



BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.

Record Number: SC PO SC2600000064

Award Type: Award

BOSAIR Activity: Board Meeting Request

Requested Board Meeting Date: 05/12/2026

Supplier / Customer / Grantor / Subrecipient: FX Tactical LLC

Project Title / Description: Sheriff's Department Uniforms & Accessories

Purpose: Award: Supplier Contract No. SC2600000064. This Supplier Contract is for an initial term of one (1) year in the annual award amount of \$320,000.00 (including sales tax) and includes four (4) one-year renewal options. Administering Department: Sheriff's Department.

Procurement Method: Other

Insert additional Procurement Method info, if applicable: Pursuant to Pima County Procurement Code 11.12.010, Competitive sealed bidding, Solicitation No. IFB-RQ2500016699 was conducted. Two (2) responses were received. One (1) response was a no bid response. Award is to the responsive and responsible bidder.

RQID: RQ2500016699

Attachments: Notice of Recommendation for Award and Supplier Contract.

Program Goals/Predicted Outcomes: To ensure that Pima County Sheriff's Department ("PCSD") has proper uniforms and accessories to perform their duties.

Public Benefit and Impact: The public will be able to identify staff as members of PCSD and law enforcement officials.

Strategic Plan Pillar

- Public Service

Support of Prosperity Initiative:

- C-S-3. Prevent and Reduce Crime

Provide information that explains how this activity supports the selected Prosperity Initiatives Providing PCSD with proper uniforms and accessories ensures deputies can safely and effectively perform their duties; enhances visibility and professionalism; and supports crime deterrence. This strengthens core public safety services and directly contributes to preventing and reducing crime.

Metrics Available to Measure Performance:

PCSD shall monitor the performance of uniform items by the availability and quality.

Retroactive:

NO

Contract / Award Information

Record Number: SC PO SC2600000064

Document Type: SC

Department Code: PO

Contract Number: SC2600000064

Commencement Date: 05/12/2026

Termination Date: 05/11/2027

Supplier / Subrecipient Headquarters Location: Headquarters: Peoria, AZ

Total Expense Amount:

\$320,000.00

Total Revenue Amount:

\$0.00

Funding Source Name(s) Required: Sheriff's Department Special Revenue

Funding from General Fund?

NO

Contract is fully or partially funded with Federal Funds?

NO

Contract is fully or partially funded with Non-Federal Grant Funds?

NO

Were insurance or indemnity clauses modified?

NO

Vendor is using a Social Security Number?

NO

Department: Procurement

Name: Troy McMaster

Telephone: 520.724.8728

Add Procurement Department Signatures

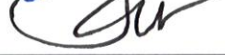
Yes

Division Manager/Procurement Officer Signature: Stephen Romero Digitally signed by Stephen Romero
Acting Date: 2026.04.20 10:06:18 -07'00' Date: _____

Procurement Director Signature: Ana Wilber Digitally signed by Ana Wilber
Date: 2026.04.20 10:08:43 -07'00' Date: _____

Department Director Signature: Chris Nanos Digitally signed by Chris Nanos
Date: 2026.04.20 14:04:23 -07'00' Date: _____

Deputy County Administrator Signature:  Date: 4-20-2026

County Administrator Signature:  Date: 4/21/2026



NOTICE OF RECOMMENDATION FOR AWARD

Date of Issue: April 10, 2026

The Procurement Department hereby issues formal notice to respondents to Solicitation No. IFB-2500016699 for Pima County Sheriff's Department Uniforms & Accessories that the following listed respondent will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors on or after Tuesday, May 12, 2026.

Award is recommended to the:
Responsive and responsible bidder

AWARDED
FX Tactical LLC

BID AMOUNT
\$291,338.75

AWARD AMOUNT
\$320,000.00

OTHER RESPONDENTS
Prime Investments Inc. dba AmeriCopy

BID AMOUNT
No Bid

Issued by: Troy McMaster, Procurement Officer
Telephone Number: 520.724.8728

This notice is in compliance with Pima County Procurement Code §11.12.010(C) and §11.20.010(C).

Copy to: Pima County SBE via the BidNet Portal.

PIMA COUNTY

Pima County Procurement Department
 150 W. Congress St. 5th Fl
 Tucson AZ 85701

**Supplier Contract**

Contract Number	SC2600000064
Contract Start Date	05-12-2026
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Buyer	Christina Drennan
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Supplier:	Contract Name:
FX-Tactical LLC 801 E 22nd St Tucson, AZ 85713	Sheriff's Department Uniform & Accessories

Supplier Contact and Payment Terms: Phone: +1 (520) 2077400 Email: jgregory@fx-tactical.com Terms: Net 30 Days:	Shipping Method	Delivery Type	FOB
	Vendor Method	Standard Ground	FOB Dest, Freight Prepaid
	Currency	NTE Amount	Used Amount
	USD	320,000.00	0.00

Contract/Amendment Description:

This Supplier Contract is for an initial term of one (1) year in the annual award amount of \$320,000.00 (including sales tax) and includes four (4) one-year renewal options.

Attachment: Offer Agreement

Catalog Items:						
Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN	
1	1005684-001 UA Tactical Tech™ Short Sleeve T-Shirt, Black	Each	20.00		1005684-001	
2	1005684-390 UA Tactical Tech™ Short Sleeve T-Shirt, Marine OD Green	Each	20.00		1005684-390	
3	103W66-04 Deluxe Tropical Long Sleeve Shirt, Women's, Silver Tan	Each	53.00		103W66-04	
4	11-1168-003 Otto Cap® Otto Flex® Fitted 6 Panel Low Profile Baseball Cap, Black	Each	10.00		11-1168-003	
5	111015 V2 Pro Performance Long Sleeve, Men's, Khaki	Each	56.00		111015	
6	111015T V2 Pro Performance Long Sleeve, Men's, Khaki, Tall	Each	60.00		111015T	

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7	112012 V2 Pro Performance Short Sleeve, Men's, Khaki	Each	56.00		112012
8	112012T V2 Pro Performance Short Sleeve, Men's, Khaki, Tall	Each	60.00		112012T
9	121015 V2 Pro Performance Long Sleeve, Women's, Khaki	Each	56.00		121015
10	121015T V2 Pro Performance Long Sleeve, Women's, Khaki, Tall	Each	60.00		121015T
11	122012 V2 Pro Performance Short Sleeve, Women's, Khaki	Each	56.00		122012
12	122012T V2 Pro Performance Short Sleeve, Women's, Khaki, Tall	Each	60.00		122012T
13	1248196-001 UA Tactical Tech™ Long Sleeve T-Shirt, Black	Each	24.00		1248196-001
14	1248196-390 UA Tactical Tech™ Long Sleeve T-Shirt, Marine OD Green	Each	24.00		1248196-390
15	12497-019 Speed 4.0 6" (Desert) Boot, Black	Each	86.00		12497-019
16	12498-389 Speed 4.0 6" (Desert) Boot, US Dark Coyote	Each	86.00		12498-389
17	1382620-001 UA Launch 7" Shorts, Black - White - Reflective	Each	30.00		1382620-001
18	153R66-04 Deluxe Tropical Women's Short Sleeve Shirt, Silver Tan	Each	45.50		153R66-04
19	18500 Gildan® Adult Hooded Sweatshirt	Each	18.00		18500
20	19W66-04 Deluxe Tropical Men's Long Sleeve Shirt, Silver Tan	Each	53.00		19W66-04

