

**Maricopa County, Arizona**

**Contract #260006-RFP (03)**

*for*

Maintenance, Repair, Operating Supplies, Industrial Supplies, and  
Related Products and Services

*with*

**Home Depot U.S.A., Inc.**

Effective: February 11, 2026

The following documents comprise the executed contract between Maricopa County, Arizona and Home Depot U.S.A., Inc., effective February 11, 2026, 2018:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference



## **CONTRACT MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES 260006-RFP**

As a result of Request for Proposal #260006-RFP for Maintenance, Repair, Operating Supplies, Industrial Supplies, and Related Products and Services, this contract is entered into this 11<sup>th</sup> day of February 2026 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Home Depot U.S.A., Inc., a Georgia corporation ("Contractor") for the purchase of maintenance, repair, operating (MRO) supplies, industrial supplies, and related products and services. The attachments, appendices, addendums, any exhibits and schedules, including but not limited to the County's Request for Proposal #260006-RFP, and Contractor's response, hereto are an integral part of this contract.

### **1.0 CONTRACT TERM**

This contract is for a term of five years, beginning on the 11<sup>th</sup> of February 2026 and ending the 31<sup>st</sup> of January 2031. The anticipated full term of this contract with the option to renew is ten (10) years. The Contractor shall have the right to enter local "service" agreements with Participating Public Agencies accessing this contract through OMNIA Partners, so long as the effective date of such local agreements are prior to the expiration of this contract. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed ten (10) years. Any job orders, project agreements, maintenance agreements, or local agreements executed against this contract during the effective term may survive beyond the expiration of this contract as established and agreed to by both parties.

### **2.0 OPTION TO RENEW**

The County may, at its option and with the concurrence of the Contractor, renew the term of this contract up to a maximum of five additional year(s), (or at the County's sole discretion, extend the contract on a month-to-month basis for a maximum of six months after expiration). The Contractor shall be notified in writing by the Office of Procurement Services of the County's intention to renew the contract term at least 60 calendar days prior to the expiration of the original contract term.

### **3.0 CONTRACT COMPLETION**

In preparation for contract completion, the Contractor shall make all reasonable efforts for an orderly transition of its duties and responsibilities to another provider and/or to the County. This may include, but is not limited to, preparation of a transition plan and cooperation with the County or other providers in the transition. The transition includes the transfer of all records and other data in the possession, custody, or control of the Contractor that are required to be provided to the County either by the terms of this agreement or as a matter of law. The provisions of this clause shall survive the expiration or termination of this agreement.

### **4.0 PRICE ADJUSTMENTS**

Any retail offerings are based upon the prices at the time of transaction. Prices are subject to change prior to the completion of a transaction. For non-retail offerings, any requests for reasonable price adjustments must be submitted 60 calendar days prior to contract expiration. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. The

reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey. If County agrees to the adjusted price terms, County shall issue written approval of the change and provide an updated version of the contract. The new change shall not be in effect until the date stipulated on the updated version of the contract.

## 5.0 PAYMENTS

5.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit A – Vendor Information and Pricing or based upon the prices on the completed transactions/orders.

5.2 Payment shall be made upon the County's receipt of a properly completed invoice.

## 5.3 INVOICES

5.3.1 For orders completed using the Contractors invoice account as a form of payment, the Contractor shall submit one legible copy of their detailed invoice based upon those Contractor Account(s) invoicing processes/information before payment(s) will be made. Incomplete invoices may not be processed. The invoice may include the following information:

- Company name, address, and contact information
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Project name and/or number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Contract item number(s)
- Arrival and completion time
- Description of purchase (product or services)
- Pricing per unit of purchase
- Extended price
- Freight (if applicable)
- Mileage with rate (if applicable)
- Total amount due

5.3.2 For orders completed using the Contractors invoice account as a form of payment, Maricopa County Facilities Management invoices may include the following information:

- Company name, address and contact
- County bill-to name and contact information
- Building Name and Building Number
- Contract Serial Number or
- County purchase order number
- Maximo (FMD) service call number
- Invoice number and date
- Date of service or delivery
- Description of Purchase (services performed)
- Pricing per unit of purchase
- Extended price
- Arrival and completion time, if applicable
- Total Amount Due

5.3.3 Problems regarding billing or invoicing shall be directed to the department as listed on the purchase order.

- 5.3.4 Payment shall only be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<https://www.maricopa.gov/5169/Vendor-Information>).
- 5.3.5 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County.
- 5.3.6 EFT payments to the routing and account numbers designated by the Contractor shall include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

5.4 PAYMENT RETENTION (IF REQUIRED BY PROJECT/TASK ORDER)

- 5.4.1 Ten percent of monies paid for project management and project labor earned by Contractor related to work under this contract shall be retained by County until final completion of the services herein described in Exhibit B – Scope of Work. County may elect to release specific retention payments based on mutually agreed milestones, but in no case shall retention be released prior to final completion. All other payment terms and conditions shall not be affected by the retention. In the event of termination or cancellation of this contract by County through no fault of Contractor, Contractor shall be entitled to the refund of any funds in the retention account.
- 5.4.2 The Contractor shall have the right, pursuant to Arizona Revised Statutes (A.R.S.), to submit securities in lieu of retention for all work completed. The Contractor is required to request this option at least 10 business days prior to submission of first application for payment to allow time for preparation of forms. The Contractor shall request and obtain securities forms through County. The County must identify either securities option or retention option prior to first application for payment.

5.5 APPLICABLE TAXES

- 5.5.1 It is the responsibility of the Contractor to determine any and all applicable taxes and include those taxes in their proposal. The legal liability to remit the tax is on the entity conducting business in Arizona. Tax is not a determining factor in contract award.
- 5.5.2 The County will look at the price or offer submitted and will not deduct, add, or alter pricing based on speculation or application of any taxes, nor will the County provide Contractor any advice or guidance regarding taxes. If you have questions regarding your tax liability, seek advice from a tax professional prior to submitting your bid. You may also find information at <https://www.azdor.gov/Business.aspx>. Once your bid is submitted, the offer is valid for the time specified in this solicitation, regardless of mistake or omission of tax liability. If the County finds overpayment of a project due to tax consideration that was not due, the Contractor will be liable to the County for that amount, and by contracting with the County agrees to remit any overpayments back to the County for miscalculations on taxes included in a bid price.
- 5.5.3 Tax Indemnification: Contractor and all subcontractors shall pay all Federal, State, and local taxes applicable to their operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to, hold Maricopa County harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal and/or State and local laws and regulations, and any other costs including: transaction privilege taxes,

unemployment compensation insurance, Social Security, and workers' compensation. Contractor may be required to establish, to the satisfaction of County, that any and all fees and taxes due to municipality or the State of Arizona for any license or transaction privilege taxes, use taxes, or similar excise taxes are currently paid (except for matters under legal protest).

5.6 TAX (SERVICES)

No tax shall be invoiced or paid against Contractor's labor. It is the responsibility of the Contractor to determine any and all applicable taxes and include the cost in the proposal price.

5.7 TAX (COMMODITIES)

Tax shall not be invoiced against Contractor's labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.

6.0 AVAILABILITY OF FUNDS

6.1 The provisions of this contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this contract. County shall keep the Contractor fully informed as to the availability of funds.

6.2 If any action is taken by, any State agency, Federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this section, at least 10 days in advance.

