

# COB - BOSAIR FORM

04/17/2026 7:54 AM (MST)

Submitted by Mark.Koskiniemi@pima.gov



## 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 Multiple Supplier contracts, see attachment.

**Award Type:** Award

**BOSAIR Activity:** Board Meeting Request

**Requested Board Meeting Date:** 05/12/2026

**Supplier / Customer / Grantor / Subrecipient:**  
Group A: Point Blank Armor and Accessories  
Diamondback Police Supply Co, Inc (Headquarters: Tucson, AZ)  
  
Group B: Tyr Tactical Armor and Accessories  
TYR Tactical LLC (Headquarters: Peoria, AZ)

**Project Title / Description:** Body Armor and Outer Carriers

**Purpose:** Award: Multiple Supplier Contracts – see attachment. These Supplier Contracts are for an initial term of one (1) year in the annual award amounts shown in the attached table and include 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-2500028146 was conducted. Four (4) responses were received. One (1) response was deemed non-responsive. Award is to the lowest, responsive and responsible bidders.

RQID: 2500028146

Attachments: Notice of Recommendation for Award, and Supplier Contracts

**Program Goals/Predicted Outcomes:** Pima County Sheriff's Department (PCSD) deputies, detectives and corrections officers will have reliable protective vests designed to deflect slashing, bludgeoning and ballistic attacks that are encountered during the performance of their duties.

**Public Benefit and Impact:** The public benefits from ballistic vests because deputies are trained to put their bodies between suspects and innocents/victims to prevent the innocents/victims from being harmed. This tactic is used because we are wearing body armor that can stop a bullet and the public is not. It is also for the safety of deputies and corrections officers. The more likely we are to be protected from stabbings and shootings, means the more capable we are to protect the public.

To: COB 4-27-26 (1)  
Vers: 0  
Pgs: 40

**Strategic Plan Pillar** • Public Service

<b>Support of Prosperity Initiative:</b>	• C-S-3. Prevent and Reduce Crime
<b>Provide information that explains how this activity supports the selected Prosperity Initiatives</b>	PCSD deputies, detectives and corrections officers will maintain the ability to protect and serve the community.
<b>Metrics Available to Measure Performance:</b>	Body armor, outer carriers and all other items are fitted and delivered in a timely manner.
<b>Retroactive:</b>	<b>NO</b>

**Contract / Award Information**

Record Number: SC PO Multiple Supplier contracts, see attachment.

<b>Document Type:</b>	SC
<b>Department Code:</b>	PO
<b>Contract Number:</b>	Multiple Supplier contracts, see attachment.
<b>Commencement Date:</b>	05/12/2026
<b>Termination Date:</b>	05/11/2027
<b>Supplier / Subrecipient Headquarters Location</b>	Diamondback Police Supply Co, Inc (Headquarters: Tucson, AZ) TYR Tactical LLC (Headquarters: Peoria, AZ)
<b>Total Expense Amount:</b>	\$864,000.00
<b>Total Revenue Amount:</b>	\$0.00
<b>Funding Source Name(s) Required:</b>	20178FD OSR Sheriff Smart & Safe Prop 207 - 60% 10000FD General Fund - 40%
<b>Funding from General Fund?</b>	<b>YES</b>
<b>If Yes Provide Total General Funds:</b>	\$345,600.00
<b>Percent General Funds</b>	40
<b>Contract is fully or partially funded with Federal Funds?</b>	<b>NO</b>
<b>Contract is fully or partially funded with Non-Federal Grant Funds?</b>	<b>NO</b>

Were insurance or indemnity clauses modified?

NO

Vendor is using a Social Security Number?

NO

Department: Procurement

Name: Mark Koskiniemi

Telephone: 5207243760

Add Procurement Department Signatures

Yes

Add GMI Department Signatures

No

Division Manager/Procurement Officer Signature: Ana Wilber Digitally signed by Ana Wilber Date: 2026.04.22 11:30:00 -07'00' Date: \_\_\_\_\_

Procurement Director Signature: Bruce D Collins Digitally signed by Bruce D Collins Date: 2026.04.22 11:58:59 -07'00' Date: \_\_\_\_\_

Department Director Signature: Chris Nanos Digitally signed by Chris Nanos Date: 2026.04.24 09:14:31 -07'00' Date: \_\_\_\_\_

Deputy County Administrator Signature:  Date: \_\_\_\_\_

County Administrator Signature: \_\_\_\_\_ Date: 4/25/2026

Contract Award Table

Supplier Contract	Supplier Name	Contract Award Amount
SC260000068	TYR Tactical, LLC	\$421,000.00 including sales tax
SC260000069	Diamondback Police Supply Co	\$443,000.00 including sales tax



**NOTICE OF RECOMMENDATION FOR AWARD**

Date of Issue: April 23, 2026

The Procurement Department hereby issues formal notice to respondents to Solicitation No. IFB-2500028146 for Body Armor and Outer Carriers that the following listed respondents will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors on or after May 12, 2026.