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21	2000 Gildan® Adult T-Shirt	Each	5.00		2000
22	21210 Danner Acadia 8" Boots, Black	Each	325.00		21210
23	2400 Gildan® Adult Long Sleeve T-Shirt	Each	7.25		2400
24	32218A-05 Legend LASD Pant with 1" Black Strip (sewn over each of the outside leg seams), Men's, Forest Green	Each	139.00		32218A-05
25	32218W-05 Legend LASD Pant with 1" Black Strip (sewn over each of the outside leg seams), Women's, Forest Green	Each	139.00		32218W-05
26	3900-10 Command 100% Polyester Gabardine Pant, Men's, Black	Each	57.00		3900-10
27	3900W-10 Command 100% Polyester Gabardine Pant, Women's, Black	Each	57.00		3900W-10
28	40016-165 Utili-T Crew 3 Pack	Pack	37.50		40016-165
29	41180 Utility Short Sleeve Polo, ACU Tan	Each	30.00		41180
30	48016-019 Response Jacket™, Black	Each	71.00		48016-019
31	48096-019 Double Duty Jacket™, Black	Each	131.00		48096-019
32	48373-019 Chameleon Softshell Jacket™ 2.0, Black	Each	120.00		48373-019
33	5100A Pro Strapless Mouth Guard	Each	12.00		5100A
34	59552-019 1.75" 5.11 Tactical TDU® Belt, Black	Each	18.50		59552-019
35	61041-162 Flex-Tac® TDU® Ripstop Short Sleeve, Women's, Khaki	Each	60.00		61041-162

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36	62081-162 Flex-Tac® TDU® Ripstop Long Sleeve, Women's, Khaki	Each	64.00		62081-162
37	64360-019 Taclite® Pro Ripstop Pant, Women's, Black	Each	49.00		64360-019
38	64360-162 Taclite® Pro Ripstop Pant, Women's, TDU Khaki	Each	49.00		64360-162
39	64360-190 Taclite® Pro Ripstop Pant, Women's, TDU Green	Each	49.00		64360-190
40	64386-190 5.11 Stryke® Pant, Women's, TDU Green	Each	71.00		64386-190
41	69R66-04 Deluxe Tropical Men's Short Sleeve Shirt, Silver Tan	Each	45.50		69R66-04
42	71049 Performance Short Sleeve Polo	Each	37.50		71049
43	71095 Flex-Tac® TDU® Ripstop Short Sleeve	Each	60.00		71095
44	71182 Tactical Jersey Short Sleeve Polo	Each	41.00		71182
45	71406-160 Stryke® PDU® Twill Rapid Short Sleeve, Silver Tan	Each	67.00		71406-160
46	72049 Performance Long Sleeve Polo	Each	41.00		72049
47	72175-192 Taclite® Pro Long Sleeve, Tundra	Each	52.00		72175-192
48	72250 Flex-Tac® TDU® Ripstop Long Sleeve	Each	64.00		72250
49	72547-160 Stryke® PDU® Twill Rapid Long Sleeve, Silver Tan	Each	71.00		72547-160
50	73160A-10 Layertech Hi-Vis Reversible Jacket, Black	Each	160.00		73160A-10
51	74003-019 5.11 Relaxed Fit TDU® Cargo Pant, Men's, Black	Each	56.00		74003-019

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PIMA COUNTY

Pima County Procurement Department
 150 W. Congress St. 5th Fl
 Tucson AZ 85701

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Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
52	74273-019 5.11® Regular Fit Taclite® Pro Ripstop Cargo Pant, Men's, Black	Each	49.00		74273-019
53	74273-162 5.11® Regular Fit Taclite® Pro Ripstop Cargo Pant, Men's, TDU Khaki	Each	49.00		74273-162
54	74273-190 5.11® Regular Fit Taclite® Pro Ripstop Cargo Pant, Men's, TDU Green	Each	49.00		74273-190
55	74369-019 5.11 Stryke® Regular Fit Cargo Pant, Men's, Black	Each	71.00		74369-019
56	74369-190 5.11 Stryke® Regular Fit Cargo Pant, Men's, TDU Green	Each	71.00		74369-190
57	74549-019 5.11® Straight Fit Edge Chino 2.0 Pant, Men's, Black	Each	66.00		74549-019
58	74549-070 5.11® Straight Fit Edge Chino 2.0 Pant, Men's, Stone	Each	66.00		74549-070
59	87 Hi-Gloss Model 87 Sam Browne Buckled Duty Belt 2.25" with Brass Buckle	Each	69.00		87
60	A1140 Collar Pin - 1" Captain Bars with Clutch, Gold Smooth Finish	Each	24.00		A1140
61	A1141 Collar Pin - 1" Lieutenant Bars with Clutch, Gold Smooth Finish	Each	22.00		A1141
62	A1973 Collar Pin - 0.75" Lieutenant Bars with Clutch, Gold Smooth Finish	Each	20.00		A1973
63	A1975 Collar Pin - 0.75" Captain Bars with Clutch, Gold Smooth Finish	Each	22.00		A1975

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Catalog Items:

Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
64	A3704 Commendation Bar - Two Section Bar, [Black DR2-64] (FTO), GOL-TONE® Border	Each	17.00		A3704
65	A3704 Commendation Bar - Two Section Bar, [DR7-5 DR2-64] (Housing Unit), GOL-TONE® Border	Each	17.00		A3704
66	A4616-A Commendation Bar - Plain Recognition Bar, [DR2-3] (Public Safety Service Ribbon), GOL-TONE® Border	Each	17.00		A4616-A
67	A4616-A Commendation Bar - Plain Recognition Bar, [DR4-6] (Honorable), GOL-TONE® Border	Each	17.00		A4616-A
68	A4616-H Commendation Bar - Years of Service Recognition Bar, [Black], GOL-TONE® Border	Each	17.00		A4616-H
69	A4616-Q Commendation Bar - American Flag, GOL-TONE® Border	Each	17.00		A4616-Q
70	A5697-2 Collar Pin - 0.75" Star with Clutch (2 Stars), Gold Smooth Finish	Each	22.00		A5697-2
71	A5697-3 Collar Pin - 0.75" Star with Clutch (3 Stars), Gold Smooth Finish	Each	25.50		A5697-3
72	A5697-4 Collar Pin - 0.75" Star with Clutch (4 Stars), Gold Smooth Finish	Each	29.00		A5697-4
73	A8392 Commendation Bar - Three Section Bar, [DR3-4 White DR3-4] (CID Ribbon), GOL-TONE® Border	Each	17.00		A8392

