scope of Work for information technology, Work provides a detailed design specification or sets out specific performance requirements, Contractor warrants that the Work will provide all functionality material to the intended use stated in the Contract, provided that, the foregoing warranty does not extend to any portions of the Materials that are:

- 11.8.1.1. modified or altered by anyone not authorized by Contractor to do so;
- 11.8.1.2. maintained in a way inconsistent to any applicable manufacturer recommendations; or
- 11.8.1.3. operated in a manner not within its intended use or environment.

11.8.2. **COTS SOFTWARE.** With respect to Materials provided under the Contract that are commercial-off-the-shelf (COTS) software, Contractor warrants that:

- 11.8.2.1. to the extent possible, it will test the software before delivery using commercially available virus detection software conforming to current industry standards;
- 11.8.2.2. the COTS software will, to the best of its knowledge, at the time of delivery be free of viruses, backdoors, worms, spyware, malware, and other malicious code that could hamper performance, collect unlawfully any personally identifiable information, or prevent products from performing as required by the Contract; and
- 11.8.2.3. it will provide a new or clean install of any COTS software that State has reason to believe contains harmful code.

11.8.3. **PAYMENT HAS NO EFFECT.** The warranties in this paragraph are not affected by State's inspection, testing, or payment.

11.9. **Specific Remedies.** Unless expressly stated otherwise elsewhere in the Contract, State's remedy for breach of warranty under paragraph 14.8 includes, at State's discretion, re-performance, repair, replacement, or refund of any amounts paid by State for the nonconforming Work, plus (in every case) Contractor's payment of State's additional, documented, and reasonable costs to procure materials or services equivalent in function, capability, and performance that was first called for. For clarification of intent, the foregoing obligations are limited by the limitation of liability in paragraph 14.7. If none of the forgoing options can reasonably be effected, or if the use of the materials by State is made impractical by the nonconformance, then State may seek any remedy available to it under law.



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11.10. **Section 508 Compliance.** Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. §18-131 and §18-132 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

11.11. **Cloud Applications** The following are required for Contractor of any cloud solution that hosts State data outside of the State's network or transmits and/or receives State data.

- 11.11.1. Submit a completed Arizona Baseline Infrastructure Security Controls assessment spreadsheet as found at: <https://aset.az.gov/resources/policies-standards-and-procedures>, and mitigate or install compensating controls for any issues of concern identified by State. Contractor is required to provide any requested documentation supporting the review of the assessment. The assessment shall be re-validated on a minimum annual basis.
- 11.11.2. State reserves the right to conduct penetration tests or hire a third party to conduct penetration tests of the Contractor's application. Contractor will be alerted in advance and arrangements made for an agreeable time. Contractor shall respond to all serious flaws discovered by providing an acceptable timeframe to resolve the issue and/or implement a compensating control.
- 11.11.3. Contractor must submit a copy of system logs from the cloud system to the State of Arizona security team on a regular basis to be added to the State SIEM (Security Information Event Monitor) or IDS (Intrusion Detection System).
- 11.11.4. Contractor must employ a government-rated cloud compartment to better protect sensitive or regulated State data.



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1. **Definition of Terms:** As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:
 - 1.1. "Attachment" means any item the Solicitation requires the Offeror to submit as part of the Offer.
 - 1.2. "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
 - 1.3. "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
 - 1.4. "Contractor" means any person who has a Contract with the State.
 - 1.5. "Days" means calendar days unless otherwise specified.
 - 1.6. "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
 - 1.7. "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - 1.8. "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
 - 1.9. "Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
 - 1.10. "Services" means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
 - 1.11. "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
 - 1.12. "State" means the State of Arizona and Department or Agency of the State that executes the Contract.
 - 1.13. "State Fiscal Year" means the period beginning with July 1 and ending June 30.



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2. Contract Interpretation

- 2.1. **Arizona Law.** The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2. **Implied Contract Terms.** Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3. **Contract Order of Precedence.** In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 2.3.1. Special Terms and Conditions;
 - 2.3.2. Uniform Terms and Conditions;
 - 2.3.3. Statement or Scope of Work;
 - 2.3.4. Specifications;
 - 2.3.5. Attachments;
 - 2.3.6. Exhibits;
 - 2.3.7. Documents referenced or included in the Solicitation.
- 2.4. **Relationship of Parties.** The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5. **Severability.** The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6. **No Parole Evidence.** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7. **No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

- 3.1. **Records.** Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of

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the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

- 3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its



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subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

- 3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 3.10. E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23- 214, Subsection A.
- 3.11. Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments

- 4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

- 4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3. Applicable Taxes

- 4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
- 4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect



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such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3. **Tax Indemnification.** Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4. **IRS W9 Form.** In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4. **Availability of Funds for the Next State fiscal year.** Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract,

4.5. **Availability of Funds for the current State fiscal year.** Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

- 4.5.1. Accept a decrease in price offered by the contractor;
- 4.5.2. Cancel the Contract; or
- 4.5.3. Cancel the contract and re-solicit the requirements.

5. Contract Changes

5.1. **Amendments.** This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2. **Subcontracts.** The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

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5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2. Indemnification

6.2.1. Contractor/Vendor Indemnification (Not Public Agency). The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."

6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4. Force Majeure.

6.4.1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-



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intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

- 6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

- 7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
 - 7.2.1. Of a quality to pass without objection in the trade under the Contract description;

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- 7.2.2. Fit for the intended purposes for which the materials are used;
- 7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- 7.2.4. Adequately contained, packaged and marked as the Contract may require; and
- 7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 7.6. Survival of Rights and Obligations after Contract Expiration or Termination.
 - 7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12- 529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
 - 7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.
- 8. State's Contractual Remedies
 - 8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
 - 8.2. Stop Work Order.



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- 8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 8.2.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.
- 8.3. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- 8.4. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

- 9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38- 511.
- 9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the



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Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

- 9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- 9.5. Termination for Default.
 - 9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
 - 9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
 - 9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.



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9.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12. Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Phoenix, Arizona, 85007.



Exhibit A
Task Order Statement of Work Sample
Request for Proposal
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Exhibit A - Task Order Statement of Work (SAMPLE)

Enter - Project Name

DATE, VERSION

(ENTER DATE FINALIZED OR REVISED AND VERSION IF APPLICABLE)



Exhibit A
Task Order Statement of Work Sample
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- 1. SOW Period of Performance:**
- 2. SOW Effective Date:**
- 3. Consultant's Project Manager Information:**

Name
Address
Phone
Fax
email

- 4. Company Project Manager Information:**

Name
Address
Phone
Fax
email

- 5. SOW Introduction:**



Exhibit A
Task Order Statement of Work Sample
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This Statement of Work [titled, dated] ("SOW") is issued pursuant to Schedule number _____ (GP)_____, Master Agreement for Consulting Services number _____ (GP)_____, ("Agreement"), by and between having an office at ("COMPANY"), and [enter company's legal name - GP] ("Consultant").

6. High Level Project Description:

[Enter Project Overview]

7. COMPANY SOW Requirements:

[Enter specific SOW purpose, objectives, methods, POA, required end results, to include information security or data privacy requirements, etc.]

[For additional detail, refer to Exhibit A – Project Requirements Document]

8. SOW Deliverables, Milestones, and Acceptance Criteria:

[Enter specific Consultant Deliverables required, their associated milestones, and the specific criteria by which each deliverable or service will be accepted]

[For additional detail, refer to Exhibit B – Project Plan for Consulting or Development]

[For additional detail, refer to Exhibit C – Service Level Agreement]

[For additional detail, refer to Exhibit D – Project Change Request]

[For additional detail, refer to Exhibit F – Acceptance Certificate/Milestone Payment Plan]



Exhibit A
Task Order Statement of Work Sample
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9. Project Assumptions:

[Enter specific assumptions by which successful execution of the project will be contingent and or undertaken]

10. Project Dependencies:

[Enter specific dependencies by which successful execution of the project will be delivered and or achieved]

11. COMPANY Responsibilities:

[Enter specific responsibilities COMPANY will have under this SOW such as process approvals, COMPANY resource requirements, telecom, computing; data, system, or facility access, etc.]