7.0 STRATEGIC ALLIANCE FOR VOLUME EXPENDITURES (SAVE)

The County is a member of the SAVE cooperative purchasing group. SAVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the SAVE Cooperative Purchasing Agreement, and with the concurrence of the successful respondent under this solicitation, a member of SAVE may access a contract resulting from a solicitation issued by the County. If contractor does not want to grant such access to a member of SAVE, state so in contractor's bid. In the absence of a statement to the contrary, the County will assume that contractor does wish to grant access to any contract that may result from this bid. The County assumes no responsibility for any purchases by using entities.

8.0 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPAs)

County currently holds ICPAs with numerous governmental entities. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County contract. It is the responsibility of the non-County government entity to perform its own due diligence on the acceptability of the contract under its applicable procurement rules, processes, and procedures. Certain governmental agencies may not require an ICPA or are a member registered with OMNIA and may utilize this contract if it meets their individual requirements. Other governmental agencies may enter into a separate Statement of Work with the Contractor to meet their own requirements. The County is not a party to any uses of this contract by other governmental entities.

9.0 VOLUNTARY EMPLOYEE DISCOUNTS

- 9.1 Contractors may voluntarily offer discounts to County employees for products or services provided under this contract. Whether a Contractor offers or does not offer an employee discount is not a factor considered in the evaluation of responses to this solicitation.
- 9.2 Any discount offered is part of a commercial transaction between the Contractor and individual County employees and the County is not a party to the transaction. Any disputes or issues arising from an individual commercial transaction between the Contractor and an individual County employee is a matter between the Contractor and the employee. If a discount is offered, the terms will be announced to County employees.

## 10.0 DUTIES

The Contractor shall perform all duties stated in Exhibit B – Scope of Work, or as otherwise directed in writing by the procurement officer.

## 11.0 TERMS AND CONDITIONS

### 11.1 INDEMNIFICATION AND LIMITATION OF LIABILITY

To the fullest extent permitted by law, and to the extent that claims, damages, losses, or expenses are not covered and paid by insurance purchased by the contractor, the contractor shall defend, indemnify, and hold harmless the County (as Owner), its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from, the negligence or willful misconduct of the contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable relating to the performance of this contract.

11.1.1 Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment of, or destruction of tangible property, including loss of use resulting therefrom, caused by gross negligence or willful misconduct, or mistakes in the performance of this contract, but only to the extent caused by the gross negligence or willful misconduct of the contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

11.1.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this section.

11.1.3 The scope of this indemnification does not extend to the sole negligence of County.

11.1.4 NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, EXEMPLARY, MORAL, OR CONSEQUENTIAL DAMAGES, EXPENSES, COST, PROFITS, LOST SAVINGS OR EARNINGS, LOST OR CORRUPTED DATA, OR OTHER LIABILITY ARISING OUT OF OR RELATED TO THIS CONTRACT.

### 11.2 INSURANCE

11.2.1 Contractor, at Contractor's own expense, shall purchase and maintain, at a minimum, the herein stipulated insurance from a company or companies duly licensed by the State of Arizona and possessing an AM Best, Inc. category rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in

the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

- 11.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this contract.
- 11.2.3 In the event that the insurance required is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this contract and either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this contract is completed.
- 11.2.4 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 11.2.5 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 11.2.6 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 11.2.7 The insurance policies required by this contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials, and employees as additional insureds.
- 11.2.8 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials, and employees for any claims arising out of Contractor's work or service.
- 11.2.9 If available, the insurance policies required by this contract may be combined with Commercial Umbrella Insurance policies to meet the minimum limit requirements. If a Commercial Umbrella insurance policy is utilized to meet insurance requirements, the Certificate of Insurance shall indicate which lines the Commercial Umbrella Insurance covers.

11.2.9.1 Commercial General Liability

Commercial General Liability (CGL) insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

11.2.9.2 Automobile Liability

Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the premises under this contract.

11.2.9.3 Workers' Compensation

11.2.9.3.1 Workers' compensation insurance to cover obligations imposed by Federal and State statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

11.2.9.3.2 Contractor, its subcontractors, and sub-subcontractors waive all rights against this contract and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and Employer's Liability or Commercial Umbrella Liability insurance obtained by Contractor, its subcontractors, and its sub-subcontractors pursuant to this contract.

11.2.9.4 Errors and Omissions/Professional Liability Insurance

Errors and Omissions (Professional Liability) insurance which will insure and provide coverage for errors or omissions or professional liability of the contractor, with limits of no less than \$2,000,000 for each claim.

11.2.10 Certificates of Insurance

11.2.10.1 Prior to contract award, Contractor shall furnish the County with valid and complete Certificates of Insurance, or formal endorsements as required by the contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this contract are in full force and effect. Such certificates shall identify this contract number and title.

11.2.10.2 In the event any insurance policy(ies) required by this contract is (are) written on a claims-made basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual certificates of insurance.

11.2.10.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County 15 calendar days prior to the expiration date.

11.2.10.4 Certificates of Insurance shall identify Maricopa County as the certificate holder as follows:

Maricopa County  
c/o Risk Management  
301 W Jefferson St, Suite 910  
Phoenix, AZ 85003

### 11.2.11 Cancellation and Expiration Notice

Applicable to all insurance policies required within the insurance requirements of this contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without 30 days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within two business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed, or hand delivered to 301 W. Jefferson, Suite 700, Phoenix, AZ 85003, or emailed to the procurement officer noted in the solicitation.

11.2.12 Notwithstanding anything to the contrary contained herein, Contractor shall have the right to self-insure part or all of any of the insurance it is required to maintain hereunder in its sole discretion so long as Contractor maintains a net worth of not less than one hundred million (\$100,000,000) dollars. Such net worth shall be documented to County and County shall be advised in writing in the event such net worth requirement is not met. In the event that Contractor elects to self-insure all or any part of any risk that would be insured under the policies and limits described herein, and an event occurs where insurance proceeds would have been available but for the election to self-insure, Contractor shall make funds available to the same extent that they would have been available had such insurance policy been carried, unless specifically provided to the contrary herein.

### 11.3 BOND REQUIREMENT (IF REQUIRED BY PROJECT/TASK ORDER)

11.3.1 If requested for an individual order and concurrently with the submittal of the proposal associated with the order, the Contractor shall furnish the Contracting Agency the following bonds, which shall become binding upon the award of the contract to the Contractor.

11.3.1.1 A performance bond equal to the full contract amount (\$\_\_\_\_\_ or as specified) conditioned upon the faithful performance of the contract in accordance with plans, specifications, and conditions thereof. Such bond shall be solely for the protection of the contracting agency awarding the contract.

11.3.1.2 A payment bond equal to the full contract amount (\$\_\_\_\_\_ or as specified) solely for the protection of claimants supplying labor and materials to the Contractor or his subcontractors in the prosecution of the work provided for in such contract.

11.3.2 Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover, as a part of his judgment, such reasonable attorney's fees as may be fixed by a judge of the court.

11.3.3 Each bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the contracting agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the power of attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the contracting agency, as currently listed in the most recent Best Key Rating Guide, published by the AM Best Company.

11.4 FORCE MAJEURE

11.4.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this contract, if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes include, but are not limited to, acts of God/nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, and interruption or failure of electricity or telecommunication service, and pandemic.

11.4.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

11.4.3 The party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

11.5 ORDERING AUTHORITY

Any request for purchase shall be accompanied by a valid purchase order issued by a County department or directed by a Certified Agency Procurement Aid (CAPA) with a purchase card for payment.