Award is recommended to the lowest, responsive and responsible Bidders.

<u>AWARDEE NAME(S)</u>	<u>BID AMOUNT</u>	<u>ANNUAL AWARD AMOUNT</u>
Group A: Point Blank Armor and Accessories Diamondback Police Supply	\$402,605.65	\$443,000.00 (including sales tax)
Group B: TYR Tactical Armor and Accessories TYR Tactical, LLC	\$383,175.04	\$421,000.00 (including sales tax)

<u>OTHER RESPONDENT NAMES</u>	<u>BID AMOUNT</u>
FX Tactical	\$443,558.00
CivicBridges	*Non-responsive

\*Did not bid all items in Group A

Issued by: Mark Koskiniemi, Procurement Officer

Telephone Number: 520-724-3760

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 e-mail at [SBE@pima.gov](mailto:SBE@pima.gov).



Contract Number	SC2600000069
Contract Start Date	05-12-2026
Contract End Date	05-11-2027
Payment Type	Warrant/Check
Buyer	Mark Koskiniemi
Phone Number	+1 (520) 7243760
Email	mark.koskiniemi@pima.gov

<b>Supplier:</b>	<b>Contract Name:</b>
<b>DIAMONDBACK POLICE SUPPLY CO</b> 7030 E Broadway Blvd Tucson, AZ 85710	Body Armor and Outer Carriers

<b>Supplier Contact and Payment Terms:</b>  <b>Phone:</b> +1 (520) 8868314 <b>Email:</b> dmac@dbackpolice.com <b>Terms:</b> 2% 29, Net 30 <b>Days:</b> 29 0	<b>Shipping Method</b>	<b>Delivery Type</b>	<b>FOB</b>
	Vendor Method	Standard Ground	FOB Dest, Freight Prepaid
	<b>Currency</b>	<b>NTE Amount</b>	<b>Used Amount</b>
	USD	443,000.00	0.00

**Contract/Amendment Description:**

This Supplier Contract is for an initial term of one (1) year in the annual award amount of \$443,000.00 (including sales tax) and includes four (4) one-year renewal options. Administering Department: Sheriff's Department.

Attachment: Offer Agreement

<b>Catalog Items:</b>					
Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
1	Alpha Elite AXII Lvl 2 Bal Vest w/2 Vision Conceal Carriers	Each	907.18		VS5AX4CS0M
2	AXBIIIA Lvl 3a w/2 Vision carriers & a 5"x8" soft trma insrt	Each	1,076.38		
3	AXII Ballistic Panel Only	Each	691.23		
4	AXIIIA Lvl 3a w/2 Vision carriers & a 5"x8" soft trma insert	Each	1,025.89		
5	Double Handcuff Pouch	Each	14.68		PCHHC0AC0J
6	Double Pistol Magazine	Each	23.88		PCHMP0AC0J
7	Standard ODC External Carrier	Each	164.70		
8	ODC Endeavor External Carrier	Each	184.71		ODEM00BV0J

**This Supplier Contract 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 contract. All transactions and conduct are required to conform to these documents.**

**PIMA COUNTY**

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



**Supplier Contract**

Contract Number	SC2600000069
Contract Start Date	05-12-2026
Contract End Date	05-11-2027
Payment Type	Warrant/Check
Buyer	Mark Koskiniemi
Phone Number	+1 (520) 7243760
Email	mark.koskiniemi@pima.gov

**Catalog Items:**

Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
9	Paraclete TRIFECTA-X, 21"x36" Shield	Each	9,182.71		SH3PTFXMV1h5L0
10	S-PL2 Spike 2 Level 2 Spike Vest w/ one trauma insert	Each	575.33		SD6PS2CS0P
11	Single Radio Pouch	Each	23.19		PCHRD0AC0J
12	Single Rifle Magazine	Each	19.00		PCHMR0AC0J
13	Small Flashlight Pouch	Each	18.36		PCHFLAC0J
14	Small Utility Pouch	Each	45.92		PCHUP0AC0J

This Supplier Contract 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 contract. All transactions and conduct are required to conform to these documents.

## OFFER AGREEMENT

### 1. PURPOSE

This contract establishes a system-generated form Supplier Contract ("SC") for Contractor to provide Pima County ("County") with Body Armor and Outer Carriers on an "as required basis" by issue of Delivery Order ("DO").