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74	A8392 Commendation Bar - Three Section Bar, [DR7-4 DR4-6 DR7-4] (Good Conduct), GOL-TONE® Border	Each	17.00		A8392
75	AZDPSBLS-01 Fechheimer AZ DPS Honor Guard Dress Blouse, Custom Fitted	Each	795.00		AZDPSBLS-01
76	Embroidery - 1-4000 Stitch Count	Each	6.00		
77	Embroidery - 10001-15000 Stitch Count	Each	10.00		
78	Embroidery - 15001-20000 Stitch Count	Each	12.00		
79	Embroidery - 2 Stars	Each	6.00		
80	Embroidery - 3 Stars	Each	6.00		
81	Embroidery - 4 Stars	Each	6.00		
82	Embroidery - 4001-10000 Stitch Count	Each	8.00		
83	Embroidery - Capt Bars	Each	6.00		
84	Embroidery - Lt Bars	Each	6.00		
85	F40-BK Campaign Style Felt Hat F40, Black	Each	149.00		F40-BK
86	F5115 CWU 27/P Nomex® Flight Suit with Black Name Tag, Freedom Green	Each	199.00		F5115
87	Gold Nameplate with Black Engraved No. 6 Ratio Lettering, First & Middle Initial and Last Name, 2.5" x 0.5"	Each	13.00		
88	Hat Trap® for Campaign Hats	Each	94.00		
89	Honor Guard Sure-Grip Glove, White	Each	11.00		

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Catalog Items:

Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
90	M/0344 Trooper Hat Cord with Acorns, Black & Gold Metal	Each	12.00		M/0344
91	OP160 Hanes® EcoSmart® Unisex Fleece Sweatshirt	Each	10.50		OP160
92	OP170 Hanes® EcoSmart® Unisex Fleece Hoodie	Each	18.50		OP170
93	P302-28 Sheriff Motor Breeches with Black & Gold Honor Guard Stripes, Forest Green	Each	250.00		P302-28
94	P905L Motorcycle Boot with Vibram® Lug Sole & Buckle Top	Each	650.00		P905L
95	S40DB-BK Campaign Style Straw Hat S40, Black	Each	95.00		S40DB-BK
96	SB10-A 5/16" Commendation Bar Slide Holder (10 Bars), GOL- TONE®	Each	24.00		SB10-A
97	SB11-A 5/16" Commendation Bar Slide Holder (11 Bars), GOL- TONE®	Each	25.00		SB11-A
98	SB12-A 5/16" Commendation Bar Slide Holder (12 Bars), GOL- TONE®	Each	25.50		SB12-A
99	SB2-A 5/16" Commendation Bar Slide Holder (2 Bars), GOL- TONE®	Each	5.75		SB2-A
100	SB3-A 5/16" Commendation Bar Slide Holder (3 Bars), GOL- TONE®	Each	7.00		SB3-A
101	SB4-A 5/16" Commendation Bar Slide Holder (4 Bars), GOL- TONE®	Each	11.50		SB4-A

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Catalog Items:

Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
102	SB5-A 5/16" Commendation Bar Slide Holder (5 Bars), GOL- TONE®	Each	12.00		SB5-A
103	SB6-A 5/16" Commendation Bar Slide Holder (6 Bars), GOL- TONE®	Each	13.00		SB6-A
104	SB7-A 5/16" Commendation Bar Slide Holder (7 Bars), GOL- TONE®	Each	17.50		SB7-A
105	SB8-A 5/16" Commendation Bar Slide Holder (8 Bars), GOL- TONE®	Each	18.50		SB8-A
106	SB9-A 5/16" Commendation Bar Slide Holder (9 Bars), GOL- TONE®	Each	19.00		SB9-A
107	Screen Printing - Silk Screen per location	Each	5.00		
108	SGK100 Hatch® Street Guard® Cut-Resistant Tactical Police Duty Glove with Kevlar®	Each	28.00		SGK100
109	Shirt Stay Holder, Black	Each	10.00		
110	ST-1P-BK 1 Piece Leather Strap for Hat, Black	Each	7.00		ST-1P-BK
111	ST-3P-BK 3 Piece Leather Strap for Hat, Black	Each	8.50		ST-3P-BK
112	ST450 Sport-Tek® PosiCharge® Competitor™ Cotton Touch™ Tee, Black	Each	8.50		ST450
113	ST450 Sport-Tek® PosiCharge® Competitor™ Cotton Touch™ Tee, Deep Red	Each	8.50		ST450

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114	T473 Sport-Tek® Dry Zone® Short Sleeve Raglan T-Shirt, Black	Each	10.50		T473
115	T473 Sport-Tek® Dry Zone® Short Sleeve Raglan T-Shirt, True Red	Each	10.50		T473
116	Tie Uniform Cravats, Polyester/Wool, 3.5" x Given Size, Black	Each	8.00		
117	VTX4000P coldblack® Short Sleeve Polo, Men's	Each	45.00		VTX4000P
118	VTX4010P coldblack® Short Sleeve Polo, Women's	Each	45.00		VTX4010P
119	VTX4020P coldblack® Long Sleeve Polo, Men's	Each	48.00		VTX4020P
120	VTX4030P coldblack® Long Sleeve Polo, Women's	Each	48.00		VTX4030P
121	X/2122B-RX Cobra Knot with Button Loop, PermaGold & Black	Each	18.00		X/2122B-RX

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OFFER AGREEMENT

1. PURPOSE

This contract establishes a system-generated form Supplier Contract ("SC") for Contractor to provide Pima County ("County") with Pima County Sheriff Department Uniforms & Accessories on an "as required basis" by issue of Delivery Order ("DO").

2. CONTRACT TERM, RENEWALS, EXTENSIONS and REVISIONS

The SC will document the commencement date of the contract and will be for a one (1) year period with four (4) one-year renewal options that the parties may exercise as follows: County will issue contract extensions, renewals, or revisions to Contractor with a revised SC document. Contractor must object in writing to the proposed revisions, terms, conditions, scope modifications and/or specifications within ten (10) calendar days of issuance by County. If Contractor does not notify county of any objections within that timeframe, the revision(s) will be binding on the parties.

3. CONTRACTOR MINIMUM QUALIFICATIONS

The Contractor certifies that it is competent, willing, and responsible for performing the services or providing the products in accordance with the requirements of this contract.