11.6 PROCUREMENT CARD ORDERING CAPABILITY

County may opt to use a procurement card (Visa or Master Card) to make payment for orders under this contract.

11.7 NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION

This contract does not guarantee any minimum or maximum purchases will be made. Orders will only be placed under this contract when the County identifies a need and proper authorization and documentation have been approved.

11.8 PURCHASE ORDERS (PURCHASE ORDERS NEED TO BE ACCOMPANIED BY A FORM OF PAYMENT)

11.8.1 County reserves the right to cancel purchase orders within a reasonable period of time after issuance. Should a purchase order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the purchase order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, or for shipment of product prior to issuance of purchase order.

11.8.2 Contractor agrees to accept verbal notification of cancellation of purchase orders from the County procurement officer with written notification to follow. Contractor specifically acknowledges to be bound by this cancellation policy.

11.9 BACKGROUND CHECK

Respondents may be required to pass multiple background checks (e.g. Sheriff's Office, County Attorney's Office, Courts, as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to, but is not limited to, the company, subcontractors, and employees, and the failure to pass these checks shall deem the respondent non-responsible. Maricopa County may accept the Contractors background check processes.

11.10 SUSPENSION OF WORK

The procurement officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the procurement officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

11.11 STOP WORK ORDER

11.11.1 The procurement officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 calendar days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 calendar days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the procurement officer shall either:

11.11.1.1 cancel the stop work order; or

11.11.1.2 terminate the work covered by the order as provided in the Termination for Default or the Termination for Convenience clause of this contract.

11.11.1.3 The procurement officer may make an equitable adjustment in the delivery schedule and/or contract price, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor

11.12 TERMINATION FOR CONVENIENCE

Maricopa County may terminate the resultant contract for convenience by providing 30 calendar days advance notice to the Contractor.

11.13 TERMINATION FOR DEFAULT

11.13.1 The County may, by written Notice of Default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

11.13.1.1 deliver the supplies or to perform the services within the time specified in this contract or any extension;

11.13.1.2 make progress, so as to endanger performance of this contract; or

11.13.1.3 perform any of the other provisions of this contract.

11.13.2 The County's right to terminate this contract under these subparagraphs may be exercised if the Contractor does not cure such failure within 10 business days (or more if authorized in writing by the County) after receipt of a Notice to Cure from the procurement officer specifying the failure.

#### 11.14 PERFORMANCE

It shall be the Contractor's responsibility to meet the proposed performance requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to perform, and any price differential will be charged against the Contractor.

#### 11.15 CONTRACTOR EMPLOYEE MANAGEMENT

11.15.1 Contractor shall endeavor to maintain the personnel proposed in their proposal throughout the performance of this contract.

11.15.2 If Contractor personnel's employment status changes, Contractor shall provide County a list of proposed replacements with equivalent or greater experience.

11.15.3 Under no circumstances shall the implementation schedule to be impacted by a personnel change on the part of the Contractor.

11.15.4 Contractor shall not reassign any key personnel identified in their proposal without the express consent of the County.

11.15.5 County reserves the right to immediately remove from its premises any Contractor personnel it determines to be a risk to County operations.

11.15.6 County reserves the right to request the replacement of any Contractor personnel at any time, for any reason.

#### 11.16 WARRANTY OF SERVICES

11.16.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the contract, including all descriptions, specifications, and attachments made a part of this contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

11.16.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this contract in the manner and to the same extent as services originally furnished hereunder.

11.16.3 **DISCLAIMER OF WARRANTIES FOR PRODUCTS. COUNTY'S SOLE AND EXCLUSIVE WARRANTY FOR PRODUCTS, IF ANY, IS THAT PROVIDED BY THE PRODUCT MANUFACTURER. CONTRACTOR DISCLAIMS ALL EXPRESSED, IMPLIED OR STATUTORY WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE LANGUAGE OF THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT.**

#### 11.17 INSPECTION OF SERVICES

11.17.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this contract. Complete records of all

inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the contract requires.

11.17.2 County has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. County shall perform inspections and tests in a manner that will not unduly delay the work.

11.17.3 If prior to completion of an order any of the services required by that order do not conform to contract requirements, County may require the Contractor to perform the services again in conformity with contract requirements, at no cost to the County. When the defects in services cannot be corrected by re-performance, County may:

11.17.3.1 require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

11.17.3.2 reduce the contract price to reflect the reduced value of the services performed.

11.17.4 If the Contractor fails to promptly perform the services again as provided by Section 11.17.3 or to take the necessary action to ensure future performance in conformity with contract requirements, County may:

11.17.4.1 by contract or otherwise, perform the services and charge to the Contractor, through direct billing or through payment reduction, any cost incurred by County that is directly related to the performance of such service; or

11.17.4.2 terminate the contract for default.

#### 11.18 USAGE REPORT

The Contractor shall furnish the County a usage report, upon request, delineating the acquisition activity governed by the contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit of measure.

#### 11.19 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST

Notice is given that, pursuant to A.R.S. § 38-511, the County may cancel any contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County is at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the contract with respect to the subject matter of the contract. Additionally, pursuant to A.R.S. § 38-511, the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

#### 11.20 OFFSET FOR DAMAGES

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

#### 11.21 SUBCONTRACTING

11.21.1 The Contractor may not assign to another Contractor or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the bid serial number and identify the job or project. The County hereby consents to Contractor's subcontracting work to Authorized Service Providers under contract with Contractor.

11.21.2 The subcontractor's rate for the job shall not exceed that of the prime Contractor's rate, as bid in the pricing section, unless the prime Contractor is willing to absorb any higher rates, or the County has approved the increase. The subcontractor's invoice shall be invoiced directly to the prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the subcontractor's invoice must accompany the prime Contractor's invoice.

#### 11.22 AMENDMENTS

All amendments to this contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

#### 11.23 ADDITIONS/DELETIONS OF REQUIREMENTS

The County reserves the right to add and/or delete materials and services to a contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials or services are required from a contract, prices for such additions will be negotiated between the Contractor and the County.

#### 11.24 RIGHTS IN DATA

11.24.1 The County shall have the use of data and reports resulting from a contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a contract and to the performance thereunder.

11.24.2 Data, records, reports, and all other information generated for the County by a third party as the result of a contract are the property of the County and shall be provided in a format designated by the County or shall be and remain accessible to the County into perpetuity.

#### 11.25 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW

11.25.1 In accordance with Section MC1-372 of the Maricopa County Procurement Code, the Contractor agrees to retain (physical or digital copies of) all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this contract for six years after final payment or until after the resolution of any audit questions, which could be more than six years, whichever is longest. The County, Federal or State auditors and any other persons duly authorized by the department shall have full access to and the right to examine, copy, and make use of, any and all said materials.

11.25.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

11.26 AUDIT DISALLOWANCES

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check, or a deduction from current invoices submitted by the Contractor equal to the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

11.27 STRICT COMPLIANCE

Acceptance by County of a performance that is not in strict compliance with the terms of the contract shall not be deemed to be a waiver of strict compliance with respect to all other terms of the contract.

11.28 VALIDITY

The invalidity, in whole or in part, of any provision of this contract shall not void or affect the validity of any other provision of the contract.

11.29 SEVERABILITY

The removal, in whole or in part, of any provision of this contract shall not void or affect the validity of any other provision of this contract.