The established SC will be issued to all Contractors awarded on this contract. County will order Good/Services from the Contractor on the contract offering best value to County. Should that Contractor be unable to provide the Good/Service at the time requested, County will then order the Good/Service from another Contractor available on the contract. The established SC will identify the Contractor to provide the required items as designated by the following groups:

Group A: Point Blank Armor and Accessories

Group B: Tyr Tactical Armor and Accessories

### 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:**

MINIMUM QUALIFICATIONS GROUP A – POINT BLANK ARMOR AND ACCESSORIES	CHECK <input checked="" type="checkbox"/> appropriate response certifying agreement with the requirement.
Contractor is an authorized distributor of Point Blank Body Armor products. (Include a copy of Point Blank distributorship letter.)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Contractor has a storefront location in metropolitan Tucson area.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
<b>STORE FRONT INFORMATION:</b>	
Name of Store	Diamondback Police Supply
Street Address	7030 E Broadway Tucson AZ 85710
Primary Contact for Fittings, Alterations (Name, Phone, Email)	Eddie Moreno LESALE5@dbackpolice.com 520 886 8338
Secondary Contact for Customer Services: Status of Order, invoicing issues (Name, Phone, Email)	Ben Anderson Ben@dbackpolice.com 520 886 8338
Website:	dbackshooting sports.com
Fitting, Alteration Days/Hours	m-F 10-6, Sat 9-5, Sun 10-3

MINIMUM QUALIFICATIONS GROUP B – TYR TACTICAL ARMOR AND ACCESSORIES	CHECK <input checked="" type="checkbox"/> appropriate response certifying agreement with the requirement.
Contractor is an authorized distributor of Tyr Tactical products. (Include a copy of Tyr Tactical distributorship letter.)	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Contractor has a factory location in Arizona.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Contractor is able travel to Tucson for fittings as needed.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

#### 4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE OF WORK

##### 4.1. General Specifications

Pima County ("County") requires Body Armor and Outer Carriers on an "as required basis". Goods and services will be provided to outfit appropriate personnel with Point Blank Armor and Accessories, and Tyr Tactical Armor and Accessories per specifications and requirements described herein.

##### Group A: Point Blank Armor and Accessories, General Specifications:

###### Body Armor:

Body Armor shall be new, clean and free of any defects.

All vests must be serialized, 100% inspected, and traceable. All procedures and quality data must be available to the Pima County Sheriff's Department for inspection upon request.

All vests shall be labeled in accordance with requirements of NIJ standard 0101.07, clearly identifying the manufacturer, threat level, model, size, lot and serial numbers, date of manufacturer, care instructions, certifications of compliance, and required warnings on vest limitations.

###### Warranty

Contractor must provide Original Equipment Manufacturer (OEM) warranty on all shipments of each certified model that is equal to the certification requirements of the National Institute of Justice (NIJ). Certified model will continue to perform at its established NIJ ballistic threat level at time of issue and throughout the five-year service life of the vest.

###### Fitting and Alterations Services

Contractor shall be able to fit on location during normal business hours, Monday – Friday, 9:00 am – 5:00 pm, with optional fittings available on Saturday.

Have private, secure area for Officers to be fitted.

All vests shall be custom fit to the individual wearer. Measurements shall be taken by the manufacturer or authorized, factory-trained representative, in accordance with Point Blank Enterprises' approved fitting procedures and authorized factory alterations.

Custom measured vests must be guaranteed to fit satisfactorily on delivery. Contractor must provide alterations or replacement free of charge if the vest does not fit properly.

Contractor shall be responsible for the measurements of all officers no matter the amount to be measured, as well as returns, alterations, and exchanges. All returns, alterations, and exchanges will be picked up and delivered to the Pima County sheriff's Department Material Management Unit for correction.

Contractor shall notify the Sheriff's Department within ten (10) days of any manufacturer changes, including modifications to existing styles, cuts, or similar product characteristics.

##### Group B: Tyr Tactical Armor and Accessories, General Specifications:

###### Body Armor:

Body Armor shall be new, clean and free of any defects.

All vests must be serialized, 100% inspected, and traceable. All procedures and quality data must be available to the Pima County Sheriff's Department for inspection upon request.

All vests shall be labeled in accordance with requirements of NIJ standard 0101.07, clearly identifying the manufacturer, threat level, model, size, lot and serial numbers, date of manufacturer, care instructions, certifications of compliance, and required warnings on vest limitations.

Warranty

Contractor must provide Original Equipment Manufacturer (OEM) warranty on all shipments of each certified model that is equal to the certification requirements of the National Institute of Justice (NIJ). Certified model will continue to perform at its established NIJ ballistic threat level at time of issue and throughout the five-year service life of the vest.

Fitting and Alterations Services

Contractor shall be able to respond within 3 weeks of requests

All vests shall be custom fit to the individual wearer. All measurements must be performed by an OEM/factory trained representative in accordance with Tyr Tactical authorized factory alterations.

Custom measured vests must be guaranteed to fit satisfactorily on delivery. Contractor must provide alterations or replacement free of charge if the vest does not fit properly.

Contractor shall be responsible for the measurements of all officers no matter the amount to be measured, as well as returns, alterations, and exchanges. All returns, alterations, and exchanges will be picked up and delivered to the Pima County sheriff's Department Material Management Unit for correction.

Contractor shall notify the Sheriff's Department within ten (10) days of any manufacturer changes, including modifications to existing styles, cuts, or similar product characteristics.