12. Consultant's Resources, Hours & Rates:

The following table includes the Consultant resource requirements for this SOW and the role/skill categories in accordance with Consultant's current rate card or negotiated rates:

Line #	Skill	Role	Start Date	End Date	City	Service Origin/ Location of Resource	Qty	Rate/Hr.	Total Hours	Total Price
1.	i.e. Web	Programmer	00/00/00	00/00/00	Phoenix		2	\$	1000	\$
2.	i.e. Business	Project Manager	00/00/00	00/00/00	NY		1	\$	500	\$



Exhibit A
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Line #	Skill	Role	Start Date	End Date	City	Service Origin/ Location of Resource	Qty	Rate/Hr.	Total Hours	Total Price
	Analyst/Mgmt.									
3.										
4.										
5.										

13. Exception Rates:

[Specify and justify any rate not in compliance with Consultant's current rate card or negotiated rates]

14. Travel & Expenses:

14.1 All Travel & Expense requests (required in writing) will be reviewed and approved in advance by the COMPANY Project Manager. Travel and Expenses will be reimbursed to Consultant in accordance with COMPANY's Travel and Expense Policy.

14.2 The total estimated Travel & Expense during the Period of Performance for this SOW is **Not-to-Exceed** amount of: **\$ 0**. Funds for Travel and Expenses cannot be allocated towards development or maintenance charges.

15. Total SOW Value:



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15.1 The Total [Time and Materials (T&M) or Firm-Fixed Price (FFP)] SOW Value over the Period of Performance of this SOW includes:

	Total
2. [Consulting Services or Development]:	\$00.00
3. Travel & Expenses:	\$0
4. Hardware:	\$0
5. Software:	\$0
6. Other:	\$0
7. Total Not-to-Exceed SOW Value:	\$00.00

15.2 Once the Total Not-to-Exceed SOW Value has been reached, regardless of whether priced under Time and Materials (T&M) or Firm-Fixed Price (FFP), Consultant shall be required to request and execute a SOW/Schedule Amendment in the event that the SOW requirements have not been fulfilled and additional monies are required, justified, and approved in advance by the Project Manager and Global Procurement.

16. Billing Terms:

Consultant charges shall be billed [specify i.e. in accordance with State of Arizona General Accounting Office Travel Policy] and shall be billed monthly in arrears of services rendered.

17. Payment Terms:

17.1 Consultant shall invoice COMPANY for services and or deliverables rendered and payments shall be made Net 30 days after COMPANY Project Manager's receipt and approval of invoice, and shall be paid [specify i.e. only through COMPANY's ERP, PCARD, CHECK Etc.].

17.2 Any disputed amounts shall not affect payment of any non-disputed charges and expenses. COMPANY and Consultant agree to cooperate in good faith to resolve any payment disputes within thirty (30) days.

	<p style="text-align: center;">Exhibit A Task Order Statement of Work Sample Request for Proposal Solicitation No. BPM004328 Uninterruptible Power Supply (UPS): New Equipment, Service, and Maintenance and Support</p>	<p>Arizona Department of Administration State Procurement Office 100 N 15th Avenue Phoenix, AZ 85007</p>
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18. Status Reports:

Consultant shall provide status reports to the COMPANY designated project manager, describing activities during the preceding period, including: the current status of activities (with an explanatory narrative when appropriate); resources used since the last report, with a cumulative total to date; and identification of any problems and actions being resolved or outstanding. The COMPANY designated project manager may at its sole discretion require specific form, format, frequency, method, and related status meetings as otherwise specified herein.

19. SOW Exhibits:

- Exhibit A: Project Requirements Document (As Required)
- Exhibit B: Project Plan (Consulting or Development) (As Required)
- Exhibit C: Service Level Agreement (As Required)
- Exhibit D: Project Change Request (As Required)
- Exhibit E: Identification of COMPANY Furnished Equipment, Services, Data (As Required)
- Exhibit F: Acceptance Certificate/Milestone Payment Plan (if applicable)

Exhibit 1 - Project Requirements Document

[To be provided by requestor and or business partner sponsor]

Exhibit 2 – Project Plan

[To be provided by requestor and or business partner sponsor]



Exhibit A
Task Order Statement of Work Sample
Request for Proposal
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Exhibit 3 - Service Level Agreement

[To be provided by requestor and or business partner sponsor]

Exhibit 4 – Change Control Process

[To be provided by requestor and or business partner sponsor]

Exhibit 5 – Identification of State, Agency or Cooperative Furnished Equipment, Services, and/or Data

[To be provided by requestor and or business partner sponsor]

Exhibit 6 – Acceptance Certificate/Milestone Payment Plan

[To be provided by requestor and or business partner sponsor]



Exhibit B
Task Order Statement of Work
Change Notice Sample
Request for Proposal
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Exhibit B Task Order Statement of Work Change Notice (SAMPLE).

Project Change Request Form			
Project Name <i>(Enter Project Title)</i>	Initiated By <i>(Enter changer requester)</i>	Change Title Priority (L M H) Change Number	<i>(Enter Change Request title)</i> <i>(Enter Low Medium High)</i> <i>(Enter Change request ID)</i>
Change Request Details			
Description <i>(Enter Description of Change Request)</i>			
Justification <i>(Enter justification for change request)</i>			
Impact			
COST <i>(Enter cost impact)</i>	SCHEDULE <i>(Enter schedule impact)</i>	RESOURCES <i>(Enter resource additions or subtractions and reason)</i>	OTHER <i>(Enter any other impact considerations)</i>
Management Approval			
Approval Date	Name <i>(Enter approver name)</i>	Decision	Reason for decision
Comments	<input type="checkbox"/> Accepted <input type="checkbox"/> Rejected <i>(Enter additional comments)</i>		

□



Exhibit C
Task Order Statement of Work Sample
Request for Proposal
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EXHIBIT C (For Task Order) - ACCEPTANCE CERTIFICATE SAMPLE

State of Arizona

(Agency, CoOp, Department)

**CERTIFICATE OF FINAL
ACCEPTANCE**

State of Arizona	
Department of Administration	Agency, Coop, Department
100 N. 15 th Avenue	
Phoenix, AZ 85007	

Project #: Phase Contractor:

Project: Address:

Location:

Date of Final Acceptance: Contract No.:

Signing of the Final Acceptance form shall certify that the work contained in the subject contract has been inspected by the parties listed below, that all punch list items on the Substantial Completion form have been completed, that the contractor has fulfilled all his contractual obligations, that the warranties have been accepted and the contractor may be authorized to receive final payment in full, including all retainage.

SIGNATURES

<input type="text"/>	Architect-Engineer (Firm Name)	Representative	Date
<input type="text"/>	APM (Asbestos Projects Only)	Representative	Date
<input type="text"/>	Using Agency	Representative	Date
<input type="text"/>	Coordinating Contractor or Infrastructure Manager	Representative	Date
<input type="text"/>	Contractor	Representative	Date
	Project Manager		Date



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Proposed Subcontractors

Check "NO" if you WILL NOT subcontract any portion of the Work and will therefore be carrying out all of the Work with your own personnel.

NO, the Offeror will not subcontract any portion of the Work.

If you WILL subcontract any portion of the Work, check "YES" below and list name of persons or companies you propose to use as subcontractors.