11.30 RELATIONSHIPS

11.30.1 In the performance of the services described herein, the Contractor shall act solely as an independent Contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

11.30.2 The County reserves the right of final approval on proposed staff. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless a different time period was previously approved by the County.

11.31 NON-DISCRIMINATION

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09, including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive Order 99-4 and amends Executive Order 75-5 and is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, contractor shall not discriminate against any employee, client, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability, or national origin. (Arizona Executive Order 2009-09 can be viewed at [https://apps.azsos.gov/public\\_services/register/2009/46/governor.pdf](https://apps.azsos.gov/public_services/register/2009/46/governor.pdf))

11.32 WRITTEN CERTIFICATION PURSUANT to A.R.S. § 35-393.01

If vendor engages in for-profit activity and has 10 or more employees, and if this agreement has a value of \$100,000 or more, vendor certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

11.33 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

11.33.1 The undersigned (authorized official signing on behalf of the Contractor) certifies to the best of his or her knowledge and belief that the Contractor, its current officers, and directors:

11.33.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from being awarded any contract or grant by any United States department or agency or any state, or local jurisdiction;

11.33.1.2 have not within a three-year period preceding this contract:

11.33.1.2.1 been convicted of fraud or any criminal offense in connection with obtaining, attempting to obtain, or as the result of performing a government entity (Federal, State or local) transaction or contract; or

11.33.1.2.2 been convicted of violation of any Federal or State antitrust statutes or conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property regarding a government entity transaction or contract;

11.33.1.3 are not presently indicted or criminally charged by a government entity (Federal, State or local) with commission of any criminal offenses in connection with obtaining, attempting to obtain, or as the result of performing a government entity public (Federal, State or local) transaction or contract;

11.33.1.4 are not presently facing any civil charges from any governmental entity regarding obtaining, attempting to obtain, or from performing any governmental entity contract or other transaction; and

11.33.1.5 have not within a three-year period preceding this contract had any public transaction (Federal, State or local) terminated for cause or default.

11.33.2 If any of the above circumstances described in the paragraph are applicable to the entity submitting a bid for this requirement, include with your bid an explanation of the matter including any final resolution.

11.33.3 The Contractor shall include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors or sub-subcontractors) and in all solicitations for lower tier covered transactions related to this contract. If this clause is applicable to a subcontractor or sub-subcontractor, the Contractor shall include the information required by this clause with their bid.

11.34 VERIFICATION REGARDING COMPLIANCE WITH A.R.S. § 41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS

11.34.1 By entering into the contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using E-Verify) or all other Federal immigration laws and regulations related to the immigration status of its employees and A.R.S. § 23-214(A). The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the procurement officer upon request. These warranties shall remain in effect through the term of the contract. The Contractor and its subcontractors shall also maintain Employment Eligibility

Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the contract and verify employee compliance using the E-Verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at [www.uscis.gov](http://www.uscis.gov).

11.34.2 The County retains the legal right to inspect documents of Contractor and subcontractor employees performing work under this contract to verify compliance with paragraph 11.34.1 of this section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

11.35 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS

11.35.1 The parties agree that this contract and employees working on this contract will be subject to the Contractor employee whistleblower protections established by Title 41 U.S.C. § 4712 and Section 3.908 of the Federal Acquisition Regulation.

11.35.2 Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in Section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by Contractor and copies provided to County upon request.

11.35.3 Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts over the simplified acquisition threshold (\$250,000 as of fiscal year 2018).

11.36 CONTRACTOR LICENSE REQUIREMENT

11.36.1 The Contractor shall procure all permits, insurance, and licenses, and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any requirements, by any and all governmental or non-governmental entities as mandated to maintain compliance with and remain in good standing. The Contractor shall keep fully informed of existing and future trade or industry requirements, and Federal, State, and local laws, ordinances, and regulations which in any manner affect the fulfillment of a contract and shall comply with the same. Contractor shall immediately notify both the Office of Procurement Services and the department of any and all changes concerning permits, insurance, or licenses.

11.36.2 Contractor furnishing finished products, materials, or articles of merchandise that will require installation or attachment as part of the contract shall possess any licenses required. Contractor is not relieved of its obligation to obtain and possess the required licenses by subcontracting of the labor portion of the contract. Contractors are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, to ascertain licensing requirements for a particular contract. Contractor shall identify which license(s), if any, the Registrar of Contractors requires for performance of the contract.

11.37 INFLUENCE

11.37.1 As prescribed in MC1-1203 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for disbarment or suspension under MC1-902.

11.37.2 An attempt to influence includes, but is not limited to:

11.37.2.1 A person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type of valuable contribution or subsidy that is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

11.37.3 If a person attempts to influence any employee or agent of Maricopa County, the chief procurement officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

#### 11.38 CONFIDENTIAL INFORMATION

11.38.1 Any information obtained in the course of performing this contract may include information that is proprietary or confidential to the County. This provision establishes the Contractor's obligation regarding such information.

11.38.2 The Contractor shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the County or from others in carrying out its functions (services) under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. The Contractor's procedures and controls, at a minimum, must be the same procedures and controls it uses to protect its own proprietary or confidential information. If, at any time during the duration of the contract, the County determines that the procedures and controls in place are not adequate, the Contractor shall institute any new and/or additional measures requested by the County within 15 business days of the written request to do so.

11.38.3 Any requests to the Contractor for County proprietary or confidential information shall be referred to the County for review and approval, prior to any dissemination.

#### 11.39 PUBLIC RECORDS

Under Arizona law, all offers submitted and opened are public records and must be retained by the County at the Maricopa County Office of Procurement Services. Offers shall be open to public inspection and copying after contract award and execution, except for such offers or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services. If an offeror believes that information in its offer or any resulting contract should not be released in response to a public record request, under Arizona law, the offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The records manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

#### 11.40 INTEGRATION

This contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, expressed, or implied.

11.41 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this contract, the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 *et seq.*

11.42 GOVERNING LAW

This contract shall be governed by the laws of the State of Arizona. Venue for any actions or lawsuits involving this contract will be in Maricopa County Superior Court, Phoenix, Arizona.

11.43 FORCED LABOR

11.43.1 By submitting a bid for this solicitation and/or entering into a contract as a result of this solicitation, contractor agrees to comply with all applicable portions of Arizona Revised Statutes Section 35-394. Contracting; procurement; prohibition; written certification; remedy; termination; exception; definitions.

11.43.2 Contractor certifies that it does not currently, and agrees for the duration of the contract, that it will not use:

11.43.2.1 The forced labor of ethnic Uyghurs in the People's Republic of China.

11.43.2.2 Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

11.43.2.3 Any contractors, subcontractors or suppliers that use the forced labor or any good or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

11.43.3 If contractor becomes aware during the term of the agreement that contractor is not in compliance with this paragraph, the contractor shall notify the County within five business days after becoming aware of the noncompliance. If the contractor fails to provide a written certification to the County that the contractor has remedied the noncompliance within 180 days after notifying the County of its noncompliance, then the agreement terminates, except that if the agreement termination date occurs before the end the 180 day period, the agreement terminates on the agreement termination date.

11.44 PRICES

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other similar customer for these or similar services under similar terms.

11.45 ORDER OF PRECEDENCE

In the event of a conflict in the provisions of this contract and Contractor's license agreement, if applicable, the terms of this contract shall prevail.