**4.2. Item Specifications**

This is a **"no substitute"** contract. Contractor must provide items that conform to the specifications and requirements herein. Substitution of any item for an equivalent item is not permitted, and County will not allow any deviations.

Group A: Point Blank Armor and Accessories, General Specifications:

Items #1, 2, 3 -

1	Point Blank Alpha Elite AXII Level 2 Ballistic Vest w/ 2 Vision Concealable Carriers (NS)
2	Point Blank AXIIIA level 3A w/ 2 Vision Concealable Carriers and (1) 5"x8" soft trauma insert (NS)
3	Point Blank AXBIIIA level 3A w/ 2 Vision Concealable Carriers and (1) 5"x8" soft trauma insert (NS)

Vests must be constructed of "Unidirectional Polyethylene based ballistic material.

Carrier has Self Suspending Ballistic System

Carrier has smart fabric technology

Carrier with Optional ThorShield electroshock properties

Durable Water Repellent microfiber outer shell

Removable 4" internal cummerbund

Top loading plate pockets in front and back

Optional mesh shirt tail or no tail

5"x8" soft trauma insert

Male and female vest options

Carrier must accommodate trauma plates ranging in size from 5"x7" to 8"x10"

Carrier must be guaranteed against defects in workmanship for 12 months from date of purchase

Carriers must have Self Suspending Ballistic Systems to keep ballistic panels in place and maximize the coverage area

Armor shall be NIJ-certified to Standard 0101.07 and meet all ballistic performance requirements for its designated NIJ threat level.

Vests must be concealable under a uniform shirt and must not bind or constrict user mobility

Black in color

Comes with two carriers and soft trauma insert

Item #7 -

7	Point Blank Outer Duty Carrier (ODC) Endeavor External Carrier #ODEM00BV0J (NS)
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Carrier must be 500 Denier Cordura

Option of MOLLE compatible webbing

Front / back ID panel areas

Front name and badge panel areas

Coyote in color

Group B: Tyr Tactical Armor and Accessories, General Specifications:

Items #15, 16, 17 -

15	PICO-DSX Assaulters Plate Carrier, TXP3A, Size, Ranger Green (NS)
16	PICO-MV6 Assaulters Plate Carrier, Female, TXP3A, Size, Ranger Green (NS)
17	PICO FF External Cumberbund, Non Cutaway, Plate Pocket w/ Quick Release, TXP3A, Size, Ranger Green (NS)

Vest carriers must be constructed of a Kevlar bonded to Cordura nylon fabric as an option.

Vest carriers must be modular with the ability to add hard armor plates

Vest carriers must have MOLLE compatible webbing

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 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.

**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.  $\text{Manufacturer's List Price} - (\text{List price} \times \text{Discount \%}) = \text{Discounted Unit Price}$ . 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

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: 2 % if payment tendered within 29 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](mailto: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(s) on the DO document.

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

Delivery Hours: Monday – Friday 8 a.m. – 4 p.m. excluding Pima County Holidays

Contractor guarantees delivery of product or service in less than six weeks from issue date of order. 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-2500028146 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.

Sole Proprietor: The Workers' Compensation requirement shall not apply to a Contractor that is exempt under A.R.S. § 23-901, and when such Contractor executes the appropriate "Pima County Sole Proprietor/Independent Contractor Waiver Form".

**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 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. PERFORMANCE BOND**

Not applicable to this contract.

**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	3/12/2026				
2	3/18/2026				

**16. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION**

Not applicable to this contract.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.**

17. BID/OFFER CERTIFICATION

CONTRACTOR LEGAL NAME: Diamondback Police Supply

DOING BUSINESS AS (DBA): \_\_\_\_\_

MAILING ADDRESS: 7030 E Broadway

CITY/STATE/ZIP: Tucson, Az, 85710

REMIT TO ADDRESS: 7030 E Broadway

CITY/STATE/ZIP: Tucson, Az, 85710

CONTACT PERSON NAME/TITLE: Ben Anderson owner

PHONE: 520 886 8338 FAX: \_\_\_\_\_

CONTACT PERSON EMAIL ADDRESS: Ben@dbackpolice.com

EMAIL ADDRESS FOR ORDERS & CONTRACTS: LEsales@dbackpolice.com

CORPORATE HEADQUARTERS ADDRESS: 7030 E Broadway, Tucson, Az, 85710

WEBSITE: dbackshootingSports.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:  DATE: 3/25/2026

Ben Anderson owner  
PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND EMAIL: 520 886 8338 Ben@dbackpolice.com

**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**



Contract Number	SC2600000068
Contract Start Date	05-12-2026
Contract End Date	05-11-2027
Payment Type	Warrant/Check
Buyer	Mark Koskiniemi
Phone Number	+1 (520) 7243760
Email	mark.koskiniemi@pima.gov

