AGREEMENT PURSUANT TO SOLICITATION

CITY OF MESA AGREEMENT NUMBER 2026086
ELECTRICAL & DATA COMMUNICATIONS PRODUCTS, SOLUTIONS & SERVICES

CITY OF MESA, Arizona ("City")

Department Name	City of Mesa – Procurement Services
Mailing Address	P.O. Box 1466 Mesa, AZ 85211-1466
Delivery Address	20 East Main St, Suite 450 Mesa, AZ 85201
Attention	Ted Stallings Procurement Officer II
E-Mail	Ted.Stallings@MesaAZ.gov
Phone	(480) 644-2815

AND

ELLIOTT ELECTRIC SUPPLY ("Contractor")

Mailing Address	2250 West Broadway Road Mesa, AZ 85202
Remit to Address	P.O Box 206524 Dallas, TX 75320
Attention	Dennis Stevens
E-Mail	dennisstevens@elliottelectric.com
Phone	602-647-7505
Attention	Nick Shattuck
E-Mail	nickshattuck@elliottelectric.com
Phone	623-900-2973

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This Agreement pursuant to Solicitation ("Agreement") is entered into this 14th day of September, 2026, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and Elliott Electric Supply, a(n) Texas corporation/company/natural person ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

RECITALS

A. The City issued Solicitation number **2026086** ("Solicitation") for **ELECTRICAL & DATA COMMUNICATIONS PRODUCTS, SOLUTIONS & SERVICES**, to which Contractor provided a response ("Response"); and

B. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the services/materials described in the Solicitation and Response.

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

TERMS & CONDITIONS

1. **Term**. This Agreement is for a term beginning on **SEPTEMBER 15, 2026** and ending on **SEPTEMBER 14, 2031**. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.

    1.1 **Extension for Procurement Processes**. Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a vendor to provide the services/materials provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days before the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately before the expiration of the then-current term.

    1.2 **Delivery.** Delivery shall be made to the location(s) contained in the quote within the time requested after receipt of an order.

2. **Scope of Work**. The Contractor will provide the necessary staff, services, and associated resources to provide the City with the services, materials, and obligations attached to this Agreement as **Exhibit A** ("Scope of Work"). Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.
    The Agreement is based on the Solicitation and Response which are hereby incorporated by reference into the Agreement as if written out and included herein. In addition to the requirements specifically set forth in the Scope of Work, the Parties acknowledge and agree that the Contractor shall perform

in accordance with all terms, conditions, specifications, and other requirements set forth within the Solicitation and Response unless modified herein.

3. **Orders**. Orders are placed with the Contractor by either a: (i) Purchase Order when for a one-time purchase; (ii) Notice to Proceed, or (iii) Delivery Order off of a Master Agreement for Requirement Contract where multiple as-needed orders will be placed with the Contractor. The City may use the Internet to communicate with Contractor and to place orders as permitted under this Agreement

4. **Document Order of Precedence**. In the event of any inconsistency between the terms of the body of the Agreement, the Exhibits, the Solicitation, and the Response, the language of the documents will control in the following order.

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

5. **Payment.**

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

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

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

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

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

The Contractor may submit to the City a request for a reasonable price adjustment sixty (60) days before the milestone. Request for adjustments in the cost of labor or materials must be supported by appropriate documentation. The reasonableness of the request will be determined by comparing the request with available indexes or by performing a market survey. The City shall review the request for adjustment and respond in writing.

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

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

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

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

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

6. **Insurance**.

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

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

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

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

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

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

6.7 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor.

6.8 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.

6.9 **Types and Amounts of Insurance**. Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:

6.9.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.

6.9.2 The Contractor shall maintain at all times during the term of this contract, a minimum amount of $3 million per occurrence/$5 million aggregate Commercial General Liability insurance, including Products and Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials, or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.

6.9.3 Automobile liability, bodily injury, and property damage with a limit of $1 million per occurrence including owned, hired, and non-owned autos.

7. **Requirements Contract**. Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders or a notice to proceed within a reasonable period of time of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. The City will not reimburse Contractor for any avoidable costs incurred after the receipt of cancellation including, but not limited to, lost profits, shipment of product, or performance of services.

8. **Notices.** All notices to be given pursuant to the Agreement will be delivered to the Contractor as listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth in the Mesa Standard Terms and Conditions that is attached to the Agreement as **Exhibit C**.

9. **Representations of Contractor**. To the best of Contractor's knowledge, Contractor agrees that:

a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;

b. Performance of the services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;

c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and

d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.