Contractor shall check the appropriate response(s) below and shall submit all required documentation. Contractors that are unable to affirmatively respond to all required 'Yes' box(es) shall be deemed non-responsive. Failure to check the appropriate response and submit the required documentation will result in the bid being rejected as non-responsive and not considered for award:

1	Contractor is a current supplier of police/special uniforms and equipment operating for a minimum of three (3) consecutive years up to 2025. Provide one (1) copy of either the Contractor's Articles of Incorporation, OR the Arizona Corporation Commission or other equivalent state website registration, <u>notating the organization's formation date</u> MUST be included with bid submittal.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2	Contractor must have a store front within the Tucson metropolitan area, said store front having the capabilities to provide the necessary fittings and alterations for the uniforms. Provide memo on Contractor letterhead which includes the name, address, and telephone number of the store front. The memo must also include a statement that Contractor certifies their capability to provide fittings and alternations for uniforms at this store front.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE OF WORK

4.1. General Specifications

- 4.1.1. The Sheriff's Department Material Management Unit shall provide the following information with all DOs submitted to Contractors:
- 4.1.2. Contractor must provide to the Pima County Sheriff's Department ("PCSD") with discounts on other items they offer for sale to County.
- 4.1.3. All 5.11 uniforms with embroidery of Department Badge (Star) Logo must be completed by 5.11 before the uniform is shipped to Contractor.
- 4.1.4. All embroidery for lettering must be approved by PCSD prior to any order being completed by Contractor.

4.1.5. Contractor must maintain at a minimum the specified inventory levels for the following items.

Table 4.1.5

Description	Style Nos.	Minimum Inventory Level
5.11 Stryke® Regular Fit Cargo Pant TDU Green / Various Sizes	74369-190 64386-190	50
5.11 Stryke® PDU® Twill Rapid Long Sleeve Silver Tan / Various Sizes	72547-160 71406-160	50
5.11 Flex-Tax® TDU® Ripstop Long Sleeve Khaki / Various Sizes	72250-162 62081-162	50

4.2. Item Specifications

4.2.1. Class A (Shirts) Uniform Standards

Must be Silver Tan in color with long or short sleeves, from the listed options below:

- Flying Cross Deluxe Tropical Shirts, 65% polyester & 35% rayon.
 - 19W66 04 Men’s Long Sleeve Shirt
 - 103W66 04 Women’s Long Sleeve Shirt
 - 69R66 04 Men’s Short Sleeve Shirt
 - 153R66 04 Women’s Short Sleeve Shirt

Required accessories for approved shirts include:

- Department shoulder patch sewn on each sleeve one-quarter inch below and next to the sleeve head seams.
- Brass nameplate that is approximately two and one-half inches by one-half inch with black engraved No. 6 ratio lettering. Engraving shall consist only of the members’ first & middle initials followed by their last name.
- Appropriate rank insignias.
- Badge.
- Gold or gold & black metal pens or pencils shall be worn in the pocket of the Class A uniform only.
- Longevity bar mark insignias, centered one inch above the top of the left cuff on the long sleeve shirt.

4.2.2. Class B (Trousers) Uniform Standards

Must be Forest Green in color with a one inch black stripe sewn over each of the outside leg seams beginning at the bottom of the belt loop and ending at the bottom of the trouser leg, from the listed options below:

- Flying Cross Legend LASD Pants, 55% polyester & 45% wool.
 - 32218A 05 Men’s LASD Pant
 - 32218W 05 Women’s LASD Pant

4.2.3. Class C (Utility) Uniform Standards

The utility uniform consists of a two piece BDU style pant and shirt (long sleeve or short sleeve), from the listed options below:

- 5.11® Tactical “Flex-Tax® TDU®” shirt, 78% polyester & 22% cotton.
 - 72250-162 Khaki Men’s Ripstop Long Sleeve Shirt
 - 62081-162 Khaki Women’s Ripstop Long Sleeve Shirt
 - 71095-162 Khaki Men’s Ripstop Short Sleeve Shirt
 - 61041-162 Khaki Women’s Ripstop Short Sleeve Shirt

- 5.11 Stryke® PDU® Twill Rapid Shirts, 100% polyester.
 - 72547-160 Silver Tan Twill Rapid Long Sleeve Shirt
 - 71406-160 Silver Tan Twill Rapid Short Sleeve Shirt
- First Tactical™ “V2 Pro Performance” shirt, 65% polyester & 35% cotton.
 - 111015 Khaki Men’s Long Sleeve Shirt (Regular or Tall)
 - 121015 Khaki Women’s Long Sleeve Shirt (Regular or Tall)
 - 112012 Khaki Men’s Short Sleeve Shirt (Regular or Tall)
 - 122012 Khaki Women’s Short Sleeve Shirt (Regular or Tall)
- 5.11 Stryke® Pants, 65% polyester & 35% cotton.
 - 74369-190 TDU Green Men’s Regular Fit Cargo Pant
 - 64386-190 TDU Green Women’s Pant

Utility Uniform insignia and epaulets requirements include:

- Longevity insignias shall not be worn on the utility uniform.
- Shoulder epaulets shall not be worn on the utility uniform.
- Specialized unit insignia (embroidered or pin-on) shall not be worn on the utility uniform.

This contract contains some **“no substitute”** items. Contractor must provide items that conform to the specifications and requirements herein for any item designated as **Brand Name Only** by the contract, with the listed manufacturer, style, and part number. Substitution of any **“no substitute”** item for an equivalent item is not permitted, and County will not allow any deviations.

All items must be current production models featuring the latest design and technology, new and unused unless otherwise specified.

Contractor must provide documentation, including but not limited to the following: manufacturer’s warranty; cautionary and informational warnings; recommended maintenance schedules and procedures; recommended spare parts lists; operating, technical, and maintenance manuals, including drawings, if applicable; product brochures; and safety data sheets (SDS).

All requested documentation must be submitted promptly upon County’s request at no additional cost.

Equivalent items may be considered, except for **“no substitute”** items, if Contractor provides sufficient documentation demonstrating that the substituted items meet or exceed specifications, performance, and functionality of the referenced models. It is Contractor’s responsibility to clearly demonstrate that the substituted item is equal in all material respects.

4.3. PCSD Uniform Voucher Program

Every other year on the anniversary date of hire, each Commissioned and Correction department members shall receive a voucher (**Exhibit A: Example Voucher**) for (a) two (2) uniform shirts or approved polo shirts in any combination of Class A, B, or C; AND (b) two (2) uniform pants in any combination of Class A, B, or C; AND (c) a \$100 allowance toward authorized boots or authorized jacket. Forensic Technician members shall receive (a) two (2) authorized shirts or polo shirts; AND (b) two (2) authorized pants.