<b>Supplier:</b>	<b>Contract Name:</b>
TYR Tactical, LLC 9330 N 91st Ave Peoria, AZ 85345	Body Armor and Outer Carriers

<b>Supplier Contact and Payment Terms:</b>	Shipping Method	Delivery Type	FOB
	Vendor Method	Standard Ground	FOB Dest, Freight Prepaid
<b>Phone:</b>			
<b>Email:</b>			
<b>Terms:</b> Net 30			
<b>Days:</b>			
	Currency	NTE Amount	Used Amount
	USD	421,000.00	0.00

**Contract/Amendment Description:**

This Supplier Contract is for an initial term of one (1) year in the annual award amount of \$421,000.00 (including sales tax) and includes four (4) one-year renewal options. Administering Department: Sheriff's Department.

Attachment: Offer Agreement

<b>Catalog Items:</b>					
Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
1	Chest Rack, DS Combat Adjustable - Medical, Ranger Green (NS)	Each	139.52		
2	CIDP-1.5X3.5-RG Custom ID Placard 1.5" X 3.5" Ranger Green W/ Black Font "SHERIFF" (NS)	Each	12.32		CIDP-1.5X3.5-RG
3	CIDP-2.5X5.5-RG Custom ID Placard 2.5" X 5.5", Ranger Green W/ Black Font "SHERIFF" (NS)	Each	12.32		CIDP-2.5X5.5-RG
4	CIDP-2.5X8.75-RG Custom ID Placard 2.5" X 8.75" Ranger Green W/ Black Font "SHERIFF" (NS)	Each	13.12		CIDP-2.5X8.75-RG

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Contract Number	SC2600000068
Contract Start Date	05-12-2026
Contract End Date	05-11-2027
Payment Type	Warrant/Check
Buyer	Mark Koskiniemi
Phone Number	+1 (520) 7243760
Email	mark.koskiniemi@pima.gov

**Catalog Items:**

Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
5	CLPA003-H-RG Rifle Mag Pouch - Combat Adjustable Happy Mag, Ranger Green (NS)	Each	58.72		CLPA003-H-RG
6	CLPA004-H-RG Pistol Mag Pouch - Combat Adjustable Happy Mag, Ranger Green (NS)	Each	59.52		CLPA004-H-RG
7	CM025-RG Communications Pouch - Motorola XTS Radio, Ranger Green (NS)	Each	29.92		CM025-RG
8	DAAP-DS-V1-RG Collapsible Direct Action Assaulters Pack, Ranger Green (NS)	Each	268.32		DAAP-DS-V1-RG
9	DAAP-MV-RG Collapsible Direct Action Assaulters Pack - MV, Ranger Green (NS)	Each	268.32		DAAP-MV-RG
10	DSCR001-RG Combat Adjustable Rack - DSCR001, Ranger Green (NS)	Each	290.72		DSCR001-RG
11	Gunfighter Mod Assaulter Belt-MAB, Foams In, Size, Ranger Green (NS)	Each	232.32		
12	LW201-MOL-RG Front Flap - MOLLE, Ranger Green (NS)	Each	16.32		LW201-MOL-RG
13	LW203-556H-RG Kangaroo Front Flap - Fixed Triple Open Top Happy Mag M4, MOLLE (NS)	Each	56.32		LW203-556H-RG
14	MD Intermediate Lower Back Medical Pouch, Ranger Green (NS)	Each	72.32		
15	OD202-RG Ordnance/ Breaching Pouch - MOLLE Dump, Ranger Green (NS)	Each	40.32		OD202-RG

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**Catalog Items:**

Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
16	OD707-LR-RG Ordnance/ Breaching Pouch - Flashbang, Low Roll, Ranger Green (NS)	Each	24.32		OD707-LR-RG
17	Rigger Base Belt - RBB017, Size, Ranger Green (NS)	Each	92.32		
18	Taser Pouch, Right or Left, Ranger Green (NS)	Each	44.32		
19	TYR-AW107-1.5- NFA3/10-RG Ballistic Accessory - AW Ballistic Shoulders, TXP3A, Ranger Green (NS)	Each	184.32		TYR-AW107-1.5- NFA3/10-RG
20	TYR-EFED-106-K- NFA3/10-SIZE-RG TYR Tactical EPIC FED Male & Female Cummerbund w/Side Pocket, NFA3/10, SIZE, (w/ Taktic Buckle), Ranger Green (NS)	Each	344.32		TYR-EFED-106-K- NFA3/10-SIZE-RG
21	TYR-F-E115-NFA3/10F- RG EPIC Ballistic Accessory - Bicep/ Deltoid, Female, TXP3A, Ranger Green (NS)	Each	400.32		TYR-F-E115-NFA3/10F- RG
22	TYR-F-PICO-MVW6- NFA3/10F-SIZE-RG PICO-MV6 Assaulters Plate Carrier, Female, TXP3A, Size, Ranger Green (NS)	Each	1,199.06		TYR-F-PICO-MVW6- NFA3/10F-SIZE-RG
23	TYR-INSRT-5.513.5SI- NFA3/10 TYR Tactical Ballistic Side Insert, 5.5x13.5, NFA3/10, (Set) (NS)	Each	168.32		TYR-INSRT-5.513.5SI- NFA3/10
24	TYR-INSRT-AW107- NFA3/10 TYR Tactical AW107 Ballistic Insert NFA3/10, One Size Fits all, SET (NS)	Each	320.32		TYR-INSRT-AW107- NFA3/10