10. **Mesa Standard Terms and Conditions**. **Exhibit C** to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.

11. **Counterparts and Facsimile or Electronic Signatures**. This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.

12. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.

    Exhibits to this Agreement are the following:

    - (A) Scope of Work
    - (B) Pricing
    - (C) Mesa Standard Terms and Conditions
    - (D) Federal Terms and Conditions

13. **Attorneys' Fees**. The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation-related costs and fees from the other Party.

14. **Additional Acts**. The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.

15. **Headings.** The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

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

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

CITY OF MESA, ARIZONA

By: Edward Quedens

Edward Quedens
Printed Name

Business Service Director
Title

9/16/26 16:53 MST
Date

ELLIOTT ELECTRIC SUPPLY

By:

Stephen Paul
Printed Name

President
Title

09/15/2026
Date

REVIEWED BY:

By: Ted Stallings
Ted Stallings
Procurement Officer

EXHIBIT A
SCOPE OF WORK

2.1 INTENT

For purchase of Electrical & Data Communications Products, Solutions & Services. Equipment and products made available through this contract agreement are meant for use by licensed and experienced professionals in various technology, construction, utility, public works and other projects.

2.2 COOPERATIVE PURCHASING & AXIA COOPERATIVE

Axia Coop LLC ("Axia Cooperative" or "Axia") is a national public sector cooperative purchasing organization. Axia works with respected leaders from the public procurement community to offer a growing portfolio of master agreements that leverage national volume to deliver savings, efficiency, and innovation for non-federal public sector agencies. Each agreement is publicly solicited by a lead agency utilizing the strictest of procurement standards. The resulting awards address the dynamic needs of today's evolving market while providing both value and cutting-edge solutions. For more information about the contracting process, please visit axiacoop.org/contracting-process.

The City of Mesa has entered into an agreement with Axia Cooperative to facilitate the Request For Proposals (RFP) and act as the primary contracting authority for the term of the resulting contract(s). Resulting contract(s) is/are made available to other public agencies nationally for "piggybacking" through the Axia Cooperative purchasing program and authorized by various joint powers authority statutes, rules and regulations within each state and local jurisdiction.

While Axia Cooperative makes no guarantees as to exact quantities and/or purchase volume made by Participating Agencies, the estimated annual volume for purchases made nationwide through this contract category is $25,000,000 - $50,000,000. Please see **Attachment D** for more information regarding the Axia Cooperative purchasing program.

2.3 ORDERING, DELIVERY AND PICKUP

a Ordering Methods
Although the City is open to alternate ordering methods, the primary methods for customers placing orders with the Contractor are:

- Online
- Email
- Telephone/Fax
- Quotes
- Storefront/Walk-ins

b. Minimum Order
There shall be no minimum or maximum order requirements during the term of this Contract.

c. Delivery
When delivery is required, it shall be made to the location(s) specified in the quote and within the mutually agreed-upon timeframe.

The Contractor shall deliver all products to the desktop of the ordering customer, F.O.B. destination, freight pre-paid and allowed, to various locations throughout the City. Any handling fees shall be included in the pricing. In many cases, the Contractor may be required to deliver goods to the front counter of a specific department. This is a City of Mesa requirement; other participating agencies may have additional delivery requirements.

Delivery for in-stock items shall not exceed forty-eight (48) hours, with delivery within twenty-four (24) hours preferred.

Delivery of out-of-stock items shall not exceed ten (10) to fifteen (15) working days. Participating Agencies may impose additional restrictions based on their specific needs.

d. Pickup
It is preferred that Contractor(s) maintain a local storefront within the Phoenix metropolitan area to support walk-in purchases and local deliveries. It is also preferred that Contractor(s) deliver available products within twenty-four (24) hours of order placement.

2.4 PRODUCT SUBSITUTIONS

No substitutions of alternate items for products ordered will be permitted except with the express approval from authorized City or Participating Agency personnel. Contractor shall not substitute and/or interchange a different brand or generic product or package size, other than the specific product ordered, without authorization from the City or Participating Agency. Any such authorization is granted on a per order basis and is not to be considered as justification for a Product substitution on any future orders or shipments.

2.5 ACCEPTANCE

Upon delivery and successful installation, the material(s) shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

2.6 DEFECTIVE PRODUCT

All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping, or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) business days of initial notification.