- Vertex coldblack® Polo, 100% polyester
 - VTX4000P-TN Tan Men’s Short Sleeve Polo
 - VTX4010P-TN Tan Women’s Short Sleeve Polo
 - VTX4020P-TN Tan Men’s Long Sleeve Polo
 - VTX4030P-TN Tan Women’s Long Sleeve Polo

- Flying Cross™ “Command” trouser, 100% polyester
 - 3900-10 Black Men’s Pant
 - 3900W-10 Black Women’s Pant
- Boot style must be suede, desert tan color. Embroidery and alterations shall be included with the voucher.
- 5.11 Tactical Jackets. Embroidery and alterations shall be included with the voucher.
 - 48096-019 Black Double Duty Jacket™ (patrol)
 - 48016-019 Black Response Jacket™ (patrol)
 - 48373-019 Black Chameleon Softshell Jacket™ 2.0 (plain clothes)
- 5.11 Tactical Straight Fit Edge Chino 2.0 Pants, 68% polyester & 32% cotton.
 - 74549-019 Black Straight Fit Edge Chino 2.0
 - 74549-070 Stone Straight Fit Edge Chino 2.0

Contractor must submit at the end of the month all completed vouchers for payment by County. PCSD shall pay all submitted vouchers.

5. SUSTAINABILITY

In accordance with Board of Supervisors Resolution 2007-84, Pima County values and highly encourages contractors to utilize sustainable practices. Please **CHECK** any of the following that your business incorporates:

- Waste prevention/reduction or material recycling/reuse.
- Alternative energy/fuels (such as solar/wind energy; biodiesel; alternative fuels; hybrid vehicles) in your program’s preparation, transportation, and demonstration.
- Environmentally preferable materials (such as recycled materials; locally produced/manufactured products).
- Sustainable practices that lessen impact on non-renewable resources and global climate change (such as reduction in water/energy/paper use; minimization of hazardous materials; use of compressed/flexible work schedules).
- Other practices which coincide with County’s definition of sustainable practices (such as alternative modes of transportation; transportation minimization; life-cycle costs; product/packaging “take back” practices; preference to firms located with Pima County).

6. OFFER ACCEPTANCE & ORDER RELEASES

County will accept offer and execute this contract by issuing an SC (recurring requirements) to be effective on the document’s date of issue without further action by either party. The SC will include the term of the contract.

Pursuant to the executed SC, County departments requiring the goods or services described herein will issue a DO to the Contractor. County will furnish the DO to Contractor via facsimile, e-mail or telephone. **If County gives the order verbally, the County Department issuing the order will transmit a confirming order document to Contractor within five (5) workdays of the date it gives the verbal order.**

Contractor must not supply materials or services that are not specified on the SC and are not documented or authorized by a DO at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County DO.

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract amendment that County has properly executed and issued. Any items Contractor provides in excess of those stated in the contract are at Contractor’s own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to County’s Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

7. ACCEPTANCE OF GOODS & SERVICES

The County Department designated on the issued order DO will accept goods and services only in accordance with this contract. Such acceptance is a prerequisite to the commencement of payment terms.

8. COMPENSATION & PAYMENT

The SC will establish the contractual unit pricing and Not-to-Exceed Amount ("NTE Amount"). The NTE Amount represents the funding appropriated by County for this contract, and neither the NTE Amount nor unit pricing can be altered without amendment. **Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.**

8.1. Unit Prices (Net 30-day Payment Terms)

Contractor's unit prices must include all incidentals and associated costs required to comply with and satisfy all requirements of this contract, which includes the Offer Agreement and the Standard Terms and Conditions. County will make no payments for items not in the contract and Contractor will not invoice them.

Quantities in this solicitation are estimates only. County may increase or decrease quantities and amounts. County makes no guarantee regarding actual orders for items or quantities during the term of the contract. County is not responsible for Contractor inventory or order commitment.

Unless the parties otherwise agree in writing, all pricing will be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination"). Contractor will deliver and unload products or services at the destination(s) that the delivery article of this contract or accepted Order indicates. The offered Unit Price must include all freight costs.

Although an order may not fully include State and City sales tax, County will pay such taxes as are **DIRECTLY** applicable to County and Contractor invoices such taxes as a separate line item. Contractor must not include such taxes in the item unit price.

8.2. Price Warranty and Trade-In Allowance

Contractor will give County the benefit of any price reduction before actual time of shipment. Parties may negotiate a fair and equitable trade-in allowance value for County surplus property to be applied through either a discounted purchase price or account credit. The trade-in value must be stated on a written price quote prior to County making a purchase, or on a credit memo invoice for a prior purchase. Trade-In property will be itemized on the quote or invoice by description, model/part number, quantity and guaranteed trade-in value. County will coordinate and document the delivery of surplus trade-in property to Contractor. Award of contract constitutes disposition authority to trade-in surplus property pursuant to Board of Supervisors' Policy D.29.11, Surplus Personal Property.

8.3. Price Escalation

All unit prices shall consider/provide for current economic and market conditions and include compensation for Contractor to implement and actively conduct cost and price control. No additional compensation shall be paid to Contractor to reimburse efforts to implement and conduct cost and price controls. **Prices shall remain fixed for the initial contract term, after which Contractor may submit no more than one (1) written Price Escalation Request ("PER") per term.** The PER must be submitted not later than 90 days prior to the contract renewal date and must clearly demonstrate justification for the increase in price, such as continued and significant changes in economic and/or market conditions justifying any requested price escalation. The PER must reference/cite any source materials used to form the basis of the proposed justification but must not include historical information prior to the initial contract term. County will research Bureau of Labor Statistics (BLS) Producer Price Index (PPI) and/or other related indicators or sources and conduct an analysis to determine 1) if the submitted justification and evidence are sufficient, 2) the requested price escalation is fair and reasonable, and 3) if approving the PER is in the County's best interest. County reserves the right to negotiate, accept or reject the PER, or terminate and re-solicit the contract.

8.4. Living Wage

All pricing will conform to Pima County's Living Wage Ordinance 2002-1 if applicable, including required annual adjustments of the wage.

8.5. Additional Items and/or Services

This following section is for items that Contractor did not list or price above but are within the scope of this contract. Contractor may provide these items under this contract. Contractor will submit Master Price List (MPL) documents, compact disc (CD) or USB flash drive and file names or identify website address, identifying all other items offered pursuant to this contract. The MPL or website address specifically designed for County must include the supplier's/manufacturer's or retail price list and the discount percentage off utilized to get to include Discounted Unit Price being offered to County i.e. Manufacturer's List Price – (List price x Discount %) = Discounted Unit Price. The resulting Unit Prices must be of similar discount off List Prices for those items specifically included above. Item Unit Prices above will govern in case of conflict with the Master Price List.

List MPL Document by Title, MPL Media & Filenames or MPL Internet Address and Title(s)	Qty of Pages	Dated	Percentage Discount (Mfr. List Price – (List price x Discount %) = Discounted Unit Price
S.II TACTICAL	46	7.10.25	20%
FIRST TACTICAL	13	1.1.26	15%
FLYING CROSS	16	3.1.26	30%

The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract that does not have previously listed unit pricing.

