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

THIS LINKING AGREEMENT (this “Agreement”) is entered into as of this ______ day of __________________, 2018, between the City of Glendale, an Arizona municipal corporation (the “City”), and TYR Tactical, LLC, an Arizona limited liability company authorized to do business in Arizona (“Contractor”), collectively, the “Parties.”

RECITALS

A. On August 29, 2016, under the State of Arizona Cooperative Purchasing Agreement, the Arizona Department of Public Safety entered into a contract with Contractor to purchase the goods and services described in the ADPS17-147066 (“Cooperative Purchasing Agreement”), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.

B. Section 2-149 of the City’s Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.

C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.

D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City’s utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

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

1. Term of Agreement. The City is purchasing supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement, purchases can be made by governmental entities from the date of award, which was August 29, 2016, until the date the contract expires on August 28, 2018, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond August 29, 2021. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until August 28, 2018. The City, however, may renew the term of this Agreement for three (3) one-year periods until the
Cooperative Purchasing Agreement expires on August 29, 2021. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

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

   A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit B.

   B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. **Compensation.**

   A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, identified in Exhibit C.

   B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed one hundred sixty thousand dollars ($160,000) annually or one hundred sixty thousand dollars ($160,000) for the entire term of the Agreement (initial term plus any renewals).

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

5. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

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

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

8. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

9. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
10. **Notices.** Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale  
c/o Rick St. John, Chief of Police  
6835 N. 57th Drive  
Glendale, Arizona 85301  
623-930-3059

and

TYR Tactical, LLC  
c/o Jason R. Beck  
9330 N. 91st Avenue  
Peoria, Arizona 85345  
623-240-1400

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

**“City”**

City of Glendale, an Arizona municipal corporation

By:  
Kevin R. Phelps  
City Manager

**“Contractor”**

TYR Tactical, LLC,  
an Arizona Limited Liability Company

By:  
Name: Jason R. Beck  
Title: Manager

ATTEST:

________________________
Julie K. Bower  
City Clerk  
(SEAL)

APPROVED AS TO FORM:

________________________
Michael D. Bailey  
City Attorney
LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
TYR TACTICAL, LLC

EXHIBIT A
ADPS17-147066
Master Blanket Purchase Order ADPS17-147066

Purchase Order Number: ADPS17-147066

Status: 3PS - Sent

Fiscal Year: 2017

Organization: Arizona Department of Public Safety

Department: DPSHPD - Highway Patrol

Release Number: 0

Purchaser: Patricia Jonas

PO Type: Blanket

Location: SWAT - SWAT District

Type Code: 08/29/2016 01:37:18 PM

Control Date: 01:37:18 PM

Discount %: 0.00%

Retainage %: 0.00%

Print Dest Detail: If Different

Catalog ID: Patricia Jonas, pjonas@azdps.gov, 602-223-2451

Release Type: Direct Release

Pcard Enabled: No

Tax Rate: $0.00

Actual Cost: $0.00

Master Blanket/Contract End Date (Maximum): 08/29/2021 05:00:00 PM

Project No.: None

Special Purchase Types: None

PIJ NUMBER: None

Commodity Reference Id: None

PO External Doc Type: None


Vendor Attachments: Attachment A Offer Acceptance ~ 10 TYREXecuted082216.pdf Attachment C

Agency Attachment
Forms:

Vendor Attachment
Forms:

Primary Vendor Information & PO Terms

Vendor: 000053787 - Tyr Tactical, LLC
Ann Colston
16661 N. 84th Avenue
Suite 110
Peoria, AZ 85382
US
Email: berna@tyrtactical.com
Phone: 623-294-1400
Fax: 623-294-1428

Payment Terms: Net 30
Shipping Method: Best Way
Shipping Terms: F.O.B., Destination
Freight Terms: Freight Prepaid

PO Acknowledgements:

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<th>Notifications</th>
<th>Acknowledged Date/Time</th>
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Master Blanket/Contract Vendor Distributor List

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Master Blanket/Contract Controls

Master Blanket/Contract Begin Date: 08/29/2016
Master Blanket/Contract End Date: 08/28/2018
Cooperative Purchasing Allowed: Yes

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Item Information

Print Sequence # 3.0, Item # 3: TYR-M-EPIC-6M-T52 SP-KIT Male Enhanced PICO Integrated Carrier - EPIC Assaulters Kit.

NIGP Code: 680-08
Police Protection Equipment (Body Armor and Riot Shields) and Supplies

Bid # / Bid Item #: ADPS17-00006619 / 3 - Quote # / Quote Item #: 000040521 / 3

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Manufacturer: Brand: Model:
Make: Packaging:
Property Number:

### Print Sequence # 4.0, Item # 4:

**NIGP Code:** 680-08  
Police Protection Equipment (Body Armor and Riot Shields) and Supplies

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Brand:  
Model:  
Make:  
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Brand:  
Model:  
Make:  
Packaging:  
Property Number:  

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**Manufacturer:**  
Brand:  
Model:  
Make:  
Packaging:  
Property Number:  

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**NIGP Code:** 680-08  
Police Protection Equipment (Body Armor and Riot Shields) and Supplies

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**Manufacturer:**  
Brand:  
Model:  
Make:  
Packaging:  
Property Number:  

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Advanced Search

Search For:
- **Bids**
- **Contracts/Blankets**

Search Using:
- **ALL of the criteria**

**Contract/Blanket #**: 17-147066
**Description**: 
**Vendor Name**: 
**Type Code**: 
**Catalog**: 
**Expiration Date (MM/DD/YYYY)**: From: [ ] To: [ ]
**Item Description**: 
**Organization**: 
**Department**: 
**NIGP Class**: 
**NIGP Class Item**: 
**Commodity Code**: 
**Include Expired**: 

PO Type: 
Buyer: 
Bid #: 

Results

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https://procure.az.gov/bso/external/advsearch/searchContract.sdo
LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
TYR TACTICAL, LLC

EXHIBIT B
Scope of Work

PROJECT

See attached Quote No. TYR-2018-00019DG-GLENDALE PD-EPIC V2
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* Reference Arizona DPS Contract #ADPS17-147066. All prices are subject to DPS contract number #ADPS17-147066 and reflect at least a 20% discount of body armor list catalog pricing per DPS contract item #?

NOTE THAT LEAD TIMES, PRICING & AVAILABILITY IS SUBJECT TO CHANGE WITHOUT NOTICE.

CCR Registered / TAX ID: 27-2463209 / Representations and Certifications on ORCA / Small Business / Cage Code: 67w12

Lead Time: 60-90 Business Days
Subtotal: $ 145,142.05
Est. Shipping: $ -
Taxes: $ 11,756.51
Shipping Method: Customer Pick Up

"FOB shipping point" or "FOB origin" indicates the buyer pays shipping cost, and takes full responsibility for the goods when the goods leave the seller's premises.

***This quote is valid for 30 days, after expiration prices are subject to change.***

$ 156,899.56
LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
TYR TACTICAL, LLC

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

The method and amount of compensation is in accordance with Section 3 of this agreement.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed $160,000 annually or $160,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

City shall pay Contractor compensation in accordance with the rates as set forth in the State of Arizona/Arizona Department of Public Safety Contract No. ADPS17-147066, which reflects at least a 20% discount of body armor list catalog pricing per contract item No. 7.