2.7 ENVIRONMENTAL SUSTANABLITY

The Contractor shall use best efforts to comply with the sustainability initiatives and/or policies of the City and any Participating Agencies.

2.8 EMERGENCY DISASTER RESPONSE

In the event of natural disasters or emergency situations where human health and welfare are at risk, Contractor shall give priority to emergency response personnel and entities including first responders, first receivers, emergency management agencies, and similar entities and individuals. To the extent that Participating Agency Locations or portions of them fall within these parameters, Contractor shall give those Locations priority over other customers, but not priority over others falling within these parameters

2.9 HAZARDOUS MATERIALS AND SAFETY DATA SHEETS (SDS)

a. Contractor shall retain title/ownership and responsibility for hazardous materials delivered to City and Participating Agencies.
b. Safety Data Sheets (SDS).
    i. In addition to existing regulatory requirements to provide Safety Data Sheets (SDS), if requested Contractor shall make available at all times current SDS at an electronic website address accessible to the City and Participating Agencies.

2.10 BACKGROUND CHECK

The parties agree to address the need for background checks on a case-by-case basis as requested by Participating Entities.

RESPONSES TO PROPOSAL QUESTIONNAIRE

Program Description and Method and Approach **Clearly define the services/materials offered and Respondent's method of approach including, but not limited to, the following criteria:**		
Item	**Question**	**Response**
1.	Detail the scope of Electrical & Data Communications products & solutions that your company offers. At a minimum, please detail your product range in the categories listed in Section 2.7, Scope of Work / Product & Solution Categories. Respondent's response should detail product lines (including available "private label" product lines) and manufacturers within each category, proposed sub-categories (if applicable) and total number of products in your catalog being made available (as well as a breakdown of number of available products within each category). Proposals may be limited to a subset of the categories listed above. If available, Offerors are also encouraged to propose additional relevant categories that may be of interest to the City and/or participating agencies of the Axia Cooperative purchasing program.	Refer to our website: www.elliottelectric.com INFO & resources tab drop down menus select Product catalogues and Line sheet (pdf) for a complete listing of our product offering. Section A: distribution equipment Section B: wiring devices Section C: lighting and lighting controls Section D: wire and cable Section E: conduit, fittings & Boxes Section F: Enclosures and Wireway Section G: Heating, ventilationa and air conditioning Section H: motor control Section I: harsh locations Section J: datacom Section K: Tools, Terminals and Fasteners Section L: references
2.	Describe how product quality and safety standards are maintained at acceptable levels.	We provide reputable, insurable, quality manufacturers that are trusted in the marketplace. We have QC staff that monitor product

		and procedural safety protocols established by our company.
3.	Describe how urgent / emergency order requests are handled and fulfilled.	We will provide same day service and delivery if possible and offer a 24 hour service if needed for an additional fee.
4.	Describe what services (delivery, installation / integration, setup, removal, repair, maintenance, equipment training, safety training, etc.) are available. Provide pricing structures for any services that are priced separately from the purchase of products in your Pricing (Attachment B).	Our mfrs will offer training on products at request. We have additional online learning available. Our local mfr rep agents are available for product training. We offer safety training on lockout tagout, arcflash protection etc. upon request. All of our trainings provided by mfrs are at no cost or low minimal cost if there are certifications involved.
5.	Is the use of subcontractors (integrators, resellers, etc.) being proposed? If so, please describe what service may be needed, and provide information about the proposed subcontractor(s) that may be involved in providing service to the City of Mesa. For the national program via Axia Cooperative, describe your subcontractor / integrator / reseller network nationally, including how new subcontractors are added.	We do not provide subcontractors for service or integration. We may coordinate for these services to be performed but we do not as wholesale distributors offer these kinds of services.
6.	How do you ensure timely and effective communication with your clients?	We offer online inventory search, ordering and monitoring of orders. Email response is prompt, our phones are always answered and responses are our priority.
7.	Describe all methods of accepting orders (online, apps, phone, email, in-person, etc.).	We offer online ordering, app ordering, phone, email and inperson counter ordering.
8.	Describe Respondent's available invoicing processes.	Online access to accounts is provided with registration. All invoicing is visible through customer portal.
9.	Describe Respondent's customer issue resolution process. Include details of various problems that may arise, such as invoicing disputes and receipt of incorrect damaged items. Also detail customer service escalation procedures.	**if there is a problem with an order, quality of material or any billing, the first line of service is your assigned sales rep. they will coordinate with our other depts like credit and billing and mfrs to resolve any issues that may arise. Return of defective material is handled promptly, even material**