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**Catalog Items:**

Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
25	TYR-INSRT-MST115-NFA3/10 TYR Bicep Upper Arm Protection, NFA3/10 Ballistic Insert, SET (NS)	Each	320.32		TYR-INSRT-MST115-NFA3/10
26	TYR-INSRT-PICO-DSX1-NFA3/10-SIZE TYR Tactical PICO-DSX1 Carrier NFA3/10 Ballistic Insert F/B, SIZE, SET (NS)	Each	400.32		TYR-INSRT-PICO-DSX1-NFA3/10-SIZE
27	TYR-LW107-THOR-NFA3/10-SIZE-RG Ballistic Accessory - THOR Shoulders, TXP3A, Size, Ranger Green (NS)	Each	184.32		TYR-LW107-THOR-NFA3/10-SIZE-RG
28	TYR-LW108FF-NCPP-NFA3/10-SIZE-RG PICO FF External Cummerbund, Non Cutaway, Plate Pocket w/ Quick Release, TXP3A, Size, Ranger Green (NS)	Each	344.32		TYR-LW108FF-NCPP-NFA3/10-SIZE-RG
29	TYR-LW109MV-NFA3/10-RG Ballistic Accessory - Lower Abdomen Platform, TXP3A, Ranger Green (NS)	Each	168.32		TYR-LW109MV-NFA3/10-RG
30	TYR-M-EPIC1-DSX-NFA3/10-SIZE-RG EPIC DSX Assaulters Plate Carrier, Male, TXP3A, Ranger Green (NS)	Each	1,439.06		TYR-M-EPIC1-DSX-NFA3/10-SIZE-RG
31	TYR-MST115-NFA3/10-RG Ballistic Accessory - Bicep/Deltoid Upper Arm Protection, TXP3A, Ranger Green (NS)	Each	400.32		TYR-MST115-NFA3/10-RG

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**PIMA COUNTY**

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



**Supplier Contract**

Contract Number	SC2600000068
Contract Start Date	05-12-2026
Contract End Date	05-11-2027
Payment Type	Warrant/Check
Buyer	Mark Koskiniemi
Phone Number	+1 (520) 7243760
Email	mark.koskiniemi@pima.gov

**Catalog Items:**

Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
32	TYR-PICO-DSX6-NFA3/10-SIZE-RG PICO-DSX Assaulters Plate Carrier, TXP3A, Size, Ranger Green (NS)	Each	879.06		TYR-PICO-DSX6-NFA3/10-SIZE-RG
33	TYR-XHA3/1/T-SIZE TYR Tactical Level 3+ I/C, SIZE (NS)	Each	502.26		TYR-XHA3/1/T-SIZE
34	TYR-XHA3/7A/T-66-BLK Level III+ TYR-HA20-66 Hard Armor Side I/C Plate, Black (NS)	Each	199.06		TYR-XHA3/7A/T-66-BLK
35	TYR-XHA3/7A/T-SIZE-BLK Level III+ TYR-HA3/7 Hard Armor Plate, Size, Black (NS)	Each	352.30		TYR-XHA3/7A/T-SIZE-BLK

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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 Body Armor and Outer Carriers on an “as required basis” by issue of Delivery Order (“DO”). The established SC will be issued to all Contractors awarded on this contract. County will order Good/Services from the Contractor on the contract offering best value to County. Should that Contractor be unable to provide the Good/Service at the time requested, County will then order the Good/Service from another Contractor available on the contract. The established SC will identify the Contractor to provide the required items as designated by the following groups:  
 Group A: Point Blank Armor and Accessories  
 Group B: Tyr Tactical Armor and Accessories

**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:**

<b>MINIMUM QUALIFICATIONS GROUP A – POINT BLANK ARMOR AND ACCESSORIES</b>	<b>CHECK <input checked="" type="checkbox"/> appropriate response certifying agreement with the requirement.</b>
Contractor is an authorized distributor of Point Blank Body Armor products. <i>(Include a copy of Point Blank distributorship letter.)</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Contractor has a storefront location in metropolitan Tucson area.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>STORE FRONT INFORMATION:</b>	
Name of Store	
Street Address	
Primary Contact for Fittings, Alterations (Name, Phone, Email)	
Secondary Contact for Customer Services: Status of Order, invoicing issues (Name, Phone, Email)	
Website:	
Fitting, Alteration Days/Hours	