11.46 UNIQUE ENTITY IDENTIFIER (UEI) AND SYSTEM FOR AWARD MANAGEMENT REGISTRATION

All contractors that receive funding must have a UEI number through <https://sam.gov/content/entity-registration>. Contractor must also remain maintain current information and active registration with the System for Award Management ([www.sam.gov](http://www.sam.gov)) throughout the term of the contract.

11.47 RELIGIOUS ACTIVITIES

The contractor agrees that costs, planned or claimed, including costs incurred, shall not include any expense for any religious activity.

11.48 POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services contributed by the County or the contractor under the agreement shall be used in the performance of this agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

11.49 EQUAL EMPLOYMENT OPPORTUNITY

11.49.1 The contractor shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. The contractor shall take affirmative action to ensure applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex, or national origin. Such action shall include but is not limited to the following: employment, upgrading, demotion or transfer, recruitment, or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

11.49.2 Contractor shall comply with the following provisions:

11.49.2.1 Title VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, et seq.);

11.49.2.2 The Rehabilitation Act of 1973, as amended (29 U.S.C. § 701, et seq.);

11.49.2.3 The Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621, et seq.);

11.49.2.4 The Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, et seq.); and Arizona Executive Order 2009-09, as amended, et seq. which mandates that all persons shall have equal access to employment opportunities.

11.49.2.5 Contractor understands that the United States has the right to seek judicial enforcement of this assurance.

11.50 CERTIFICATION REGARDING LOBBYING

11.50.1 Contractor certifies, to the best of their knowledge and belief, that:

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

11.50.2 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, member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

11.50.3 Contractor shall include Lobbying Certification language in the award documents for all subcontractors (including sub-grants, and contract under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

11.50.3.1 The Lobbying Certification is a material representation of fact upon which reliance was placed when this transaction is made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any successful proposer(s) who fail to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

#### 11.51 CLEAN AIR ACT & CLEAN WATER ACT

Contractor must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7606), section 508 of the Clean Water Act (33 U.S.C. 1368) Executive Order 11738, and Environmental Protection Agency regulations.

#### 11.52 ENERGY POLICY AND CONSERVATION ACT

Contractor must adhere to the 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 (Pub. L. 94-163, 89 Stat.871).

#### 11.53 CONTRACT DISPUTES

All Contract disputes will be handled in accordance with the Maricopa County Procurement Code, MCI-906

#### 11.54 INCORPORATION OF DOCUMENTS

11.54.1 The following are to be attached to and made part of this Contract:

11.54.1.1 Exhibit A – Vendor Information and Pricing

11.54.1.2 Exhibit B – Scope of Work

#### 11.55 NOTICES

All notices given pursuant to the terms of this contract shall be addressed to:

For County:

Maricopa County  
Office of Procurement Services  
301 W. Jefferson St. Suite 700  
Phoenix, Arizona 85003-1647

For Contractor:

Home Depot U.S.A., Inc.

2455 Paces Ferry Road  
Alanta, GA 30339

11.56 INQUIRIES

11.56.1 Administrative telephone/email inquiries shall be addressed to:

KENDALL SMALL, PROCUREMENT OFFICER  
TELEPHONE: (602) 506-6271  
Kendall.small@maricopa.gov

11.56.2 Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

IN WITNESS WHEREOF, this contract is executed on the date set forth above.

CONTRACTOR

Chip Devine  
AUTHORIZED SIGNATURE

Chip Devine, Senior Vice President, Pro Sales  
PRINTED NAME AND TITLE

2455 Paces Ferry Road Atlanta, GA 30339  
ADDRESS

Jan 22, 2026  
DATE

MARICOPA COUNTY

[Signature]  
CHAIR, BOARD OF SUPERVISORS

FEB 11 2026  
DATE

ATTESTED:

[Signature]  
CLERK OF THE BOARD

FEB 11 2026  
DATE

APPROVED AS TO FORM:

Nikolaus G. Decker  
DEPUTY COUNTY ATTORNEY

01/29/2026  
DATE

## EXHIBIT A: VENDOR INFORMATION AND PRICING

COMPANY NAME:	Home Depot U.S.A., Inc.
DOING BUSINESS AS (dba):	
MAILING ADDRESS:	2455 Paces Ferry Road Atlanta, GA 30339
REMIT TO ADDRESS:	Local store at time of transaction. Home Depot House Account invoice accounts remittance address is:  The Home Depot, Inc. 320 Interstate N Pkwy, Floor 2 Atlanta, GA 30339
TELEPHONE NUMBER:	866-589-0690
WWW ADDRESS:	<a href="http://www.homedepot.com">www.homedepot.com</a>
CONTACT NAME:	Richard Nyberg
CONTACT TELEPHONE NUMBER:	866-589-0690
CONTACT EMAIL ADDRESS:	<a href="mailto:Richard_nyberg@homedepot.com">Richard_nyberg@homedepot.com</a>
UNIQUE ENTITY IDENTIFIER (UEI)	SKLZTKFDLP56

	<u>YES</u>	<u>NO</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	X	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	X	

NET 30

### 1.0 PRICING

<b>WHOLESALE CATALOG DISCOUNT BY CATEGORY</b>	
What is the annual issue date of your catalog?	Not applicable
Do you offer a rebate in lieu of a discount?	Yes
Potential annual rebates based upon program tracked spend as follows:	
<ul style="list-style-type: none"> <li>• At least \$10,000 to \$25,000 Annual Net Sales (Pretax) = 1% Rebate</li> <li>• At least \$25,000 to \$100,000 Annual Net Sales (Pretax) = 2% Rebate</li> <li>• Over \$100,000 Annual Net Sales (Pretax) = 5% Rebate</li> </ul>	

CATEGORY 1	APPLIANCES	MINIMUM PERCENTAGE DISCOUNT FROM LIST PRICE
		Potential variable discounts by product category based upon Home Depot ProXtra Preferred Pricing
CATEGORY 2	BUILDING MATERIALS	MINIMUM PERCENTAGE DISCOUNT FROM LIST PRICE
		Potential variable discounts by product category based upon Home Depot ProXtra Preferred Pricing
CATEGORY 3	HARDWARE	MINIMUM PERCENTAGE DISCOUNT FROM LIST PRICE
		Potential variable discounts by product