		ordered in error is returnable for full credit. Our Area Manager is available to escalate any problem and we will make every effort to provide a fast resolution.
10.	Describe performance measures for areas such as stocking/refills, shipment time, fill rate, back-order rate, etc.	**We use a order quantity/order refill process in our inventory control. Elliott operates on a spoke and hub system. Our regional warehouse distributes products to our satellite branches every night to ensure proper inventory levels based on sales history. Our fill rate is very high, we love inventory and never want to be out of A,B and C items.**
11.	Describe what happens when an item is out of stock and a customer wants to order that item.	**if an item is out of stock, our system will automatically order refills of that item. Our inside sales team can also order direct from the mfr or transfer material from another location most likely in Texas at no additional cost.**
12.	Detail any value-added services and programs that may complement the comprehensive Electrical & Data Communications Products, Solutions & Services offering. Such offerings may include (but are not necessarily limited to): • Online ordering capabilities, including (but not necessarily limited to): o eCommerce platform capabilities o Availability of mobile websites and/or mobile apps o Online order tracking and order history o Availability of contract pricing through the proposed online system o Ability to accept PCards, etc. o Ability to manage and restrict access to the proposed online system o Ability to view product data, such as technical information, illustrations, Material Safety Data Sheets (MSDS) o Ability to save "favorite" products or curate personal lists o Detail of security protocols to ensure customer data is safe, such as data storage and data transfer techniques	**Elliott has onsite inventory management capabilities (automated inventory management). Online ordering and viewing of our inventory levels along with pricing through our e-commerce platforms including mobile ordering and stock checks. We will accept Pcards for payment with no processing fee. Each account can require a PIN number to purchase if purchases are on account or require a purchase order number in a specific format. This can all be customized according to your needs. Online permissions are required to access all of the visibility of account information, this is managed by your account teams. We off online quote forms that can be saved and re-used for future orders. Most of our products have spec sheets attached online, along with**

	• Small business partnership programs, such as local fulfillment and/or service partners • Consulting services • Customer support and success services • Rebate/incentive programs • Other services Include details as to how these proposed services/programs would be rolled out to the City of Mesa and other participating agencies through the Axia Cooperative purchasing program.	**necessary MSDS sheets. We are able to interface with popular bidding software or customize an application specifically to your needs through our software network team. Through a dedicated outside sales rep you have access to years of knowledge to help with any design or product issue for free. We can design custom inventory programs for any agency that is interested.**
13.	Who are your national/corporate points of contact for sales, marketing, contract administration and monthly sales reporting?	Dennis Stevens-602-647-7505, I can coordinate whatever you might need for contract administration.
14.	Demonstrate your commitment to leveraging the Axia Cooperative purchasing program to make the resulting contract available to public agencies across the country. Include details about your firm's ability to: • Market the agreement to public agencies nationally • Educate your firm's sales staff about the cooperative purchasing program • Connect your sellers with the Axia team to pursue joint selling efforts • Connect with customer decision makers • Track sales and report back to Axia Cooperative	The Axia program is new for us so this would require some coordination with the Axia team to learn it's processes. But we have team meetings on an ongoing basis where our staff can be educated on the benefits of Axia.
15.	What specific steps will your company take to train and equip their account managers to sell the cooperative contract / program on a national basis?	We would love the opportunity to learn what is offered through Axia partnership both locally and nationally.
16.	Will you establish national sales goals for public agency adoption of the cooperative agreement?	We have sales goals for all of our assigned accounts.
17.	What tools will you utilize to track opportunities and hold sellers accountable?	We use monthly sales tracking through our mobile sales apps
18.	Please review the Sample Axia Cooperative Administration Agreement in Attachment D Note any questions, concerns and/or proposed exceptions.	none
19.	If your business intends to conduct business in the State of New Jersey, download, complete and sign the forms found in the "Vendor Forms Required For All Proposal Submissions" at https://www.nj.gov/treasury/purchase/forms.shtml#eo134.	
20.	Is all pricing, for City of Mesa and all other participating agencies of the Axia Cooperative purchasing program, inclusive of shipping, fuel surcharge, delivery,	Shipping from our location in arizona would be plus freight to out of state entities. Purchases from

	environmental, service and/or tariff fees? If so, detail how this will impact pricing, accounting for your distribution network and your ability to make deliveries nationwide (including to rural and smaller agencies).	local Elliott locations would not be charged a shipping fee.
21.	Describe how and how often the pricing documents are updated. Detail items and/or categories that may be updated more often than others.	Wire and conduit are updated weekly based on the comex. These can be quoted at the time of purchase for the most accurate pricing.
22.	Detail how market conditions impact pricing and propose how you plan to account for such changes. Can pricing adjustments be audited and tracked with an index or other calculation?	Pricing will be based on MSRP, these prices do fluctuate and go up over time. However our experience is that when we quote material it is usually below our bid price discount most of the time. In the event of rapidly escalating prices such as Covid, price increases will be communicated in a timely manner.
23.	Describe any regional and/or individual custom pricing lists that may be available to participating agencies of the Axia Cooperative purchasing program. Detail how this kind of program can be extended to one or more participating public agencies, the number of items that can be made available through such a program, how and how often the list is updated, limitations based on the type and size of the participating agency, etc.	Each agency will have an opportunity to develop relationships with local suppliers in the Elliott system. This is the best way to get accurate pricing on regional pricing differences. I cannot predict what these regional difference might be.
24.	Describe if and how volume discounts may be applied for certain orders.	Volume discounts will be evaluated on a case by case basis.
25.	Please provide a statement regarding any sustainable, environmental, or socially responsive initiatives or practices your firm or contractors have engaged in. This can be related to the specific products and/or services contained in this Request for Proposal.	Many of our mfrs are trying to minimize their carbon footprint through their own initiatives. We cannot know all of these programs. We try to be as responsible with our resources as possible.
26.	What is your company doing to be more energy efficient?	We use swamp coolers in our warehouses instead of A/C. We use motion sensors on our lighting. We use fuel efficient trucks and electric forklifts.
27.	Does your company take any actions to manage the sustainability of your supply chain? If yes, please explain.	Eaton Corp, one of our suppliers has sustainability initiatives as a global mfr that we support.

28.	What measures have been taken to reduce unnecessary packaging materials associated with the product(s) being offered?	We buy in bulk, when possible consolidation of material in as few boxes as possible is required.
29.	Do your firm or its partners use hybrid vehicles or vehicles equipped with automatic start/stop technology?	Our warehouse is electric.
30.	Does your firm or partners vehicles operate/run on renewable fuels such as, but not limited to biodiesel, biogas, or renewably product synthetic fuels?	Our trucks are mostly biodiesel engines.
31.	Does your firm consolidate deliveries?	Yes, we try and consolidate deliveries if possible.

EXHIBIT B
PRICING

Category Discounts

Category	Category Discount %
Fuses	10%
Load Centers/Sub Panels	20%
Distribution Panels	10%
Fused Disconnects	20%
Switches, Receptacles & Boxes	20%
Circuit Breakers	20%
Electrical Wire	10%
Conduit	10%
Ballast	20%
Lamps	20%
Electrical Controls	10%
Conduit Fittings	25%
Parking Lot and Garage Light Fixtures	10%
Lighting Fixtures	20%
Variable Frequency Drives	10%
Switchgear	10%
Wireless Routers & Access Points	10%
Modems	10%
Cable Management	10%
Cable Connectors	10%
Network Cable	10%
Uninterruptible Power Supplies (UPS) / Power Management Systems	10%
Copper Cabling Infrastructure	10%
Fiber Optic Cabling Infrastructure	10%
Racks, Enclosures & Mounting	10%
Tools	15%
Wall Plates & Mounts	20%
Test Equipment	10%
Alarms, Communicators & Equipment	10%
Control Panels / Keypads	10%
Motion Sensors	10%
Shock & Sound Sensors	10%
Cameras	10%
Environmental Sensors	10%
Sirens & Strobes	10%
Life Safety Devices	10%
Audio	10%
Cables	10%

Displays	10%
Furniture & Racks	10%
Power	10%
Video Conferencing	10%
Projectors	10%
Video Production	10%
Telecom products including wire	10%
Other Related Product Categories	10%

Line Card

Equipment/Product/Category	Percentage Discount
WWW.elliottelectric.com	Varies

Explosion Proof

Equipment/Product/Category	Manufactures	Percentage Discount
Explosion proof devices, connectors, piping and misc.	Eaton-CROUSE hinds	10.00%

Corrosion Resistant

Equipment/Product/Category	Manufactures	Percentage Discount
Corrosion resistant products	T&B, Crouse hinds and others	10.00%

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against City, Contractor will defend, indemnify, and hold harmless City from all such claims.

2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.

3. **ASSIGNMENT.** This Agreement may not be assigned, either in whole or in part, without first receiving City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event City will have the right, at its option, to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.

4. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

5. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create or will create, any benefits, rights, or responsibilities for any third parties.

6. **NON-EXCLUSIVITY.** City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.

7. **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in writing and signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by City and Contractor.

8. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.

9. **COMPLIANCE WITH APPLICABLE LAWS.**

   a. **General.** Contractor must procure all permits/licenses and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve compliance throughout the term of the

Agreement. Upon request, Contractor will demonstrate to City's satisfaction any programs, procedures, and other activities used to ensure compliance.

b. **Drug-Free Workplace.** Contractor is hereby advised that City has adopted a policy establishing a drug-free workplace for itself and those doing business with City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.

   i. As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter collectively the "Contractor Immigration Warranty").

   ii. A breach of the Contractor Immigration Warranty will constitute a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of City.

   iii. To ensure Contractor and its subcontractors are complying with Contractor Immigration Warranty, City retains the legal right to conduct random verification of the employment records of any Contractor or subcontractor employee who works on this Agreement, including the inspection of the papers of such employees. Contractor agrees to assist City in regard to any random verification performed.

   iv. Neither Contractor nor any subcontractor will be deemed to have materially breached Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274a and 274b of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).

d. **Nondiscrimination.** Contractor understands and acknowledges that it is the policy of City of Mesa to promote nondiscrimination. As such, Contractor represents and warrants that it does not discriminate against any person on the basis of race, color, ethnicity, national origin, age, disability, religion, sex, sexual orientation, gender identity, veteran's status, marital status, familial status, or genetic information (collectively, "protected status") in employment, housing, or facilities, establishments, accommodations, services, commodities, or use offered to or enjoyed by the general public. Contractor further represents and warrants that it does not, on the basis of protected status, refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges of employment. In performance of this Agreement, Contractor shall comply with

all applicable federal, state, and local laws and executive orders regarding non-discrimination including, but not limited to, the following (as amended): Title VII of the U.S. Civil Rights Act of 1964; Section 504 of the Federal Rehabilitation Act; Age Discrimination Act of 1967; Equal Pay Act of 1963; and Americans with Disabilities Act of 1990.

e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods or services to City.

f. **Israel Boycott Divestments.** In accordance with the requirements of A.R.S. § 35-393.01, by entering into this Agreement, Contractor certifies that it is not currently engaged in, and agrees for the duration of the Agreement to not engage in, a boycott of Israel.

g. **Forced Ethnic Uyghur Labor Prohibition.** In accordance with the requirements of A.R.S. § 35-394, Contractor certifies that it does not currently, and agrees for the duration of the contract that it will not, use (i) the forced labor of ethnic Uyghurs in the People's Republic of China; (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

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

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

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

b. City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. City is not exempt from state and local sales/use taxes.

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

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

a. If Contractor believes documents related to the Agreement contain trade secrets or other proprietary data, Contractor must have notified City pursuant to Mesa Procurement Rules Section 6.13 or notified City with a notification statement specifically identifying the trade secrets or other proprietary data that Contractor believes should remain confidential.

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

13. **AUDITS AND RECORDS.** Pursuant to A.R.S 41-2548 and A.R.S. 35-214, Contractor must preserve the records related to this Agreement for five (5) years after completion of the Agreement. City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, City may inspect all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by City. The audit of records may occur at Contractor's place of business or at City offices, as determined by City.

14. **BACKGROUND CHECK.** In accordance with City's current background check policies, City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement who will have access to City's information, data, or facilities. Any officer, employee, or agent who fails the background check must be replaced immediately for any reasonable cause not prohibited by law.

15. **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether any individual or entity may provide services under this Agreement. If City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from City, remove any such individual from the performance of services under this Agreement.

16. **DEFAULT.**

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

i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;

ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;

iii. Conducts business in an unethical manner as set forth in City Procurement Rules Article 7 or in an illegal manner;

iv. Fails to carry out any term, promise, or condition of the Agreement; or

v. Is debarred from participating in City procurements and solicitations in accordance with Article 6 of City's Procurement Rules.

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

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

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

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

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

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

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

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

19. **TERMINATION FOR CONVENIENCE.** City reserves the right to terminate this Agreement, in part or in whole, for its sole convenience upon thirty (30) calendar days' written notice. Contractor acknowledges that, as with any termination permitted under this Agreement, in the event of a

termination for convenience, Contractor is only entitled to payment in accordance with section 22 (Payment to Contractor Upon Termination); Contractor will not be entitled to any anticipated lost profits had the Agreement been performed to completion.

20. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for City becomes an employee or agent of Contractor.

21. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If City reasonably determines it does not have funds to meet its obligations under this Agreement, City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.

22. **TERMINATION FOR NON-APPROPRIATION OF FEDERAL FUNDS.** This Agreement may rely on federal funding. If federal funds are, in whole or in part, withdrawn, suspended, or unavailable, the City reserves the right to terminate this Agreement upon forty-eight (48) hours' written notice to Contractor. The City shall pay to Contractor only such compensation, including reimbursable expenses, due for services properly performed or materials purchased before the termination date. The lack of federal funds and any termination that results therefrom shall not be a default by the City under this Agreement.

23. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement for any reason, Contractor will be entitled only to payments authorized under the Agreement for those services performed or materials provided in accordance with the Agreement up to the date of termination, and any authorized expenses already incurred up to such date of termination. City will make final payment within thirty (30) calendar days after City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.

24. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this Agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.

25. **INDEMNIFICATION; LIABILITY.**

a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify and hold harmless City, its elected officials, agents, representatives and employees (collectively, including City, "City Personnel") from and against any and all liabilities, demands, claims, suits, penalties, obligations, losses, damages, causes of action, fines or judgments of any kind, including costs, attorneys', witnesses' and expert witnesses' fees, and expenses incident thereto (all of the foregoing, collectively "Claims") imposed upon or asserted against City Personnel by a third party relating to, arising out of or resulting from, in whole or in part: (i) services and/or materials provided under this Agreement by Contractor or its officers, agents, or employees (collectively, including Contractor, "Contractor Personnel"): (ii) negligent acts, errors, mistakes or omissions of Contractor Personnel; or (iii) failure of Contractor Personnel to comply with or fulfill the obligations established by this Agreement. Contractor's indemnification, duty to defend and hold harmless City Personnel in this Subsection (a) will

apply to all Claims against City Personnel except Claims arising solely from the negligence or intentional acts of City Personnel.

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

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

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

27. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice City's right to recover against third parties for any loss, destruction, or damage to City property and will, at City's request and expense, furnish to City reasonable assistance and cooperation in obtaining recovery, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of City.

28. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees: (i) it is not entitled to deliver any specific amount of materials or services, or any materials or services at all, under this Agreement; and (ii) the materials or services will be requested by City on an as needed basis, at the sole discretion of City. Any document referencing quantities or performance frequencies represent City's best estimate of current requirements, but will not bind City to purchase, accept, or pay for materials or services which exceed its actual needs.

29. **OWNERSHIP.** All deliverables, services, and information provided by Contractor or City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of City and will not be used or released by Contractor or any other person except with prior written permission by City.

30. **USE OF NAME.** Contractor will not use the name of City of Mesa in any advertising or publicity without obtaining the prior written consent of City.

31. **PROHIBITED ACTS.** Contractor acknowledges the applicability of A.R.S. § 38-504 which prohibits a person who, within the preceding twelve (12) months, is or was a public officer or employee of City from representing another person (including Contractor) before City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment by a substantial and material exercise of administrative discretion. Further, while employed by City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such person in the course of his or her official duties at City.

32. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.

33. **RISK OF LOSS**. Contractor agrees to bear all risk of loss, injury, or destruction of Contractor's goods or equipment incidental to Contractor providing the services and materials under this Agreement and such loss, injury, or destruction will not release Contractor from any obligation hereunder.

34. **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage or loss to City real or personal property when such property is the responsibility of or in the custody of Contractor or its personnel.

35. **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow City to use, the materials and services being provided and that City may use same without suit, trouble or hindrance from Contractor or third parties.

36. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the warranty in section 34, Contractor will without limitation and at its expense defend City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret, or other intellectual property right and must, without limitation, pay the costs, damages and attorney's fees awarded against City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs City may incur to acquire substitute supplies or services.

37. **CONTRACT ADMINISTRATION.** The contract will be administered by the applicable Procurement Officer and/or an authorized representative from the using department (collectively "Contractor Administrators"); all questions regarding the Agreement will be referred to the Contract Administrators. If authorized by the Contract Administrators, supplements or amendments may be written to the Agreement for the addition or deletion of services. Payment will be negotiated and determined by the Contract Administrators.