<p align="center"><b>MINIMUM QUALIFICATIONS</b> <b>GROUP B – TYR TACTICAL ARMOR AND ACCESSORIES</b></p>	<p align="center"><b>CHECK <input checked="" type="checkbox"/> appropriate response certifying agreement with the requirement.</b></p>
<p>Contractor is an authorized distributor of Tyr Tactical products. <i>(Include a copy of Tyr Tactical distributorship letter.)</i></p>	<p align="center">Yes <input checked="" type="checkbox"/>      No <input type="checkbox"/></p>
<p>Contractor has a factory location in Arizona.</p>	<p align="center">Yes <input checked="" type="checkbox"/>      No <input type="checkbox"/></p>
<p>Contractor is able travel to Tucson for fittings as needed.</p>	<p align="center">Yes <input checked="" type="checkbox"/>      No <input type="checkbox"/></p>

**4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE OF WORK**

**4.1. General Specifications**

Pima County (“County”) requires Body Armor and Outer Carriers on an “as required basis”. Goods and services will be provided to outfit appropriate personnel with Point Blank Armor and Accessories, and Tyr Tactical Armor and Accessories per specifications and requirements described herein.

Group A: Point Blank Armor and Accessories, General Specifications:

Body Armor:

Body Armor shall be new, clean and free of any defects.

All vests must be serialized, 100% inspected, and traceable. All procedures and quality data must be available to the Pima County Sheriff’s Department for inspection upon request.

All vests shall be labeled in accordance with requirements of NIJ standard 0101.07, clearly identifying the manufacturer, threat level, model, size, lot and serial numbers, date of manufacturer, care instructions, certifications of compliance, and required warnings on vest limitations.

Warranty

Contractor must provide Original Equipment Manufacturer (OEM) warranty on all shipments of each certified model that is equal to the certification requirements of the National Institute of Justice (NIJ). Certified model will continue to perform at its established NIJ ballistic threat level at time of issue and throughout the five-year service life of the vest.

Fitting and Alterations Services

Contractor shall be able to fit on location during normal business hours, Monday – Friday, 9:00 am – 5:00 pm, with optional fittings available on Saturday.

Have private, secure area for Officers to be fitted.

All vests shall be custom fit to the individual wearer. Measurements shall be taken by the manufacturer or authorized, factory-trained representative, in accordance with Point Blank Enterprises’ approved fitting procedures and authorized factory alterations.

Custom measured vests must be guaranteed to fit satisfactorily on delivery. Contractor must provide alterations or replacement free of charge if the vest does not fit properly.

Contractor shall be responsible for the measurements of all officers no matter the amount to be measured, as well as returns, alterations, and exchanges. All returns, alterations, and exchanges will be picked up and delivered to the Pima County sheriff’s Department Material Management Unit for correction.

Contractor shall notify the Sheriff’s Department within ten (10) days of any manufacturer changes, including modifications to existing styles, cuts, or similar product characteristics.

Group B: Tyr Tactical Armor and Accessories, General Specifications:

Body Armor:

Body Armor shall be new, clean and free of any defects.

All vests must be serialized, 100% inspected, and traceable. All procedures and quality data must be available to the Pima County Sheriff’s Department for inspection upon request.

All vests shall be labeled in accordance with requirements of NIJ standard 0101.07, clearly identifying the manufacturer, threat level, model, size, lot and serial numbers, date of manufacturer, care instructions, certifications of compliance, and required warnings on vest limitations.

Warranty

Contractor must provide Original Equipment Manufacturer (OEM) warranty on all shipments of each certified model that is equal to the certification requirements of the National Institute of Justice (NIJ). Certified model will continue to perform at its established NIJ ballistic threat level at time of issue and throughout the five-year service life of the vest.

Fitting and Alterations Services

Contractor shall be able to respond within 3 weeks of requests

All vests shall be custom fit to the individual wearer. All measurements must be performed by an OEM/factory trained representative in accordance with Tyr Tactical authorized factory alterations.

Custom measured vests must be guaranteed to fit satisfactorily on delivery. Contractor must provide alterations or replacement free of charge if the vest does not fit properly.

Contractor shall be responsible for the measurements of all officers no matter the amount to be measured, as well as returns, alterations, and exchanges. All returns, alterations, and exchanges will be picked up and delivered to the Pima County sheriff's Department Material Management Unit for correction.

Contractor shall notify the Sheriff's Department within ten (10) days of any manufacturer changes, including modifications to existing styles, cuts, or similar product characteristics.

**4.2. Item Specifications**

This is a **“no substitute”** contract. Contractor must provide items that conform to the specifications and requirements herein. Substitution of any item for an equivalent item is not permitted, and County will not allow any deviations.