1. Fill in the information for every significant subcontractor – indicate the type of work the subcontractor will perform under the Contract, and their approximate percentage of the total Contract work.
2. Provide copies of relevant certifications each one possesses in the Attachment Supplements section.
3. Provide description of quality assurance methods and quality control measures that you will use to ensure that Subcontractor work meets the Contract requirements.
4. State may demand additional information about proposed subcontractors as a precondition of award.

YES, the Offeror will use the Subcontractors listed below:

	Name and contact information	Small Business	Work to be performed	%
1.	Graybar Electric APC/MGE- Jeff Adams 520-838-5326	NO	Supplier	
1.	LDP APC/MGE Mike Musky 800-788-2208	NO	Supplier	
2.	Border States Supplier-Will Jenkins 602-797-4818	NO	Supplier	
3.	Eaton-Kristen Quimby 919-870-3455	NO	Supplier	
4.	Name	select		
5.	Name	select		
6.	Name	select		
7.	Name	select		
8.	Name	select		
9.	Name	select		



June 24, 2022

To : Sabino Electric

RE: Schneider UPS Installation

Sabino Electric is experienced providing electrical installation services for a variety of Schneider Electric UPS solutions. Sabino Electric is qualified to provide electrical installation for both single phase and three phase UPS solutions provided by Schneider Electric in multiple applications.

Sincerely,

Adam Rainer
Schneider Electric Manufactures Representatives
LDP Associates
Tel: 480-717-9441
Arainer@ldpassociates.com



EATON
Jon Lockhart
520-977-1913 Mobile
jonrlockhart@eaton.com
Senior Outside Sales Engineer

Subject: Eaton Powerware UPS

Date: 06-20-22

Eaton considers Sabino as a licensed electrician in the state of Arizona. All uninterruptible power supply (UPS) models are not created equal, nor are their installation requirements. Large, mid-range modular and smaller plug-and-play models may all have individual considerations. Requirements can also differ among UPS backup topologies and deployment methods. Any hardwired UPS should be installed by a licensed electrician, preferably one who is familiar with the particular model. While smaller plug-and-play UPSs enable installation by users, in these instances it is still wise to have a second set of eyes review the work.

Jon Lockhart

Eaton



Request for Proposal

Solicitation No. BPM004328

Uninterruptible Power Supply (UPS): New Equipment, Service, Maintenance and Support

Arizona Department of Administration
State Procurement Office
100 N 15th Avenue
Phoenix, AZ 85007

Boycott of Israel Disclosure

Please note that if any of the following apply to this Solicitation, Contract, or Contractor, then the Offeror shall select the "Exempt Solicitation, Contract, or Contractor" option below:

- The Solicitation or Contract has an estimated value of less than \$100,000;
- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. §35-393.01, public entities are prohibited from entering into contracts "unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel."

Under A.R.S. §35-393:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
 - (a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.
 - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
- ...
5. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

The certification below does not include boycotts prohibited by 50 United States Code Section 4842 or a regulation issued pursuant to that section. See A.R.S. § 35-393.03.

In compliance with A.R.S. § 35-393 *et seq.*, all offerors must select one of the following:

The Company submitting this Offer **does not** participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. § 35-393 *et seq.* I understand that my entire response will become a public record in accordance with A.A.C. R2-7-C317.

The Company submitting this Offer **does** participate in a boycott of Israel as described in A.R.S. § 35-393 *et seq.*

Exempt Solicitation, Contract, or Contractor.

Indicate which of the following statements applies to this Contract:

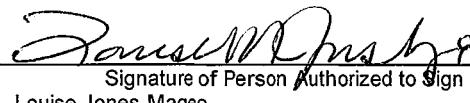
- Solicitation or Contract has an estimated value of less than \$100,000;
- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; and/or
- Contractor is a non-profit organization.

Sabino Electric, Inc.

Company Name
861 E. 18th Street

Address
Tucson AZ 85719

City State Zip


Signature of Person Authorized to Sign
Louise Jones-Magee

Printed Name
President
Title



Forced Labor of Ethnic Uyghurs Ban

Solicitation No.: BPM004328 BAFO Attachment

PAGE
1
OF
1

Description: BPM004328 - Uninterruptible Power Supply (UPS): New Equipment, Service, and Maintenance and Support

State of Arizona
State Procurement Office
100 N 15th Avenue, Ste 350
Phoenix, AZ 85007

BAFO Attachment - Forced Labor of Ethnic Uyghurs Ban

Please note that if any of the following apply to the Contractor, then the Offeror shall select the "Exempt Contractor" option below:

- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. § 35-394, the State of Arizona prohibits a public entity from entering into or renewing a contract with a company unless the contract includes written certification that the company does not use the forced labor, or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China.

Under A.R.S. § 35-394:

1. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
2. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

In compliance with A.R.S. §§ 35-394 et seq., all offerors must select one of the following:

The Company submitting this Offer does not use, and agrees not to use during the term of the contract, any of the following:

- Forced labor of ethnic Uyghurs in the People's Republic of China;
- Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or
- 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.

The Company submitting this Offer does participate in use of Forced Uyghurs Labor as described in A.R.S. § 35-394.

Exempt Contractor

Indicate which of the following statements applies to the Contractor (may be more than one):

- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; and/or
- Contractor is a non-profit organization.

Sabino Electric, Inc.

Company Name

861 E. 18th St.

Address

Tucson, AZ 85701

City, State, ZIP

Louise M. Jones-Magee

Signature of person authorized to sign

Louise M. Jones-Magee, President

Printed name and title

louise@sabinoelectric.com

520-623-6061

Contact email address

Contact phone number



SABINO ELECTRIC INC

Unique Entity ID LPM9DUAQZCG1	CAGE / NCAGE 1QAH7	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date May 13, 2025	
Physical Address 861 E 18TH ST	Mailing Address 861 E 18TH ST	
Tucson, Arizona 85719-6614	Tucson, Arizona 85719	
United States	United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Arizona 07	State / Country of Incorporation Arizona / United States	URL www.sabinoelectric.com

Registration Dates

Activation Date May 15, 2024	Submission Date May 13, 2024	Initial Registration Date May 9, 2001
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Entity Dates

Entity Start Date Sep 9, 1981	Fiscal Year End Close Date Sep 30
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Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
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Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USA Spending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors (blank)
Profit Structure For Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
Yes	No

EFT Indicator	CAGE Code
0000	1QAH7

Points of Contact

Electronic Business

♀ LOUISE JONES	861 E 18TH ST Tucson, Arizona 85719 United States
LOUISE JONES	861 E 18TH ST Tucson, Arizona 85719 United States

Government Business

♀ LOUISE JONES	861 E 18TH ST Tucson, Arizona 85719 United States
BOBBY MAGEE	861 E 18TH ST Tucson, Arizona 85719 United States

Past Performance

♀ LOUISE JONES	861 E. 18TH ST. Tucson, Arizona 85719 United States
LOUISE JONES	861 E 18TH ST Tucson, Arizona 85719 United States

Service Classifications

NAICS Codes

Primary Yes	NAICS Codes 238210	NAICS Title Electrical Contractors And Other Wiring Installation Contractors
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Disaster Response

This entity does not appear in the disaster response registry.



Purchase Order

Pinal County Finance Department
Purchasing Division
P.O. Box 1348
Florence, AZ 85132

PO Number
252228

This number must appear on all documents pertaining to this order.