8.6. Standard Payment Term

Net 30, effective from the date of valid invoice document and does not commence until the later of 1) the receiving County Department receives goods or services into County's payment system or 2) County Financial Operations receives and verifies Contractor's invoice.

8.7. Optional Early Payment Discount Term

Pima County Administrative Procedure No. 22-35 Section 2.2.4 describes County's practice regarding discounts for early payment. Contractor offers the following discounts to those prices to be used for all orders issued pursuant to this contract. County will utilize the existing payment code that best matches that offered and does not exceed the offered discount percentage. Payment days cannot be less than ten (10) calendar days. Contractor will submit valid invoice document consistent with the associated DO to County's Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due. If desired, for any order issued pursuant with this contract, Contractor may offer early payment discounts that exceed this Early Payment Discount.

Optional Early Payment Discount: 0 % if payment tendered within 30 Days as indicated above.

8.8. Invoicing

Contractor will submit Request(s) for Payment or Invoices to the location and entity identified by County's DO document.

All Invoice documents will reference County's DO number under which the services or products were ordered. Contractor must utilize the item description, precise unit price, **AND** unit of measure included in County's order document for **ALL** Invoice line items. County may return invoices that include line items or unit prices that do not match those documented by County's order to Contractor unprocessed for correction.

Contractor will provide detailed documentation in support of payment requests, which should be consistent with and not exceed County's DO document. Contractor will bill County within one (1) month after the date on which Contractor's right to payment accrues ("Payment Accrual Date"), which, unless this contract specifically provides otherwise, is the date Contractor delivers goods, performs services or incurs costs. Invoices must assign each billed amount to an appropriate line item of County's order and document each Payment Accrual Date. County may refuse to pay any amount that Contractor bills in which does not conform to County's DO document. County will refuse to pay any amount that Contractor bills more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

9. SUPPLIER RECORD MAINTENANCE**9.1. Pima County Supplier Record**

Contractor must establish and maintain a complete Pima County Supplier record, which includes the provision of a properly completed and executed "Request for Taxpayer Identification Number and Certification" document (Form W-9). The record must be registered with a valid and monitored email address for Contractor. In the event of any change that renders the information on that record inaccurate Contractor must update the record within ten (10) calendar days of the change and prior to the submission of any invoice or request for payment. Contractor must register through vendors@pima.gov.

9.2. BidNet Vendor Record

Contractor must establish and maintain an active BidNet Vendor record, The record must be registered with a valid and monitored email address for Contractor. Use of BidNet by Contractor may be governed by terms and conditions as determined by BidNet, and County is not a party to any agreement formed by Contractor's use of the BidNet platform.

10. DELIVERY

"On-Time" delivery is an essential part of the consideration that Contractor is to provide to County under the contract. Contractor will make delivery in accordance with the Standard Terms and Conditions and to the location listed below.

Delivery Address:

Pima County Sheriff's Department
Material Management Section
1505 E Apache Park Place
Tucson, AZ 85714

Contractor guarantees delivery of product or service in less than 14 calendar days after issue date of order, unless both parties mutually agree upon a different time frame in writing within two (2) days after receipt of the DO. If necessary to satisfy the guaranteed delivery time, Contractor will utilize premium freight method at no additional cost to County.

11. TAXES, FEES, EXPENSES

Pursuant to IRS Publication 510, County is exempt from federal excise taxes for goods. County is subject to State and City sales tax. County will pay no separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation unless the contract expressly includes such charges and the solicitation documents itemize them.

12. OTHER DOCUMENTS

Contractor and County are entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. IFB-2500016699 including the IFB, Offer Agreement, Standard Terms and Conditions, Solicitation Amendments, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and any other information and documents that Contractor has submitted in its response to County's Solicitation. The Contract incorporates these documents as though set forth in full herein, to the extent not inconsistent with the provisions of this contract.

13. INSURANCE

The Insurance Requirements herein are minimum requirements for this contract and in no way limit the indemnity covenants contained in this contract. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A- VII, unless otherwise approved by County. County in no way warrants that the minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

13.1. Minimum Scope and Limits of Insurance

Contractor will procure and maintain at its own expense, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. County in no way warrants that the minimum insurance limits contained herein are sufficient to protect Contractor from liabilities that arise out of the performance of the work under this contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy County's Insurance Requirements.

13.1.1. Commercial General Liability (CGL)

Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

13.1.2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, leased, hired, and/or non-owned automobiles assigned to or used in the performance of this contract with a Combined Single Limit (CSL) of \$1,000,000 Each Accident.

13.1.3. Workers' Compensation (WC) and Employers' Liability

Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employers' Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each person - disease.

13.2. Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this contract, the following provisions:

13.2.1. Claims-Made Insurance Coverage

If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this contract, and Contractor must maintain such coverage for a period of not less than three (3) years following contract expiration, termination or cancellation.

13.2.2. Additional Insured Endorsement

The General Liability and Business Automobile Liability policies must each be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to vicarious liability arising out of the activities performed by or on behalf of the Contractor. The full policy limits and scope of protection must apply to County and its Agents as an additional insured, even if they exceed the Insurance Requirements.

13.2.3. Subrogation Endorsement

The General Liability, Business Automobile Liability, and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

13.2.4. Primary Insurance Endorsement

Contractor's policies shall stipulate that the insurance afforded Contractor shall be primary and that any insurance carried by County, its agents, officials, or employees shall be excess and not contributory insurance. The Required Insurance policies may not obligate County to pay any portion of Contractor's deductible or Self Insurance Retention (SIR).

13.2.5. Insurance provided by Contractor shall not limit Contractor's liability assumed under the indemnification provisions of this Contract.

13.2.6. Subcontractors

Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

13.3. Notice of Cancellation

Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Notice must be mailed, emailed, hand-delivered or sent via facsimile transmission to County's Contracting Representative, and must include the project or contract number and project description.

13.4. Verification of Coverage

Contractor shall furnish County with certificates of insurance (valid ACORD form or equivalent approved by County) as required by this contract. An authorized representative of the insurer shall sign the certificates. Each certificate must include:

- County’s tracking number for this contract, which is shown on the first page of the contract, and a project description, in the body of the Certificate;
- A notation of policy deductibles or SIRs relating to the specific policy; and
- Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for County and its Agents. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.

13.4.1. All certificates and endorsements, as required by this contract, are to be received and approved by County before, and be in effect not less than 15 days prior to, commencement of work. A renewal certificate must be provided to County not less than 15 days prior to the policy's expiration date to include actual copies of the additional insured and waiver of subrogation endorsements. Failure to maintain the insurance coverages or policies as required by this contract, or to provide evidence of renewal, is a material breach of contract.