38. **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will, within five (5) calendar days of the unforeseeable circumstance, notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

39. **COOPERATIVE USE OF CONTRACT.** City has entered into various cooperative purchasing

agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

Contractor will also, when requested, provide goods and services at the prices and under the same terms and conditions as set forth in this Contract to any public or nonprofit agency that, at the time of request, participates in the Axia Cooperative purchasing program.

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

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

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

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

40. **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by City's Procurement Services Division.

41. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be sent via personal delivery, certified or registered mail with postage prepaid, overnight courier, facsimile, or email. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier, facsimile, or email, receipt will be deemed effective two (2) calendar days after the sending thereof.

42. **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit, in law or equity, arising from or incident to this Agreement will be Maricopa County, Arizona.

43. **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.

44. **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated herein.

45. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

46. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.

47. **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to A.R.S §§ 1-501 and 1-502, any person who applies to City for a local public benefit (the definition of which includes a grant, contract, or loan) must demonstrate his or her lawful presence in the United States. As this Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes if applicable.

48. **AUTHORITY.** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement and that the person signing on behalf of each is properly authorized and empowered to enter into the Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

49. **PCI DSS COMPLIANCE.** In the event any Contractor engages in payment card transactions as a part of the services provided to City, Contractor shall comply with the Payment Card Industry Data Security Standards ("PCI DSS") and any amendments or restatements of the PCI DSS during the Term of this Agreement. Contractor accepts responsibility for the security of City's and/or any customer's credit card data in its possession, even if all or a portion of the services to City aresubcontracted to third parties.

EXHIBIT D
FEDERAL GRANT TERMS AND CONDITIONS

1. **DEFAULT.**

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

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

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

   1.3. Notice and Opportunity to Cure. In the event a party is in default then the other party will provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default, unless the default is of a nature that it is reasonably anticipated to affect the health, safety, or welfare of the public and, in such an event, the non-defaulting party may require a minimum seven (7) days to cure the default from the date of receipt of the notice; the cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement. Failure of the defaulting party to cure the default will entitle the non-defaulting party to the election of remedies specific to the party as set forth in section 2 below.

   Anticipatory **Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event, demand is made, and no written assurance is given within ten (10) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement entitling the City to terminate the Agreement in accordance with section 2.1 below.

   Agreed ☒ NA ☐ Exception:

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

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

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

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

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

Agreed ☒ NA ☐ Exception:

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

   Agreed ☒ NA ☐ Exception:

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

   Agreed ☒ NA ☐ Exception:

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

   Agreed ☒ NA ☐ Exception:

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

   Agreed ☒ NA ☐ Exception:

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

   7.1. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

   7.2. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

   7.3. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

   Agreed ☒ NA ☐ Exception:

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

or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

8.1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

8.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this section.

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

8.4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Agreed ☒ NA ☐ Exception:

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

Agreed ☒ NA ☐ Exception:

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

10.1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

10.2. The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the required Federal Agencies.

10.3. The contractor agrees to include these requirements in each subcontract exceeding $150,000.

Agreed ☒ NA ☐ Exception:

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

11.1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

11.2. The contractor agrees to report each violation to the City and understands and agrees that the City, in turn, report each violation as required to assure notification to the required Federal Agencies.

11.3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

Agreed ☒ NA ☐ Exception:

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

    Agreed ☒ NA ☐ Exception:

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

    Agreed ☒ NA ☐ Exception:

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

    Agreed ☒ NA ☐ Exception:

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

    Agreed ☒ NA ☐ Exception:

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

    Agreed ☒ NA ☐ Exception:

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

    Agreed ☒ NA ☐ Exception:

18. **SOLID WASTE DISPOSAL ACT**. The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $ 10,000 or the value of the

quantity acquired during the preceding fiscal year exceeded $ 10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Agreed ☒ NA ☐ Exception:

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

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

    19.2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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

    Please check the appropriate box:

    ☒ No funds have been used or are planned to be used for lobbying in connection with this contract, or

    ☐ Attached is Standard Form LLL, "Disclosure of Lobbying Activities," which describes the use (past or planned) of funds for lobbying in connection with this contract.

Agreed ☐ NA ☒ Exception:

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

Company Name: Elliott Electric Supply

Phone Number: 623-900-2983 email address: dennisstevens@elliottelectric.com

Printed Name and Title of Authorized Representative: Stephen Paul - President

Signature of Authorized Representative: Date: 4-15-2026