PO Date: 7/10/2024
Page: 1 of 1

Mail Invoice to:	Ship to:	Supplier:
Pinal County Finance Department	INFORMATION TECHNOLOGY DEPARTMENT	HYE TECH NETWORK & SECURITY SOLUTIONS LL
P.O. Box 1348 Florence, AZ 85132	IT RECEIVING BLDG 75 N. MAIN STREET FLORENCE AZ 85132	4802 E RAY RD STE 23-414 PHOENIX AZ 85044
Or		
email invoice to: FinanceInvoices@pinal.gov		Phone: 520 - 488-9970 Fax: 480 - 247-4501
		Confirming to:
Buyer: Riley Brimhall, Buyer Phone: - Email: Riley.Brimhall@pinal.gov	Requested Delivery Date: 7/10/2024 Payment Terms: Net 30 Shipping Terms: FOB Destination	

The terms and conditions of the following contract apply to this Purchase Order:

Contract Entity 1GPA
Contract Number 22-02PV-08
Contract Expiry 12/8/2024

Reference: Quote: 1066-310

Contact: Chris Combs 520-866-66502 chris.combs@pinal.gov | Christine Trawle 520-866-6888 christine.trawle@pinal.gov | itadmins@pinal.gov

Vendor Contact: Scott Clore; sclore@hyetechnetworks.com

ALL SOFTWARE LICENSES MUST BE EMAILED TO: ITLICENSES@PINAL.GOV

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1		LS		Partner Support Agreement 08/01/2024 - 07/31/2025	\$0.00	\$112,038.69
2		LS		sales tax	\$0.00	\$9,747.35

Total Order : \$121,786.04

NOTE :

Failure to send invoice to above address will result in delay of payment.
Direct all payment questions to Accounts Payable at 520-866-6397.
Direct all other inquiries to the Buyer specified above.

By accepting this Purchase Order the supplier agrees to the terms and conditions located on the [Purchasing Website](#) unless otherwise directed on this PO



Quotation

HyeTech Network & Security Solutions, LLC.
10235 S. 51st Street #120
Phoenix, AZ 85044

Date: June 12, 2024
Quotation #: 1066-310

Customer ID: 1066

Prepared by: Scott Clore

Ship To: July 31, 2024

Quotation valid until: Partner Support FY25

Project Detail: Partner Support Contract 22-02PV-08

Bill To:

Pinel County
Robert Stanley
31 N Pinel Street
Florence, AZ 85132

Ship To:

Pinel County
Chris Combs
Receiving Building/Rear Loading
Dock
75 N. Main Street
Florence, AZ 85132

Products:

Serial #	Service SKU	Description	Support Level	Start Date	End Date	List Price	Unit Price	Qty	Ext. Price
CAT2432U1TZ	ASR-920-4S2-Z-A	Cisco ASR920 Series - 2GE and 4-10GE - AC model	PSUT	8/1/2024	7/31/2025	\$534.00	\$341.76	1	\$341.76
5499058355	ASR920-S-I	Cisco ASR920 Series - Metro IP Access	PSBU	8/1/2024	7/31/2025	\$182.00	\$116.48	1	\$116.48
WMP2726001D	BE7M-M6-K9	Cisco Business Edition 7000M (M6) Appliance, Export Restr SW	PSJ1	8/22/2024	7/31/2025	\$89.69	\$569.40	1	\$569.40
WMP2726001L	BE7M-M6-K9	Cisco Business Edition 7000M (M6) Appliance, Export Restr SW	PSJ1	8/22/2024	7/31/2025	\$89.69	\$569.40	1	\$569.40
WMP2726001H	BE7M-M6-K9	Cisco Business Edition 7000M (M6) Appliance, Export Restr SW	PSJ1	8/22/2024	7/31/2025	\$89.69	\$569.40	1	\$569.40
FGL2437LCMR	C1111-4P	ISR 1100 4 Ports Dual GE WAN Ethernet Router	PSUT	8/1/2024	7/31/2025	\$177.39	\$113.53	1	\$113.53
FGL2437LBTT	C1111-4P-LTEA	ISR 1100 4P Dual GE Ethernet w/ LTE Adv SMS/GPS EMEA & NA	PSUT	8/1/2024	7/31/2025	\$240.00	\$153.60	1	\$153.60
JAE2431A5Y	C9200-24P-E	Catalyst 9200 24-port PoE+, Network Essentials	PSUT	8/1/2024	7/31/2025	\$383.00	\$245.12	1	\$245.12
JAE24172R0F	C9200-48P-E	Catalyst 9200 48-port PoE+, Network Essentials	PSUT	8/1/2024	7/31/2025	\$804.00	\$514.56	1	\$514.56
FJC27471BM2	C9200CX-8P-2X2G-E	Catalyst 9000 Compact Switch 8 port PoE+, 240W, Essentials	PSUT	12/4/2025	7/31/2025	\$113.40	\$72.58	1	\$72.58
FJC2719102E	C9300-24P-A	Catalyst 9300 24-port PoE+, Network Advantage	PSUT	8/1/2024	7/31/2025	\$654.32	\$418.76	1	\$418.76
FJC2333S06D	C9300-24T-E	Catalyst 9300 24-port data only, Network Essentials	PSUT	8/1/2024	7/31/2025	\$554.96	\$355.17	1	\$355.17
FJC2330U0GV	C9300-24T-E	Catalyst 9300 24-port data only, Network Essentials	PSUT	8/1/2024	7/31/2025	\$554.96	\$355.17	1	\$355.17
FJB2390A98	C9300-24T-E	Catalyst 9300 24-port data only, Network Essentials	PSUT	8/1/2024	7/31/2025	\$554.96	\$355.17	1	\$355.17
FJC2330S008	C9300-24T-E	Catalyst 9300 24-port data only, Network Essentials	PSUT	8/1/2024	7/31/2025	\$554.96	\$355.17	1	\$355.17
FJC2330TOKV	C9300-24T-E	Catalyst 9300 24-port data only, Network Essentials	PSUT	8/1/2024	7/31/2025	\$554.96	\$355.17	1	\$355.17
FJC2330T0GF	C9300-24T-E	Catalyst 9300 24-port data only, Network Essentials	PSUT	8/1/2024	7/31/2025	\$554.96	\$355.17	1	\$355.17
FJC27192AWR	C9300-24T-E	Catalyst 9300 24-port data only, Network Essentials	PSUT	8/1/2024	7/31/2025	\$554.96	\$355.17	1	\$355.17

Products:

Serial #	Service SKU	Description	Support Level	Start Date	End Date	List Price	Unit Price	Qty	Ext. Price
FJC27192ASQ	C9300-24T-E	Catalyst 9300 24-port data only, Network Essentials	PSUT	8/1/2024	7/31/2025	\$554.96	\$355.17	1	\$355.17
FJC27152AHS	C9300-48P-A	Catalyst 9300 48-port PoE+, Network Advantage	PSUT	8/1/2024	7/31/2025	\$1,106.58	\$708.21	1	\$708.21
FOC2412L9AP	C9300L-48X4X-E	Catalyst 9300L 48p, 12mgig, Network Essentials ,4x10G Uplink	PSUT	8/1/2024	7/31/2025	\$1,490.00	\$953.60	1	\$953.60
FJB2431E014	C9500-16X-A	Catalyst 9500 16-port 10Gig switch, Advantage	PSUT	8/1/2024	7/31/2025	\$1,933.88	\$1,237.68	1	\$1,237.68
CAT2418L3VJ	C9500-24Y4C-A	Catalyst 9500 24x1/10/25G and 4-port 40/100G, Advantage	PSUT	8/1/2024	7/31/2025	\$2,433.00	\$1,557.12	1	\$1,557.12
CAT2418L3UD	C9500-24Y4C-A	Catalyst 9500 24x1/10/25G and 4-port 40/100G, Advantage	PSUT	8/1/2024	7/31/2025	\$2,433.00	\$1,557.12	1	\$1,557.12
FJB2331E08J	C9500-40X-A	Catalyst 9500 40-port 10Gig switch, Network Advantage	PSUT	8/1/2024	7/31/2025	\$3,569.40	\$2,284.42	1	\$2,284.42
FJB2336E02L	C9500-40X-A	Catalyst 9500 40-port 10Gig switch, Network Advantage	PSUT	8/1/2024	7/31/2025	\$3,569.40	\$2,284.42	1	\$2,284.42
FJB2336E020	C9500-40X-A	Catalyst 9500 40-port 10Gig switch, Network Advantage	PSUT	8/1/2024	7/31/2025	\$3,569.40	\$2,284.42	1	\$2,284.42
FJB2336E02V	C9500-40X-A	Catalyst 9500 40-port 10Gig switch, Network Advantage	PSUT	8/1/2024	7/31/2025	\$3,569.40	\$2,284.42	1	\$2,284.42
JPG225005X	DS-C9132T-MEK9=	MDS 9132T 32G 1 RU FC switch, 8 active ports,exhaust, spare	SPSPN	8/1/2024	7/31/2025	\$285.00	\$265.00	1	\$265.00
JPG2250065	DS-C9132T-MEK9=	MDS 9132T 32G 1 RU FC switch, 8 active ports,exhaust, spare	SPSPN	8/1/2024	7/31/2025	\$265.00	\$265.00	1	\$265.00
JPG23030037	DS-C9132T-MEK9=	MDS 9132T 32G 1 RU FC switch, 8 active ports,exhaust, spare	SPSPN	8/1/2024	7/31/2025	\$285.00	\$265.00	1	\$265.00
JPG230600H0	DS-C9132T-MEK9=	MDS 9132T 32G 1 RU FC switch, 8 active ports,exhaust, spare	SPSPN	8/1/2024	7/31/2025	\$265.00	\$265.00	1	\$265.00
WZP23310JS7	FMC2600-L9	Cisco Firepower Management Center 2600 Chassis	PSUT	8/1/2024	7/31/2025	\$12,117.00	\$7,754.88	1	\$7,754.88
JMX2527X0YM	FPR1010-ASA-K9	Cisco Firepower 1010 ASA Appliance, Desktop	PSUT	8/1/2024	7/31/2025	\$146.00	\$93.44	1	\$93.44
JMX2527X0YL	FPR1010-ASA-K9	Cisco Firepower 1010 ASA Appliance, Desktop	PSUT	8/1/2024	7/31/2025	\$146.00	\$93.44	1	\$93.44
JMX2527X0YK	FPR1010-ASA-K9	Cisco Firepower 1010 ASA Appliance, Desktop	PSUT	8/1/2024	7/31/2025	\$146.00	\$93.44	1	\$93.44
JMX2527X0VJ	FPR1010-ASA-K9	Cisco Firepower 1010 ASA Appliance, Desktop	PSUT	8/1/2024	7/31/2025	\$146.00	\$93.44	1	\$93.44
JMX2527X0VG	FPR1010-ASA-K9	Cisco Firepower 1010 ASA Appliance, Desktop	PSUT	8/1/2024	7/31/2025	\$146.00	\$93.44	1	\$93.44
JMX2527X0VN	FPR1010-ASA-K9	Cisco Firepower 1010 ASA Appliance, Desktop	PSUT	8/1/2024	7/31/2025	\$146.00	\$93.44	1	\$93.44
JMX2527X02K	FPR1010-ASA-K9	Cisco Firepower 1010 ASA Appliance, Desktop	PSUT	8/1/2024	7/31/2025	\$146.00	\$93.44	1	\$93.44
JMX2527X0VS	FPR1010-ASA-K9	Cisco Firepower 1010 ASA Appliance, Desktop	PSUT	8/1/2024	7/31/2025	\$146.00	\$93.44	1	\$93.44

Products:

Serial #	Service SKU	Description	Support Level	Start Date	End Date	List Price	Unit Price	Qty	Ext. Price
JMX2527X0YR	FPR1010-ASA-K9	Cisco Firepower 1010 ASA Appliance, Desktop	PSUT	8/1/2024	7/31/2025	\$146.00	\$93.44	1	\$93.44
JMX2527X0YQ	FPR1010-ASA-K9	Cisco Firepower 1010 ASA Appliance, Desktop	PSUT	8/1/2024	7/31/2025	\$146.00	\$93.44	1	\$93.44
JMX2527X0YP	FPR1010-ASA-K9	Cisco Firepower 1010 ASA Appliance, Desktop	PSUT	8/1/2024	7/31/2025	\$146.00	\$93.44	1	\$93.44
JMX2527X0YF	FPR1010-ASA-K9	Cisco Firepower 1010 ASA Appliance, Desktop	PSUT	8/1/2024	7/31/2025	\$146.00	\$93.44	1	\$93.44
JMX2603X0J4	FPR1010-ASA-K9	Cisco Firepower 1010 ASA Appliance, Desktop	PSUT	11/14/2025	7/31/2025	\$79.60	\$50.94	1	\$50.94
JMX2438X1MY	FPR1010-NGFW-K9	Cisco Firepower 1010 NGFW Appliance, Desktop	PSUT	8/1/2024	7/31/2025	\$146.00	\$93.44	1	\$93.44
JMX2438X1MX	FPR1010-NGFW-K9	Cisco Firepower 1010 NGFW Appliance, Desktop	PSUT	8/1/2024	7/31/2025	\$146.00	\$93.44	1	\$93.44
JMX2337Z02R	FPR4115-NGFW-K9	Cisco Firepower 4115 NGFW Appliance, 1U, 2 x NetMod Bays	PSUT	8/1/2024	7/31/2025	\$15,434.00	\$9,877.76	1	\$9,877.76
JMX2337Z03V	FPR4115-NGFW-K9	Cisco Firepower 4115 NGFW Appliance, 1U, 2 x NetMod Bays	PSUT	8/1/2024	7/31/2025	\$15,434.00	\$9,877.76	1	\$9,877.76
JMX2337Z02U	FPR4115-NGFW-K9	Cisco Firepower 4115 NGFW Appliance, 1U, 2 x NetMod Bays	PSUT	8/1/2024	7/31/2025	\$15,434.00	\$9,877.76	1	\$9,877.76
JMX2451L035	FPR4115-NGFW-K9	Cisco Firepower 4115 NGFW Appliance, 1U, 2 x NetMod Bays	PSUT	8/1/2024	7/31/2025	\$15,434.00	\$9,877.76	1	\$9,877.76
FCW2751Y1YC	IE-3200-8P2S-E	Catalyst IE3200 with 8 GE PoE+ & 2 GE SFP, Fixed System, NE	PSUT	3/23/2025	7/31/2025	\$337.46	\$215.97	1	\$215.97
FLM243411WB	ISR4331/K9	Cisco ISR 4331 (3GE, 2NIM, 1SM, 4G FLASH, 4G DRAM, 1FB)	PSUT	8/1/2024	7/31/2025	\$847.63	\$542.48	1	\$542.48
FLM243411WC	ISR4331-SEC/K9	Cisco ISR 4331 Sec bundle w/SEC license	PSUT	8/1/2024	7/31/2025	\$804.41	\$514.82	1	\$514.82
FLM243411WD	ISR4331-V/K9	Cisco ISR 4331 UC Bundle, PVDM4-32, UC License	PSUT	8/1/2024	7/31/2025	\$906.09	\$579.90	1	\$579.90
FJC2330A1KX	ISR4431-SEC/K9	Cisco ISR 4431 Sec bundle w/SEC license	PSUT	8/1/2024	7/31/2025	\$2,574.58	\$1,647.73	1	\$1,647.73
FJC2330A1KW	ISR4431-SEC/K9	Cisco ISR 4431 Sec bundle w/SEC license	PSUT	8/1/2024	7/31/2025	\$2,574.58	\$1,647.73	1	\$1,647.73
FJC2434D0VH	ISR4431-V/K9	Cisco ISR 4431 UC Bundle, PVDM4-64, UC License	PSUT	8/1/2024	7/31/2025	\$2,790.49	\$1,785.91	1	\$1,785.91
FJC2434D0VJ	ISR4431-V/K9	Cisco ASR920 Series - 2 ports 10GE license E-Delivery PAK	PSUP	8/1/2024	7/31/2025	\$248.00	\$158.72	4	\$634.88
CV7017FSZAE	L-ASR920-10G-2=	MDS 32G FC Expansion module, w/ 16 active ports, spare	SPSPN	8/1/2024	7/31/2025	\$494.00	\$494.00	1	\$494.00
JAE2138066D	M9XT-FC1632=	MDS 32G FC Expansion module, w/ 16 active ports, spare	SPSPN	8/1/2024	7/31/2025	\$494.00	\$494.00	1	\$494.00
JAE2138065G	M9XT-FC1632=	MDS 32G FC Expansion module, w/ 16 active ports, spare	SPSPN	8/1/2024	7/31/2025	\$494.00	\$494.00	1	\$494.00
FDO23320QEN	N9K-C93240YC-FX2	Nexus 9300 with 48p 10/25G SFP+ and 12p 100G QSFP28	PSUT	8/1/2024	7/31/2025	\$2,247.00	\$1,438.08	1	\$1,438.08