		category based upon Home Depot ProXtra Preferred Pricing
<b>CATEGORY 4</b>	<b>HVAC</b>	<b>MINIMUM PERCENTAGE DISCOUNT FROM LIST PRICE</b>
		Potential variable discounts by product category based upon Home Depot ProXtra Preferred Pricing
<b>CATEGORY 5</b>	<b>KITCHEN AND BATH CABINETS</b>	<b>MINIMUM PERCENTAGE DISCOUNT FROM LIST PRICE</b>
		Potential variable discounts by product category based upon Home Depot ProXtra Preferred Pricing
<b>CATEGORY 6</b>	<b>JANITORIAL SERVICES</b>	<b>MINIMUM PERCENTAGE DISCOUNT FROM LIST PRICE</b>
		Potential variable discounts by product category based upon Home Depot ProXtra Preferred Pricing
<b>CATEGORY 7</b>	<b>LANDSCAPING EQUIPMENT AND SUPPLIES</b>	<b>MINIMUM PERCENTAGE DISCOUNT FROM LIST PRICE</b>
		Potential variable discounts by product category based upon Home Depot ProXtra Preferred Pricing
<b>CATEGORY 8</b>	<b>MOTORS/PUMPS</b>	<b>MINIMUM PERCENTAGE DISCOUNT FROM LIST PRICE</b>
		Potential variable discounts by product category based upon Home Depot ProXtra Preferred Pricing
<b>CATEGORY 9</b>	<b>PAINTS AND COATINGS</b>	<b>MINIMUM PERCENTAGE DISCOUNT FROM LIST PRICE</b>
		Participants will be placed in top tier ProXtra Preferred Pricing for liquid paints of our Gold tier 20% off liquid paints
<b>CATEGORY 10</b>	<b>PLUMBING</b>	<b>MINIMUM PERCENTAGE DISCOUNT FROM LIST PRICE</b>
		Potential variable discounts by product category based upon Home Depot ProXtra Preferred Pricing
<b>CATEGORY 11</b>	<b>POOL SUPPLIES</b>	<b>MINIMUM PERCENTAGE DISCOUNT FROM LIST PRICE</b>
		Potential variable discounts by product category based upon Home Depot ProXtra Preferred Pricing
<b>CATEGORY 12</b>	<b>TOOLS, HAND-HELD, AND GENERAL PURPOSE</b>	<b>MINIMUM PERCENTAGE DISCOUNT FROM LIST PRICE</b>
		Potential variable discounts by product category based upon Home Depot ProXtra Preferred Pricing
<b>CATEGORY 13</b>	<b>TOOLS, POWER TYPE</b>	<b>MINIMUM PERCENTAGE DISCOUNT FROM LIST PRICE</b>
		Potential variable discounts by product

		category based upon Home Depot ProXtra Preferred Pricing
<b>CATEGORY 14</b>	<b>FLOORING AND WINDOW COVERINGS</b>	<b>MINIMUM PERCENTAGE DISCOUNT FROM LIST PRICE</b>
		Potential variable discounts by product category based upon Home Depot ProXtra Preferred Pricing
<b>CATEGORY 15</b>	<b>HOSPITALITY</b>	<b>MINIMUM PERCENTAGE DISCOUNT FROM LIST PRICE</b>
		Potential variable discounts by product category based upon Home Depot ProXtra Preferred Pricing
<b>CATEGORY 16</b>	<b>WATER AND WASTEWATER TREATMENT</b>	<b>MINIMUM PERCENTAGE DISCOUNT FROM LIST PRICE</b>
		Potential variable discounts by product category based upon Home Depot ProXtra Preferred Pricing
<b>CATEGORY 17</b>	<b>MISCELLANEOUS</b>	<b>MINIMUM PERCENTAGE DISCOUNT FROM LIST PRICE</b>
		Potential variable discounts by product category based upon Home Depot ProXtra Preferred Pricing
<b>CATEGORY 18</b>	<b>IN STORE SERVICES</b>	<b>MINIMUM PERCENTAGE DISCOUNT FROM LIST PRICE</b>
		N/A
<b>CATEGORY 19</b>	<b>INDUSTRIAL PRODUCTS/SERVICES</b>	<b>MINIMUM PERCENTAGE DISCOUNT FROM LIST PRICE</b>
		Potential variable discounts by product category based upon Home Depot ProXtra Preferred Pricing

<b>COST PLUS SALES</b>	<b>PROPOSED MARKUP</b>
ANY PRODUCT THAT IS SOLD AS COST PLUS A MARKUP CANNOT EXCEED A MARKUP OF FIVE (5) PERCENT.	Not applicable

## **EXHIBIT B: SCOPE OF WORK**

### **1.0 INTRODUCTION**

- 1.1 Maricopa County (County) has entered into an agreement with OMNIA Partners, Public Sector, Inc., a Delaware corporation (OMNIA Partners) to make this contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (Public Agencies), through OMNIA Partners' cooperative purchasing program. Maricopa County is acting as the contracting agency for any other Public Agency that elects to utilize the resulting contract. Use of the contract by any Public Agency is preceded by their registration with OMNIA Partners (Participating Public Agency) and to use the contract, any such Participating Public Agency agrees that it is registered or shall register with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, or as otherwise agreed to.
- 1.2 OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners' public sector subsidiaries and affiliates, the participants have access to competitively solicited and publicly awarded cooperative agreements. For all public sector contracts, the lead agency contracting process continues to be the foundation on which we were established. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.
- 1.3 OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing and sales commitments from the contractor OMNIA Partners provides marketing and administrative support for the contractor that directly promotes the contractor products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The contractor benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the contractor's need to respond to additional competitive solicitations. As such, the contractor must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide contractor and respond to the OMNIA Partners documents.

### **2.0 INTENT**

- 2.1 The intent of this Request for Proposal (RFP) is to receive responses from qualified contractors who can provide maintenance, repair, operating (MRO) supplies, industrial supplies in a retail and wholesale environment, and related products and services (Products and Services) to meet the County's and Participating Public Agencies various needs.
  - 2.1.1 Respondents may provide their complete balance of line including their full product and service catalog as part of their response.
  - 2.1.2 Responses shall be for MRO supplies and related products and services or industrial supplies and related products and services. Respondents are not required to respond to both categories.
  - 2.1.3 Responses for only the Products and Services shall be deemed non-responsive.
- 2.2 Respondents should have a strong national presence for a vast array of supplies and equipment necessary for maintenance and repair in residential, commercial and industrial environments for use by various public entities nationwide.

## 2.3 OBJECTIVES

- 2.3.1 Provide a comprehensive competitively solicited contract offering MRO supplies, industrial supplies, and related products and services to Participating Public Agencies nationwide;
  - 2.3.2 Establish the contract as a contractor(s) primary offering to Participating Public Agencies;
  - 2.3.3 Achieve cost savings for contractor(s) and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;
  - 2.3.4 Combine the volumes of Participating Public Agencies to achieve cost effective pricing;
  - 2.3.5 Reduce the administrative and overhead costs of contractor(s) and Participating Public Agencies through state-of-the-art ordering and delivery systems;
  - 2.3.6 Provide Participating Public Agencies with environmentally responsible Products and Services.
- 2.4 Other governmental entities under agreement with Maricopa County (County) may have access to services provided hereunder.
- 2.5 Maricopa County reserves the right to award this contract to multiple vendors. The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.
- 2.6 Contractor reserves the right to enter local service agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the contract's expiration date.
- 2.6.1 All local service agreements may have a full potential term (any combination of initial and renewal periods) not to exceed 10 years.
  - 2.6.2 Any job orders, project agreements, maintenance agreements, or local service agreements executed against the contract during the effective term may survive beyond the expiration of the contract as established and agreed to by both parties.

## 3.0 SCOPE OF WORK

- 3.1 Contractor shall have experience providing MRO supplies, industrial supplies, and related products and services including but not limited to:
  - 3.1.1 MRO Supplies and Related Services
    - 3.1.1.1 A complete and comprehensive offering of wholesale and/or retail MRO supplies such as appliances, building materials, hardware, HVAC, kitchen and bath cabinets, janitorial supplies, landscaping equipment and supplies, motors, pumps, paints and coatings, plumbing, pool chemicals and supplies, hand-held general-purpose tools, power tools, flooring, window coverings, and any other miscellaneous MRO supplies offered by contractor.
    - 3.1.1.2 In addition, a complete range of services available through the contractor such as, but not limited to, installation, renovation services, repair

services, training services and any other related services offered by contractor.