13.4.2. All certificates required by this contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include County’s project or contract number and project description on the certificate. County may require complete copies of all insurance policies required by this contract at any time.

13.5. Approval and Modifications

County’s Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal contract amendment, but the approval must be in writing. County’s failure to obtain a required insurance certificate or endorsement, County’s failure to object to a non-complying insurance certificate or endorsement, or County’s receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), do not constitute a waiver of any of the Insurance Requirements.

14. RESERVED

15. ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS

Contractor must acknowledge in the table below to have read all published solicitation amendments and must ensure they are submitting all amended pages of the solicitation (if any) with their response:

Amendment #	Date	Amendment #	Date	Amendment #	Date
1	3.16.26	3	3.26.26		
2	3.17.26				

16. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION

Is your firm SBE certified as defined by the solicitation’s Instructions to Offerors Section 7.1? Yes No

(select one)

If Yes, have you included your certification document? Yes No
(select one)

NOTE: If you do not submit the SBE Certification document with your bid, County will not apply the SBE Preference.

17. BID/OFFER CERTIFICATION

CONTRACTOR LEGAL NAME: FX TACTICAL LLC

DOING BUSINESS AS (DBA): _____

MAILING ADDRESS: 8948 W. CACTUS RD

CITY/STATE/ZIP: PEORIA AZ 85381

REMIT TO ADDRESS: 8948 W. CACTUS RD

CITY/STATE/ZIP: PEORIA, AZ 85381

CONTACT PERSON NAME/TITLE: JEFF GREGORY Gen. MANAGER

PHONE: 623-877-1257 FAX: 623-877-1229

CONTACT PERSON EMAIL ADDRESS: JGREGORY@FX-TACTICAL.COM

EMAIL ADDRESS FOR ORDERS & CONTRACTS: JGREGORY@FX-TACTICAL.COM

CORPORATE HEADQUARTERS ADDRESS: 8948 W. CACTUS RD, PEORIA AZ 85381

WEBSITE: WWW.FXTACTICAL.COM

By signing and submitting the Offer Agreement, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the County's Procurement website for solicitation amendments and has incorporated all such amendments to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the contract. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the contract; no additional payment will be made. County may deem conditional offers that modify the solicitation requirements not 'responsive' and County may not evaluate them. Contractor's submission of a signed Offer Agreement will constitute a firm offer and upon the issuance of an SC document issued by County's Procurement Director or authorized designee will form a binding contract that will require Contractor to provide the goods or services and materials described in this contract. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, and specifications in this Offer Agreement.

SIGNATURE: [Signature] DATE: 4.1.2026

JEFF GREGORY Gen. MANAGER
PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND EMAIL: 602-768-2818 JGREGORY@FX-TACTICAL.COM

This Offer Agreement has been approved "As to Form" by the Pima County Attorney's Office.

PIMA COUNTY STANDARD TERMS AND CONDITIONS**1. WARRANTY**

Contractor warrants goods or services to be satisfactory and free from defects. Contractor also warrants that all products and services provided under this contract are non-infringing.

2. PACKING

Contractor will make no extra charges for packaging or packing material. Contractor is responsible for safe packaging conforming to carrier's requirements.

3. DELIVERY

On-time delivery of goods and services is an essential part of the consideration that County will receive.

Contractor must provide a guaranteed delivery date, or interval period from order release date to delivery if the Price proposal document requires it. Upon receipt of notification of delivery delay, County may cancel the order or extend delivery times at no cost to County. Any extension of delivery times will not be valid unless an authorized representative of County extends it to Contractor in writing.

To mitigate or prevent damages from delayed delivery, County may require Contractor to deliver additional quantity utilizing express modes of transport, or overtime, all costs to be Contractor's responsibility. County may cancel any delinquent order, procure from an alternate source, or refuse receipt of or return delayed deliveries at no cost to County. County may cancel any order or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery. Contractor is not responsible for unforeseen delivery delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provides County immediate notice of delay.

4. SPECIFICATION CHANGES

County may make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, County will make an acceptable adjustment and will modify the order in writing. No verbal agreement for adjustment is acceptable.

Nothing in this clause reduces Contractor's responsibility to proceed without delay in the delivery or performance of an order.

5. INSPECTION

County may inspect or test all goods and services at place of manufacture, destination, or both. Contractor will hold goods failing to meet specifications of the order or contract at Contractor's risk and County may return such goods to Contractor and Contractor will be responsible for costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses. In lieu of return of nonconforming supplies, County may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but any waiver of any condition will not apply to subsequent shipments or deliveries.

6. ACCEPTANCE OF MATERIALS AND SERVICES

County will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that the delivery meets all specification requirements.

7. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT

If Contractor furnishes items that do not conform to the contract requirements, or to the sample that Contractor submitted, County may reject the items. Contractor must then reclaim and remove the items, without expense to County. Contractor must also immediately replace all rejected items with conforming items. Should Contractor fail, neglect, or refuse immediately to do so, County may purchase in the open market a corresponding quantity of any such items and deduct from any monies due or that may become due to Contractor the difference between the price named in the SC or PO and the actual cost to County.

If Contractor fails to make prompt delivery of any item, County may purchase the item in the open market and invoke the reimbursement condition above apply, except when delivery is delayed by fire, strike, freight embargo, or acts of God or of the government. If County cancels an SC, PO or associated order, either in whole or in part, by reason of the default or breach by Contractor, Contractor will pay for any loss or damage sustained by County in procuring any items which Contractor was obligated to supply. These remedies are not exclusive and are in addition to any other rights and remedies provided by law or under the contract.

8. FRAUD AND COLLUSION

Contractor certifies that no officer or employee of County or of any subdivision thereof has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor. Contractor also certifies that it is not aware of any County employee 1) favoring one Contractor over another by giving or withholding information or by willfully misleading a Offeror in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 2) knowingly accepting materials or supplies of a quality inferior to those called for by any contract; or 4) directly or indirectly having a financial interest in the proposal or resulting contract. Additionally, during the conduct of business with County, Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If County finds at any time that Contractor has in presenting any proposal(s) colluded with any other party or parties for the purpose of preventing any other proposal being made, then County will terminate any contract so awarded and that person or entity will be liable for all damages that County sustains.

9. COOPERATIVE USE OF RESULTING CONTRACT

As allowed by law, County has entered into cooperative procurement agreements that enable other public agencies to utilize County's contracts. Those public agencies may contact Contractor with requests to provide services and products pursuant to the pricing, terms and conditions in the SC, or PO. A public agency and Contractor may make minor adjustments by written agreement to the contract to accommodate additional cost or other factors not present in the contract and required to satisfy particular public agency code or functional requirements and within the intended scope of the solicitation and resulting contract. The parties to the cooperative procurement will negotiate and transact any such usage in accordance with procurement rules, regulations and requirements. Contractor will hold harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with any cooperative agreement with another public agency. Contractor may view a list of agencies that are authorized to use County contracts at the Procurement Department Internet home page: <http://www.pima.gov/procure>, under the Vendor Information tab, by selecting the link titled County Cooperative Agreements – Authorized Agencies.