Products:

Serial #	Service SKU	Description	Support Level	Start Date	End Date	List Price	Unit Price	Qty	Ext. Price
FDO23320QFD	N9K-C93240YC-FX2	Nexus 9300 with 48p 10/25G SFP+ and 12p 100G QSFP28	PSUT	8/1/2024	7/31/2025	\$2,247.00	\$1,438.08	1	\$1,438.08
FLM24480AC6	UCSB-B200-M5-U	UCS B200 M5 Blade w/o CPU, mem, HDD, mezz (UPG)	PSJ3	8/1/2024	7/31/2025	\$689.00	\$440.96	1	\$440.96
FLM245103IB	UCSB-B200-M5-U	UCS B200 M5 Blade w/o CPU, mem, HDD, mezz (UPG)	PSJ3	8/1/2024	7/31/2025	\$689.00	\$440.96	1	\$440.96
FLM251003RM	UCSB-B200-M5-U	UCS B200 M5 Blade w/o CPU, mem, HDD, mezz (UPG)	PSJ3	8/1/2024	7/31/2025	\$689.00	\$440.96	1	\$440.96
WZP233701FK	UCSC-C240-M5L	UCS C240 M5 12IFF + 2 rear drives w/o CPU,mem,HD,PCIe,PS	PSJ3	8/1/2024	7/31/2025	\$1,309.41	\$838.02	1	\$838.02
FOX231P4TK	UCS-SP-5108-AC3	^UCS SP Select 5108 AC2 Chassis w/2304 IO, 4x SFP cable 3m	PSJ3	8/1/2024	7/31/2025	\$418.22	\$267.66	1	\$267.66
FOX231P4UJ	UCS-SP-5108-AC3	^UCS SP Select 5108 AC2 Chassis w/2304 IO, 4x SFP cable 3m	PSJ3	8/1/2024	7/31/2025	\$418.22	\$267.66	1	\$267.66
FOX231P4U6	UCS-SP-5108-AC3	^UCS SP Select 5108 AC2 Chassis w/2304 IO, 4x SFP cable 3m	PSJ3	8/1/2024	7/31/2025	\$418.22	\$267.66	1	\$267.66
FLM230508RN	UCS-SP-B200M5-A2	^SP B200 M5 w/2x5118.6x32GB mem, V/IC1340	PSJ3	8/1/2024	7/31/2025	\$857.52	\$548.81	1	\$548.81
FLM230508RU	UCS-SP-B200M5-A2	^SP B200 M5 w/2x5118.6x32GB mem, V/IC1340	PSJ3	8/1/2024	7/31/2025	\$857.52	\$548.81	1	\$548.81
FLM23180A87	UCS-SP-B200M5-A2	^SP B200 M5 w/2x5118.6x32GB mem, V/IC1340	PSJ3	8/1/2024	7/31/2025	\$857.52	\$548.81	1	\$548.81
FLM23180TN7	UCS-SP-B200M5-A2	^SP B200 M5 w/2x5118.6x32GB mem, V/IC1340	PSJ3	8/1/2024	7/31/2025	\$857.52	\$548.81	1	\$548.81
FLM231800GN	UCS-SP-B200M5-A2	^SP B200 M5 w/2x5118.6x32GB mem, V/IC1340	PSJ3	8/1/2024	7/31/2025	\$857.52	\$548.81	1	\$548.81
FLM23180A83	UCS-SP-B200M5-A2	^SP B200 M5 w/2x5118.6x32GB mem, V/IC1340	PSJ3	8/1/2024	7/31/2025	\$857.52	\$548.81	1	\$548.81
FCH22227YBR	UCS-SP-B200M5-A4	^SP B200 M5 w/2x6140.6x32GB mem, V/IC1340	PSJ3	8/1/2024	7/31/2025	\$903.44	\$578.20	1	\$578.20
FCH22227Y5M	UCS-SP-B200M5-A4	^SP B200 M5 w/2x6140.6x32GB mem, V/IC1340	PSJ3	8/1/2024	7/31/2025	\$903.44	\$578.20	1	\$578.20
FLM23180AKM	UCS-SP-B200M5-A4	^SP B200 M5 w/2x6140.6x32GB mem, V/IC1340	PSJ3	8/1/2024	7/31/2025	\$903.44	\$578.20	1	\$578.20
FLM23180EJ	UCS-SP-B200M5-A4	^SP B200 M5 w/2x6140.6x32GB mem, V/IC1340	PSJ3	8/1/2024	7/31/2025	\$903.44	\$578.20	1	\$578.20
FLM2318095E	UCS-SP-B200M5-A4	^SP B200 M5 w/2x6140.6x32GB mem, V/IC1340	PSJ3	8/1/2024	7/31/2025	\$903.44	\$578.20	1	\$578.20
FLM23180952	UCS-SP-B200M5-A4	^SP B200 M5 w/2x6140.6x32GB mem, V/IC1340	PSJ3	8/1/2024	7/31/2025	\$903.44	\$578.20	1	\$578.20
FLM231807RD	UCS-SP-B200M5-A4	^SP B200 M5 w/2x6140.6x32GB mem, V/IC1340	PSJ3	8/1/2024	7/31/2025	\$903.44	\$578.20	1	\$578.20
FLM23180A9D	UCS-SP-B200M5-F3	^SP B200 M5 w/2x6134.6x32GB mem, V/IC1340	PSJ3	8/1/2024	7/31/2025	\$907.15	\$580.58	1	\$580.58
FLM23180CRP	UCS-SP-B200M5-F3	^SP B200 M5 w/2x6134.6x32GB mem, V/IC1340	PSJ3	8/1/2024	7/31/2025	\$907.15	\$580.58	1	\$580.58
FLM23180CR0	UCS-SP-B200M5-F3	^SP B200 M5 w/2x6134.6x32GB mem, V/IC1340	PSJ3	8/1/2024	7/31/2025	\$907.15	\$580.58	1	\$580.58
FLM231807QL	UCS-SP-B200M5-F3	^SP B200 M5 w/2x6134.6x32GB mem, V/IC1340	PSJ3	8/1/2024	7/31/2025	\$907.15	\$580.58	1	\$580.58

Products:

Serial #	Service SKU	Description	Support Level	Start Date	End Date	List Price	Unit Price	Qty	Ext. Price
FDO23161GWM	UCS-SP-F6332-16UP	(Not sold standalone) UCS 6332-16UP FI	PSJ3	8/1/2024	7/31/2025	\$4,011.52	\$2,567.37	1	\$2,567.37
FDO23051FXS	UCS-SP-F6332-16UP	(Not sold standalone) UCS 6332-16UP FI	PSJ3	8/1/2024	7/31/2025	\$4,011.52	\$2,567.37	1	\$2,567.37
FDO23030BV/K	UCS-SP-F6332-16UP	(Not sold standalone) UCS 6332-16UP FI	PSJ3	8/1/2024	7/31/2025	\$4,011.52	\$2,567.37	1	\$2,567.37
FDO23051FWW	UCS-SP-F6332-16UP	(Not sold standalone) UCS 6332-16UP FI	PSJ3	8/1/2024	7/31/2025	\$4,011.52	\$2,567.37	1	\$2,567.37
FOX1817G2ED	UCS-SPR-INFRA-CHSS	^UCS SP BASE 5108 Blade Svr AC Chassis	PSJ3	8/1/2024	7/31/2025	\$471.00	\$301.44	1	\$301.44
WZP221505PV	UCS-SPR-C220M5-S2	SP C220 M5SX w/2x4110U,2x16GB mem,12G MRAID,32GB SD	PSJ3	8/1/2024	7/31/2025	\$992.00	\$634.88	1	\$634.88
WZP221505PW	UCS-SPR-C220M5-S2	SP C220 M5SX w/2x4110U,2x16GB mem,12G MRAID,32GB SD	PSJ3	8/1/2024	7/31/2025	\$992.00	\$634.88	1	\$634.88
FTX1921ADM/Y	VG310	Modular 24 FXS Port VoIP Gateway with PvDM3-64	PSUT	8/1/2024	7/31/2025	\$786.31	\$503.24	1	\$503.24
FTX1929AHKA	VG320	Modular 48 FXS Port VoIP Gateway with PvDM3-128	PSUT	8/1/2024	7/31/2025	\$1,569.60	\$1,004.54	1	\$1,004.54
FGL2421L19E	VG40-4FXS4FXO	Cisco VG40 Analog Voice Gateway	PSUT	8/1/2024	7/31/2025	\$322.66	\$334.50	1	\$334.50
FOC2017Z06J	WS-C2960CX-8PC-L	Cisco Catalyst 2960-CX 8 Port PoE, LAN Base	PSUT	8/1/2024	7/31/2025	\$156.28	\$100.02	1	\$100.02
FOC1737S1GT	WS-C2960X-48FPD-L	^Catalyst 2960-X 48 GigE PoE 740W, 2 x 10G SFP+, LAN Base	PSUT	8/1/2024	7/31/2025	\$897.00	\$574.08	1	\$574.08
FOC1741S1L4	WS-C2960X-48FPS-L	^Catalyst 2960-X 48 GigE PoE 740W, 4 x 1G SFP, LAN Base	PSUT	8/1/2024	7/31/2025	\$739.53	\$473.30	1	\$473.30

Quote Summary	Amount
Products:	\$112,038.69
Subtotal:	\$112,038.69
Estimated Tax:	\$9,747.25
Total:	\$124,786.04

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

If you have any questions concerning this quotation please contact sales@hyetechnetworks.com



Quotation

Terms & Conditions:

Invoicing & Payment

Unless otherwise stated in an SOW, exhibit, or definitive agreement, Hye Tech shall invoice Customer on a project basis. Customer shall pay Hye Tech within thirty (30) calendar days from the date of invoice for any of the Services and expenses provided or incurred hereunder. Hye Tech may charge Customer interest and late fees on any overdue and unpaid portion of the Fees in an amount equal to one and one half percent (1.5%) per month. All payments shall be made in U.S. dollars. In the event Customer disputes any Fees, Customer shall pay any undisputed portion of the invoice containing the disputed Fees.

Suspension

In the event of non-payment of any Fees or other fees payable within forty-five (45) days from the date of invoice, HT may, in addition to any other rights and remedies it may have, suspend Customer's access to the Products and Services.



Contract Extension/Amendment

September 21, 2023

Hye Tech Network & Security Solutions LLC
4802 E. Ray Road, #23-414
Phoenix, AZ 85044
Attn: Lisa Andrus (landrus@hyetechnetworks.com, saro@hyetechnetworks.com)

Re: Extension Agreement for Contract #22-02PV-08, Technology and Audio/Visual Solutions

The above referenced contract is hereby mutually extended for an additional one (1) year period until December 8, 2024. This is the third year of a potential five-year agreement. **Please indicate your desire to extend your contract by completing and emailing back the signed Contract Extension along with the following documentation:**

- Updated Certificate of Insurance (see terms and conditions of contract to ensure compliance).
- Proof/Verification of ROC Licensing in good standing (if applicable).
- Proof of any other applicable licensing related to your contract.
- Proof/Verification of good standing with Arizona Corporation Commission or other State's comparable Corporations/Business Division or Secretary of State (as applicable).
- Updated Contact Information Sheet completed.

Please check ONE of the following appropriate boxes regarding pricing:

- No price updates at this time. Current pricing on file is accurate.
- Our contract utilizes a firm-fixed price list. We are providing an updated fixed price list for 1GPA's review (attached).
- Our contract pricing is based on a percentage discount off list price. We have provided new price lists for 1GPA's review. Please see the attached updates. *Note: Percentage Discounts remain the same as per contract terms and conditions.*
- We have provided an updated cost form that includes adjustments to our labor and services rates for 1GPA's review.

If any of the boxes were checked regarding pricing updates; please include a brief description of the update here:

Page 1 of 2

It is the contractor's responsibility to keep all pricing up to date and on file with 1GPA. All price changes must be provided to 1GPA for review and utilizing the same format provided in the contractor's original proposal.

By signing this document, vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and in accordance with ARS § 35-394, the vendor is not currently and for the duration of the contract will not use the forced labor of ethnic Uyghurs in the People's Republic of China including goods, services, contractors, subcontractors or suppliers thereof.

In addition, please verify that your company is providing usage reports as per the terms of your contract. If you have any questions or concerns regarding these reports, please feel free to contact Michelle Aiken by email: maiken@1GPA.org.

Except as otherwise expressly provided in this amendment, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

Vendor Acceptance/Signature:	
	
Printed Name: Lisa Andrus	
Title: COO/CFO	Date: 09/26/2023
1GPA Authorized Signature:	
	
Printed Name: Christy Knorr	
Title: President	Date: 10.11.2023
Paradise Valley Unified School District Authorized Signature:	
	
Printed Name: Eva Calles	
Title: Director of Purchasing	Date: 11/3/2023



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Mar 1, 2024

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May 21, 2024



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HYE TECH NETWORK & SECURITY SOLUTIONS LLC

Active Registration

Unique Entity ID
PLPRHZ5GV981

CAGE Code
9JWS7

Physical Address
10235 S 51ST ST STE 120,
PHOENIX, AZ 85044 USA

Entity

Expiration Date
Sep 14, 2024

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Purchase Order

Pinal County Finance Department
 Purchasing Division
 P.O. Box 1348
 Florence, AZ 85132

PO Number

252258

This number must appear on all documents pertaining to this order.