3.1.2 Industrial Supplies and Related Services – Reserved

3.1.3 Related Products and Services

3.1.3.1 Any additional products, services, or solutions offered by contractor.

3.1.3.2 Services may include replacements, upgrades, remodeling, and product, turnkey and major category installations.

3.1.3.3 Services performed shall be non-structural in nature.

3.1.3.4 Products used in performing these services shall be procured under the awarded contract, at contract prices.

3.1.3.5 Services may be required in the residential and commercial environments and may be any of the following (non-inclusive):

3.1.3.5.1 Roofing, gutters, downspouts

3.1.3.5.2 HVAC

3.1.3.5.3 Plumbing

3.1.3.5.4 Electrical

3.1.3.5.5 Exterior decks, patios and porches

3.1.3.5.6 Exterior siding

3.1.3.5.7 Windows and doors

3.1.3.5.8 Interior/exterior painting

3.1.3.5.9 Weatherization (storm windows/doors, insulation, weather stripping)

3.1.3.5.10 ADA Improvements

3.1.3.6 These services may be required in the industrial environment and may be any of the following (non-inclusive):

3.1.3.6.1 Hose fabrication

3.1.3.6.2 Hydraulic repairs

3.1.3.6.3 Gearbox repairs

3.1.3.6.4 Conveyor system repairs

3.1.3.6.5 Vulcanizing

3.1.3.6.6 Rubber fabrication

3.2 Service Providers (Labor)

- 3.2.1 Contractor shall serve as the single point of contact between County (or Participating Public Agencies) and service providers.
- 3.2.2 Contractor shall verify that all service providers are fully licensed for the type of work being performed in the respective state(s).
- 3.2.3 Contractor shall verify each service provider maintains, at minimum, the levels of insurance specified under the contract.
- 3.2.4 Contractor shall perform a background screen of all service providers consisting of (at minimum):
  - 3.2.4.1 National Employee Database
  - 3.2.4.2 SSN Verification
  - 3.2.4.3 National Criminal Database Check
  - 3.2.4.4 Two County Search
  - 3.2.4.5 Sex Offender Search
  - 3.2.4.6 Annual Review (National Criminal Database)
  - 3.2.4.7 Two Year Complete Re-Screen and Renewal
  - 3.2.4.8 Financial Background
- 3.2.5 All service provider employees shall always wear a service provider's issued picture identification badge.

### 3.3 PRODUCT CATEGORIES

- 3.3.1 The category descriptive examples below are not to be considered restrictive, but rather, provide a general, non-inclusive, description of each category. These are standard use in the residential, commercial, and industrial environments.
- 3.3.2 All products offered shall be new, unused, and of the latest design and technology.
- 3.3.3 Respondents shall submit their complete product line so that the County and Participating Public Agencies may order a wide array of products as appropriate for their needs. Respondents may not have the ability to provide all categories.
  - 3.3.3.1 Respondents may subcontract items their firm does not supply.
- 3.3.4 CATEGORY 1: APPLIANCES

Large appliances: refrigerators, washers, dryers, dishwashing machines, stoves, cooktops, range hoods and ovens; TVs, DVR's, small appliances: mixers, toasters, microwave ovens, food processors, disposals, trash compactors, and all ancillary supplies, tools, and components.
- 3.3.5 CATEGORY 2: BUILDING MATERIALS

Lumber (dimensional and timber), millwork, roofing, siding, plywood, paneling, hardwood, trim, molding, fencing, decking, gates, brick, block, doors, windows, bagged goods (concrete, mortar, sand, or asphalt), drywall, rebar, acoustical tiles, rain gutters, garage door openers, insulation, and all ancillary supplies, tools, and components.

3.3.6 CATEGORY 3: HARDWARE

Fasteners (nuts/bolts, screws, washers, rivets, nails), builders hardware (hinges, gate hardware, barrel bolts/hasps, corner braces, shelf brackets, closet hardware, springs), threaded rod/steel shapes, anchors, padlocks, lock sets, wheels, casters, ball bearings, rope, chain, metal stock, dry cell batteries, fire extinguishers, signs, cabinet hardware, mail boxes, safes, drop boxes, weatherization products, and all ancillary supplies, tools, and components.

3.3.7 CATEGORY 4: HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)

Equipment, package units, evaporative coolers, tools, parts, ducting, air filtration, thermostats, portable and fixed heaters, fans, and all ancillary supplies, tools, and components.

3.3.8 CATEGORY 5: KITCHEN AND BATH CABINETS

Kitchen cabinets, bath vanities, countertops, medicine cabinets, mirrors, and all ancillary supplies, tools, and components.

3.3.9 CATEGORY 6: JANITORIAL SUPPLIES

Cleaners, soaps, waxes, strippers, polishes, vacuums, brooms, mops, buckets, gloves, carts, paper goods, and all ancillary supplies, tools, and components.

3.3.10 CATEGORY 7: LANDSCAPING EQUIPMENT AND SUPPLIES

Lawn and landscape equipment (gasoline and electric), utility vehicles and accessories, shovels, rakes, axes, hoes, hoses, nozzles, insect control, herbicides, fertilizers, plants, trees, sprinkler/irrigation equipment and supplies and all ancillary supplies, tools, and components.

3.3.11 CATEGORY 8: MOTORS/PUMPS

Fractional and full horse, starters, pulleys, belts, fans, motor controls, and all ancillary supplies, tools, and components.

3.3.12 CATEGORY 9: PAINTS AND COATINGS

All types of paints and coatings, wallpaper, caulking, spray equipment, aerosol paints, pressure washers, sand blasters, finishes, abrasives, epoxy, cleaners, drywall supplies, tarps, compounds, adhesives, accessories, and all ancillary supplies, tools, and components.

3.3.13 CATEGORY 10: PLUMBING

Equipment, parts, piping and fittings, pipe repair and weatherization, water heaters, furnaces, disposals, pneumatic piping, filters, commodes, sinks, bathtubs, showers, shower doors, faucets, water conditioning equipment, water dispensing equipment, salt, and all ancillary supplies, tools, and components.

3.3.14 CATEGORY 11: POOL SUPPLIES

Pool chemicals, tools, timers, pump/motor units, vacuum equipment, patio furniture, parts, and all ancillary supplies, tools, and components.

3.3.15 CATEGORY 12: TOOLS, HAND-HELD, AND GENERAL PURPOSE

Hand-held (electric, battery, or pneumatic operated), including accessories, automotive type tools, welding equipment, testing and measuring tools, carts and hand trucks, work benches, tool cabinets, ladders, and all ancillary supplies and components.

3.3.16 CATEGORY 13: TOOLS, POWER TYPE

Electric or gas operated, mobile or stationary, bench or floor mounted, including accessories, and all ancillary supplies and components.

3.3.17 CATEGORY 14: FLOORING AND WINDOW COVERINGS

All flooring, including but not limited to, vinyl plank, VCT, vinyl tile, ceramic tile, hardwood, carpet tile, carpet and cove base; blinds, shades, screens, window glass, mirrors, parts, and all ancillary supplies, tools, and components.

3.3.18 CATEGORY 15: HOSPITALITY

Guest room supplies and appliances, personal care amenities, telephones, bed and bath linens, housekeeping cleaning supplies, public restroom supplies, carts, banquet and conference room supplies, guest room and suite furniture, fixtures, and equipment, pool and patio equipment, and other hospitality supplies.