10. INTELLECTUAL PROPERTY INDEMNITY

Contractor will indemnify, defend and hold County, its officers, agents, and employees harmless from liability of any kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract and any SC, PO, and associated orders. County may require Contractor to furnish a bond or other indemnification to County against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

11. INDEMNIFICATION

Contractor will indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs, including attorney's fees arising out of any act, omission, fault or negligence by Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the contract and any SC, PO or associated orders. Contractor will indemnify, defend and hold County harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

12. UNFAIR COMPETITION AND OTHER LAWS

Responses must comply with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable County, State, and Federal laws and regulations.

13. COMPLIANCE WITH LAWS

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services that Contractor provides under this contract require a license issued by the Arizona Registrar of Contractors ("ROC"), Contractor certifies that a Contractor licensed by ROC to perform those services in Arizona will provide such services. The laws and regulations of the State of Arizona govern the interpretation and construction of this contract, and the rights, performance and disputes of and between the parties. Any action relating to this Contract must be filed and maintained in a court of the State of Arizona in Pima County.

14. ASSIGNMENT

Contractor may not assign its rights to the contract, in whole or in part, without prior written approval of County. County may withhold approval at its sole discretion, provided that County will not unreasonably withhold such approval.

15. CANCELLATION FOR CONFLICT OF INTEREST

This contract is subject to cancellation pursuant to A.R.S. §§ 38-506 and 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

16. NON-DISCRIMINATION

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein including flow down of all provisions and requirements to any subcontractors. During the performance of this contract, Contractor must 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.

17. NON-APPROPRIATION OF FUNDS

County may cancel this contract if for any reason County's Board of Supervisors does not appropriate funds for the stated purpose of maintaining the contract. In the event of such cancellation, County has no further obligation, other than payment for services or goods that County has already received.

18. PUBLIC RECORDS

Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

Contractor agrees to waive confidentiality of any price terms.

19. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT

Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products supplied to County are included in the agreed upon Unit Price unless the contract specifically states otherwise. Such tools and documentation are the property of County and will be marked, as is practical, as the "Property of Pima County" and County so requests, Contractor will deliver a copy of the tooling and documentation to County within twenty (20) days of acceptance by County of the first article sample, or not later than ten (10) days of termination of the contract associated with their development, without additional cost to County. Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as reasonably requested by County at no additional cost. Should exceptional circumstances be present that may justify an additional charge, Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and County, but Contractor may not withhold any requested tooling, document or support as described above that would delay the orderly, efficient and prompt transition of work. Should conduct by Contractor result in additional costs to County, Contractor will reimburse County for said actual and incremental costs provided that County has given Contractor reasonable time to respond to County's requests for support.

20. AMERICANS WITH DISABILITIES ACT

Contractor will comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

21. NON-EXCLUSIVE AGREEMENT

Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County may obtain like services from other sources for any reason.

22. TERMINATION

County may terminate any contract and any SC, PO, DO or issued NORFA, in whole or in part, at any time for any reason or no reason, without penalty or recourse, when in the best interests of County. Upon receipt of written notice, Contractor will immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination, and take appropriate actions to minimize further costs to County. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract become the property of County and Contractor must promptly deliver them to County. Contractor is entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted by County before the effective date of the termination.

23. ORDER OF PRECEDENCE – CONFLICTING DOCUMENTS

In the event of inconsistencies between contract documents, the following is the order of precedence, superior to subordinate, that will apply to resolve the inconsistency: SC or PO; DO; Offer Agreement; these standard terms and conditions; any Contractor terms (Terms of Sale; End User Licenses Agreement; Service Agreement; etc.) attached to an SC, PO, or DO, if applicable; any other solicitation documents.

24. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Contractor and Contractor officer's, agents or employees are not considered employees of County and are not entitled to receive any employment-related fringe benefits under County's Merit System. Contractor is responsible for paying all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes.

25. BOOK AND RECORDS

Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this contract at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

26. COUNTERPARTS

The parties may execute the SC or PO that County awards pursuant to this solicitation in any number of counterparts, and each counterpart is considered an original, and together such counterparts constitute one and the same instrument. For the purposes of the SC and PO, the signed offer of Contractor and the system-generated SC or other agreement document signed by County are each an original and together constitute a binding SC, if all other requirements for execution are present.

27. AUTHORITY TO CONTRACT

Contractor warrants its right and power to enter into the SC or PO. If any court or administrative agency determines that County does not have authority to enter into the SC or PO, County is not liable to Contractor or any third party by reason of such determination or by reason of the SC or PO.

28. FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the contract and any SC, PO, or DO to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

29. SUBCONTRACTORS

Contractor is fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts Contractor may be liable to the same extent that Contractor is responsible for the acts and omissions of persons that it directly employs. Nothing in this contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

30. SEVERABILITY

Each provision of this contract stands alone, and any provision of this contract that a court finds to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this contract.

31. LEGAL ARIZONA WORKERS ACT COMPLIANCE

For the procurement of services in the State of Arizona, Contractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. §§ 41-4401 and 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Section is the responsibility of Contractor. In the event that remedial action under this Section results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay will be excusable delay for which Contractor is entitled to an extension of time, but not costs.

32. CONTROL OF DATA PROVIDED BY COUNTY

For those projects and contracts where County has provided data to enable the Contractor to provide contracted services or products, unless County otherwise specifies and agrees in writing, Contractor will treat, control and limit access to said information as confidential and will under no circumstances release any data provided by County during the term of this contract and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and Contractor is further prohibited from selling such data directly or through a third party. Upon termination or completion of the contract, Contractor will either return all such data to County or will destroy such data and confirm destruction in writing in a timely manner not to exceed sixty (60) calendar days.

33. ISRAEL BOYCOTT CERTIFICATION

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has ten (10) or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract 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.

34. FORCED LABOR OF ETHNIC UYGHURS

Pursuant to A.R.S. § 35-394 if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) 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. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

35. HEAT INJURY AND ILLNESS PREVENTION AND SAFETY PLAN

Pursuant to Pima County Procurement Code 11.40.030, Contractor hereby warrants that if Contractor's employees perform work in an outdoor environment under this Contract, Contractor will keep on file a written Heat Injury and Illness Prevention and Safety Plan. At County's request, Contractor will provide a copy of this plan and documentation of heat safety and mitigation efforts implemented by Contractor to prevent heat-related illnesses and injuries in the workplace. Contractor will post a copy of the Heat Injury and Illness Prevention and Safety Plan where it is accessible to employees. Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract complies with this provision.

36. ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS