



Contract Change Order One (1)

Office of the Purchasing Agent
Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, TX 75071
972-548-4165

Vendor: AARDVARK Tactical, Inc.
1935 Puddingstone Drive
La Verne, CA 91750

Effective Date 7/1/2021
Contract No. IFB No. 2020-186

Contract Safety Wear

Awarded by Court Order No.: 2020-443-06-01
Change Order No.: 1 Court Order No.

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGE TO THIS CONTRACT

1. Renew contract for the period of July 1, 2021 through June 30, 2022
2. Update Section 4.6 Price Redetermination clause to the following:

4.6 Price Re-determination: A price re-determination may be considered by Collin County only at the anniversary date of the contract. The anniversary date will be June 30th of each year. All requests for price re-determination shall be in written form, and shall be submitted at a minimum of ninety (90) days prior to anniversary date and shall include documents supporting price re-determination such as Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Collin County reserves the right to accept or reject any/all of the price re-determination as it deems to be in the best interest of the County.

From: 4.6 Price Re-determination: Price Adjustment Clause (Escalation/De-Escalation): The bidder is to submit a bid that will be fixed for one (1) year. On each anniversary date of the contract, the Contractor may be granted an increase or decrease in their bid. The anniversary date will be the day the contract was awarded by Commissioners' Court of each year. All requests for price re-determination shall be in written form and shall include documents supporting price re-determination such as Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc.. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Collin County reserves the right to accept or reject any/all of the price re-determination as it deems to be in the best interest of the County.

3. Add Force Majeure to Terms of Contract

Force Majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

ACCEPTED BY:

Audrey Horstman (Print Name)

AARDVARK Tactical, Inc.
1935 Puddingstone Drive
La Verne, CA 91750

Audrey Horstman
SIGNATURE
TITLE: Lead Acct. Mgr.
DATE: 11-15-21

ACCEPTED AND AUTHORIZED BY
AUTHORITY OF COLLIN COUNTY
COMMISSIONERS' COURT

Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, Texas 75071

Michelle Charnoski
Purchasing Agent
DATE: _____