3.3.19 CATEGORY 16: WATER AND WASTEWATER TREATMENT

Aeration, chart and data recorders, chemical feed, collection systems, flow metering, gauges, grounds maintenance, hose, hydrants, lab chemicals, equipment, and testing, location and leak detection, level and pressure, pipe, plugs, process analysis, pumps, sampling equipment, storm water, tanks, tools, valves, and water treatment.

3.3.20 CATEGORY 17: MISCELLANEOUS

Including, but not limited to: shelving (metal or wood composite), safety and emergency equipment, first aid supplies, conditioning salt, scaffolding (purchased), packaging supplies, communication supplies, electrical supplies, lighting supplies, office products, and property management products.

3.3.21 CATEGORY 18: IN STORE SERVICES

Including, but not limited to: glass cutting, pipe threading, planning services (flooring and cabinet), verbal technical advice, special orders, rental equipment, etc.

3.4 PRODUCT ORDERING

3.4.1 Contractor(s) complete product line, wholesale or retail, shall be available for internet ordering 24/7.

3.4.2 Products may be ordered by any of the following methods:

3.4.2.1 Internet

3.4.2.2 Will call (phone or fax order)

3.4.2.3 Point-of-sale (POS)

3.5 PRODUCTS AND SERVICES PRICING

- 3.5.1 The County and Participating Public Agencies may, when requested, receive a detailed written quotation for all services to be performed and products to be provided or purchased at the local Contractor locations or website.
- 3.5.2 All quotations shall be for a “not to exceed” amount.
- 3.5.3 If applicable, As an audit tool, the contractor(s) shall provide a copy of the most current R.S. Means Bare Cost Data, including any city cost index adjustment, pertaining to all written quotations.
- 3.5.4 Retail
  - 3.5.4.1 Pricing shall be based on their retail price with a potential fixed percentage off marked price at the POS, not a percent off list. The County will consider other retail pricing options (ex. rebate on gross sales).
- 3.5.5 Wholesale – Reserved
- 3.5.6 Federal Funding Pricing
  - 3.5.6.1 Contractor will address Federal Funding requirements when requested by the County or a Participating Public Agency associated with a specific purchase or associated documents at the time.
- 3.5.7 Special Offers/Promotions
  - 3.5.7.1 In addition to potentially decreasing prices for the balance of the contract term due to a change in market conditions, contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor may offer the County and Participating Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the contract term and such lower pricing shall not be applied as a global price reduction under the contract.
  - 3.5.7.2 Provide details of and propose additional discounts for volume orders, special manufacturer’s offers, minimum order quantity, free goods program, total annual spend, etc.
- 3.5.8 Equipment Offerings
  - 3.5.8.1 Contractor shall identify any leasing/financing offerings available and the pricing structure for each offer including but not limited to new or used equipment, parts, accessories, services and repairs, or trade-ins.

#### 4.0 PURCHASING REQUIREMENTS

- 4.1 Although this section reflects the purchasing requirements of the County, Participating Public Agencies may have different requirements. Participating Public Agencies may elect to negotiate certain terms to conform to their purchasing and contracting requirements.
- 4.2 DELIVERY
  - 4.2.1 For orders being completed that include delivery, delivery is desired as soon as possible, and details shall be stipulated on the purchase order or completed transaction documents. Contractor shall notify the County representative listed on the order if the requested delivery date and/or the anticipated lead time cannot be met. Failure to communicate to County changes in the order status may result in default proceedings.

- 4.2.2 For orders being completed that include delivery, the contractor shall retain control for carrier selection and payment of freight charges of all goods until received by the County (or Participating Public Agency) and the contract coverage completed.. The County (or Participating Public Agency) will notify the contractor of any damaged goods and shall assist the contractor in arranging for inspection of the goods or returns.
- 4.2.3 Supplies or equipment shall be delivered between the hours of 7:00 a.m. and 5:00 p.m. MST, Monday through Friday, except on County recognized holidays.
  - 4.2.3.1 Contractor shall have a process to provide emergency services.
- 4.2.4 For orders being completed that include delivery, delivery shall be F.O.B. Destination Freight Prepaid.
  - 4.2.4.1 Any handling fees shall also be included in the pricing for those orders.
  - 4.2.4.2 Any requests for local delivery of orders placed at local stores may be subject to local delivery fees, if applicable.
- 4.2.5 Shipping and handling fees are allowable to destinations outside the continental U.S.
- 4.2.6 For orders transacted to be delivered, delivery charges may apply and will be identified at the time of transaction.

#### 4.3 EXPEDITED DELIVERY

- 4.3.1 If the County (or Participating Public Agency) determines that expedited delivery or other alternate shipping is required, it shall notify the contractor. If expedited delivery is available, the contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the County.
- 4.3.2 The County (or Participating Public Agency) shall not advise the contractor to proceed with an expedited shipment until acceptable terms are agreed upon and a purchase order is issued or an order is transacted. Upon agreeing to the additional costs, the County shall advise the contractor to proceed.
- 4.3.3 Upon receipt of material(s), the County (or Participating Public Agency) shall ensure that any additional charges are in compliance with and do not exceed agreed to costs. The County shall retain all documents related to these costs.

#### 4.4 SHIPPING DOCUMENTS

A packing list or other suitable shipping document shall accompany each shipment and may include the following:

- 4.4.1 Contract serial number
- 4.4.2 Contractor's name and address
- 4.4.3 County department (or Participating Public Agency) name and address
- 4.4.4 County department (or Participating Public Agency) purchase order number
- 4.4.5 A description of product(s) shipped, including item number(s), quantity(ies), number of containers, and package number(s), as applicable

#### 4.5 SHIPPING TERMS

Price(s) and terms shall be F.O.B. Destination Freight Prepaid at the location(s) stipulated on the purchase order or transaction documents for those items requested/transacted to be delivered..

4.6 OPERATING MANUALS

Upon delivery, contractor shall provide comprehensive operational manuals, service manuals, and schematic diagrams, if required by the department.

4.7 INSTALLATION (if required)

. The contractor's price shall include delivery and installation of all equipment in complete operating condition for orders completed that include delivery and installation.

4.8 ACCEPTANCE (if required)

Upon delivery and successful installation, the material(s) shall be deemed accepted and the warranty period shall begin. Successful installation shall be defined as the material(s)/equipment is installed (as necessary) and fully operational. All documentation shall be completed prior to final acceptance.

4.9 TRAINING

If available, the contractor may provide training services to completely train County personnel in the use and care of the equipment. All training shall take place on-site in Maricopa County unless otherwise negotiated with County.

4.10 WARRANTY

4.10.1 All items furnished under this contract shall conform to the requirements of this contract and shall be free from defects in design, materials, and workmanship. All product warranties are through the product manufacturers and based upon the warranty terms associated with those individual products.

4.10.2 The warranty period for workmanship shall be for a minimum initial period of 12 months and commence upon acceptance by County per Section 4.8– Acceptance.

4.10.2.1 The contractor agrees that it will, at its own expense, provide all labor and parts required to remove, repair, or replace and reinstall any such defective workmanship and/or materials which becomes or is found to be defective during the term of this warranty. The contractor shall guarantee the equipment to be supplied complies with all applicable regulations.

4.11 FACTORY AUTHORIZED SERVICE AVAILABILITY (if required)

If available, the contractor shall have and maintain a factory authorized service facility capable of supplying and installing component parts, troubleshooting, repairing, and maintaining the material(s). Minimum service hours shall be from 8:00 a.m. through 5:00 p.m. MST, Monday through Friday, excluding County holidays.