Group A: Point Blank Armor and Accessories, General Specifications:

Items #1, 2, 3 -

1	Point Blank Alpha Elite AXII Level 2 Ballistic Vest w/ 2 Vision Concealable Carriers (NS)
2	Point Blank AXIIIA level 3A w/ 2 Vision Concealable Carriers and (1) 5"x8" soft trauma insert (NS)
3	Point Blank AXBIIIA level 3A w/ 2 Vision Concealable Carriers and (1) 5"x8" soft trauma insert (NS)

Vests must be constructed of “Unidirectional Polyethylene based ballistic material.

Carrier has Self Suspending Ballistic System

Carrier has smart fabric technology

Carrier with Optional ThorShield electroshock properties

Durable Water Repellent microfiber outer shell

Removable 4" internal cummerbund

Top loading plate pockets in front and back

Optional mesh shirt tail or no tail

5"X8" soft trauma insert

Male and female vest options

Carrier must accommodate trauma plates ranging in size from 5"x7" to 8"x10"

Carrier must be guaranteed against defects in workmanship for 12 months from date of purchase

Carriers must have Self Suspending Ballistic Systems to keep ballistic panels in place and maximize the coverage area

Armor shall be NIJ-certified to Standard 0101.07 and meet all ballistic performance requirements for its designated NIJ threat level.

Vests must be concealable under a uniform shirt and must not bind or constrict user mobility

Black in color

Comes with two carriers and soft trauma insert

Item #7 -

7	Point Blank Outer Duty Carrier (ODC) Endeavor External Carrier #ODEM00BV0J (NS)
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Carrier must be 500 Denier Cordura

Option of MOLLE compatible webbing

Front / back ID panel areas

Front name and badge panel areas

Coyote in color

Group B: Tyr Tactical Armor and Accessories, General Specifications:

Items #15, 16, 17 -

15	PICO-DSX Assaulters Plate Carrier, TXP3A, Size, Ranger Green (NS)
16	PICO-MV6 Assaulters Plate Carrier, Female, TXP3A, Size, Ranger Green (NS)
17	PICO FF External Cumberbund, Non Cutaway, Plate Pocket w/ Quick Release, TXP3A, Size, Ranger Green (NS)

Vest carriers must be constructed of a Kevlar bonded to Cordura nylon fabric as an option.

Vest carriers must be modular with the ability to add hard armor plates

Vest carriers must have MOLLE compatible webbing

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 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.

**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.

- 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.  $\text{Manufacturer’s List Price} - (\text{List price} \times \text{Discount } \%) = \text{Discounted Unit Price}$ . 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
TYR Tactical Law Enforcement Catalog, <a href="https://www.tyrtactical.com/catalog-digital-download/#gallery1-1">https://www.tyrtactical.com/catalog-digital-download/#gallery1-1</a>	48	03/25/2025	20%
TYR Tactical Ballistic Plates and Rapid Response Shields Systems, <a href="https://www.tyrtactical.com/catalog-digital-download/#gallery1-5">https://www.tyrtactical.com/catalog-digital-download/#gallery1-5</a> , 48 pg, 3/25/2025, 20%			

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 0 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(s) on the DO document.

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

Delivery Hours: Monday – Friday 8 a.m. – 4 p.m. excluding Pima County Holidays

Contractor guarantees delivery of product or service in less than six weeks from issue date of order. 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-2500028146 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.

Sole Proprietor: The Workers' Compensation requirement shall not apply to a Contractor that is exempt under A.R.S. § 23-901, and when such Contractor executes the appropriate "Pima County Sole Proprietor/Independent Contractor Waiver Form".

**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 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. PERFORMANCE BOND**

Not applicable to this contract.

**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	March 12, 2026				
2	March 18, 2026				

**16. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION**

Not applicable to this contract.

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**17. BID/OFFER CERTIFICATION**

**CONTRACTOR LEGAL NAME:** TYR Tactical, LLC

**DOING BUSINESS AS (DBA):** \_\_\_\_\_

**MAILING ADDRESS:** 9330 N. 91st Ave

**CITY/STATE/ZIP:** Peoria, AZ 85345

**REMIT TO ADDRESS:** 9330 N. 91st Ave

**CITY/STATE/ZIP:** Peoria, AZ 85345

**CONTACT PERSON NAME/TITLE:** Jane Beck, VP of Administration

**PHONE:** 623-240-1400 **FAX:** 623-240-1418

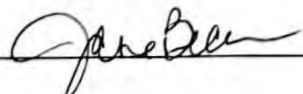
**CONTACT PERSON EMAIL ADDRESS:** contracting@tyrtactical.com

**EMAIL ADDRESS FOR ORDERS & CONTRACTS:** info@tyrtactical.com (PO); contracting@tyrtactical.com (contracts)

**CORPORATE HEADQUARTERS ADDRESS:** 9330 N. 91st Ave, Peoria, AZ 85345

**WEBSITE:** www.TYRTactical.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:**  **DATE:** March 25, 2026

Jane Beck, VP of Administration  
**PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER**

**PHONE AND EMAIL:** 623-217-8881; jane@tyrtactical.com

## 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**