PO Date: 7/11/2024

Page: 1 of 1

Mail Invoice to:	Ship to:	Supplier:
Pinal County Finance Department P.O. Box 1348 Florence, AZ 85132	ATTORNEY - Admin F 971 N JASON LOPEZ CIRCLE FLORENCE AZ 85132	ACRO SERVICE CORPORATION 39209 W SIX MILE RD STE 250 LIVONIA MI 48152
Or		
email invoice to:		
FinanceInvoices@pinal.gov		
Phone: - Fax: -		
Confirming to:		
Buyer: Maegan Queen, Buyer Phone: 520 - 866-6265 Email: maegan.queen@pinal.gov	Requested Delivery Date: 7/11/2024 Payment Terms: Net 30 Shipping Terms: FOB Destination	

The terms and conditions of the following contract apply to this Purchase Order:

Contract Entity State of Arizona
Contract Number CTR06284-5
Contract Expiry 12/31/2024

Reference: Department Contact: Katherine Ortega 520.866.6289 katherine.ortega@pinal.gov | Joy Akers 520.866.6918 joy.akers@pinal.gov | Ron Carlson 520.866.6276 ronald.carlson@pinal.gov
 Vendor Contact: Michael Cox 480-404-8851 mcox@acrocorp.com

This is a Blanket Purchase Order. Blanket Purchase Orders are not a commitment and shall not be used as a basis for Supplier's planning. There is no minimum spend guarantee.

For Period: July 1, 2024 - June 30, 2025

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1		LS		FY24/25 BPO Temp Staff Svcs Patricia Boscamp	\$0.00	\$44,000.00
2		LS		FY24/25 BPO Temp Staff Svcs Shirley Hayden	\$0.00	\$44,000.00
3		LS		FY24/25 BPO Temp Staff Svcs Taylor Henson	\$0.00	\$44,000.00

Total Order : \$132,000.00

NOTE :

Failure to send invoice to above address will result in delay of payment.
 Direct all payment questions to Accounts Payable at 520-866-6397.
 Direct all other inquiries to the Buyer specified above.

By accepting this Purchase Order the supplier agrees to the terms and conditions located on the [Purchasing Website](#) unless otherwise directed on this PO

Exhibit D
IRS Pub 1075 Contract Language for General Services

CONTRACT LANGUAGE FOR GENERAL SERVICES

I. PERFORMANCE

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be performed under the supervision of the contractor or the contractor's responsible employees.
- (2) The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
- (3) Any Federal or State tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.
- (4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
- (5) No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the Arizona Department of Revenue and the IRS.
- (6) The contractor will maintain a list of employees authorized access. Such list will be provided to the Arizona Department of Revenue and, upon request, to the IRS reviewing office.
- (7) The Arizona Department of Revenue will have the right to void the contract if the contractor fails to provide the safeguards described above.

II. CRIMINAL/CIVIL SANCTIONS

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against

Exhibit D
IRS Pub 1075 Contract Language for General Services

the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the Arizona Department of Revenue's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213 and 7213A. The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

Exhibit D
IRS Pub 1075 Contract Language for General Services

III. INSPECTION

The IRS and the Arizona Department of Revenue, with 24 hour notice, shall have the right to send its officers and employees into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. This right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Purchase Order

Pinal County Finance Department
Purchasing Division
P.O. Box 1348
Florence, AZ 85132

PO Number
252264

This number must appear on all documents pertaining to this order.

PO Date: 7/11/2024
Page: 1 of 1

Mail Invoice to:	Ship to:	Supplier:
Pinal County Finance Department	INFORMATION TECHNOLOGY DEPARTMENT	HYE TECH NETWORK & SECURITY SOLUTIONS LL
P.O. Box 1348 Florence, AZ 85132	IT RECEIVING BLDG 75 N. MAIN STREET FLORENCE AZ 85132	4802 E RAY RD STE 23-414 PHOENIX AZ 85044
Or		
email invoice to: FinanceInvoices@pinal.gov		Phone: 520 - 488-9970 Fax: 480 - 247-4501

Confirming to:

Buyer: Riley Brimhall, Buyer Phone: - Email: Riley.Brimhall@pinal.gov	Requested Delivery Date: 7/11/2024 Payment Terms: Net 30 Shipping Terms: FOB Destination
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The terms and conditions of the following contract apply to this Purchase Order:

Contract Entity 1GPA
Contract Number 22-02PV-08
Contract Expiry 12/8/2024

Reference: Department Contact: Chris Combs chris.combs@pinal.gov 520-866-6650

This is a Blanket Purchase Order. Blanket Purchase Orders are not a commitment and shall not be used as a basis for Supplier's planning. There is no minimum spend guarantee. For Period: July 1, 2024 - June 30, 2025

ALL SOFTWARE LICENSES MUST BE EMAILED TO: ITLICENSES@PINAL.GOV

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1		LS		BPO FY 24/25 SOC PROF TECH SERVICES	\$0.00	\$73,500.00
2		LS		BPO FY 24/25 IT CONSULTING Vciso	\$0.00	\$46,800.00

Total Order : \$120,300.00

NOTE :

Failure to send invoice to above address will result in delay of payment.
Direct all payment questions to Accounts Payable at 520-866-6397.
Direct all other inquiries to the Buyer specified above.

By accepting this Purchase Order the supplier agrees to the terms and conditions located on the [Purchasing Website](#) unless otherwise directed on this PO



Contract Extension/Amendment

September 21, 2023

Hy Tech Network & Security Solutions LLC
4802 E. Ray Road, #23-414
Phoenix, AZ 85044
Attn: Lisa Andrus (landrus@hyetechnetworks.com, saro@hyetechnetworks.com))

Re: Extension Agreement for Contract #22-02PV-08, Technology and Audio/Visual Solutions

The above referenced contract is hereby mutually extended for an additional one (1) year period until December 8, 2024. This is the third year of a potential five-year agreement. **Please indicate your desire to extend your contract by completing and emailing back the signed Contract Extension along with the following documentation:**

- Updated Certificate of Insurance (see terms and conditions of contract to ensure compliance).
- Proof/Verification of ROC Licensing in good standing (if applicable).
- Proof of any other applicable licensing related to your contract.
- Proof/Verification of good standing with Arizona Corporation Commission or other State's comparable Corporations/Business Division or Secretary of State (as applicable).
- Updated Contact Information Sheet completed.

Please check ONE of the following appropriate boxes regarding pricing:

- No price updates at this time. Current pricing on file is accurate.
- Our contract utilizes a firm-fixed price list. We are providing an updated fixed price list for 1GPA's review (attached).
- Our contract pricing is based on a percentage discount off list price. We have provided new price lists for 1GPA's review. Please see the attached updates. *Note: Percentage Discounts remain the same as per contract terms and conditions.*
- We have provided an updated cost form that includes adjustments to our labor and services rates for 1GPA's review.

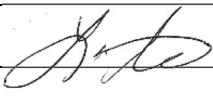
If any of the boxes were checked regarding pricing updates; please include a brief description of the update here:

It is the contractor's responsibility to keep all pricing up to date and on file with 1GPA. All price changes must be provided to 1GPA for review and utilizing the same format provided in the contractor's original proposal.

By signing this document, vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and in accordance with ARS § 35-394, the vendor is not currently and for the duration of the contract will not use the forced labor of ethnic Uyghurs in the People's Republic of China including goods, services, contractors, subcontractors or suppliers thereof.

In addition, please verify that your company is providing usage reports as per the terms of your contract. If you have any questions or concerns regarding these reports, please feel free to contact Michelle Aiken by email: maiken@1GPA.org.

Except as otherwise expressly provided in this amendment, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

Vendor Acceptance/Signature:	
	
Printed Name:	Lisa Andrus
Title: COO/CFO	Date: 09/26/2023
1GPA Authorized Signature:	
	
Printed Name: Christy Knorr	
Title: President	Date: 10.11.2023
Paradise Valley Unified School District Authorized Signature:	
	
Printed Name: Eva Calles	
Title: Director of Purchasing	Date: 11/3/2023



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PHOENIX, AZ 85044 USA

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