



City of Hollywood, Florida

2600 HOLLYWOOD BLVD. • P.O. Box 229045 • ZIP 33022-9045

DATE: **October 7, 2015**

RE: BLANKET ORDER # **B002752**

PRODUCT/SERVICE: **M.R.O. RETAIL
MAINTENANCE, REPAIR, OPERATING
SUPPLIES AND RELATED SERVICES**

Home Depot U.S.A., Inc. (V#4448 Address 6) Cell #954-543-2631 Fax:877-981-1453

Attn: Helen Hannon - Account Rep.

Email: Helen_Hannon@homedepot.com

1250 Linton Boulevard

Store #285 Telephone #954-967-6434 StRD#7

Delray Beach, Florida 33444

Store #6310 Telephone #954-924-2401 Oakwood

Dear Vendor:

This is to inform you that the City of Hollywood, Florida is entering into a Blanket Order with your Company based on one of the following:

- | | |
|--|--------|
| ☐ FORMAL BID # | |
| ☐ INFORMAL BID # | DATED: |
| ☐ RENEWAL OF FORMAL BID # | DATED: |
| ☐ EXTENSION OF FORMAL BID/RFP# | DATED: |
| ☐ WRITTEN QUOTATION # | DATED: |
| ☐ VERBAL QUOTATION PER | DATED: |
| ☐ STATE OF FLORIDA CONTRACT # | DATED: |
| ☐ BROWARD COUNTY BID # | |
| ☒ OTHER: U.S. Communities Maricopa County Contract #11019 | |

The term of this order is **10/7/2015** through **7/31/2017 (Final Renewal Period)**

The estimated dollar value is **\$80,000.00**. **Approved by the City Commission via Resolution #R-2016-XXX on XX/XX/15.**

The obligations of the City of Hollywood under this order are subject to the availability of funds lawfully appropriated for its purpose by the City Commission and are subject to the terms and conditions contained on the Purchase Order form.

NOTE: Prior to commencement of any work, certificates of insurance meeting the requirements of the Risk Manager and naming the City of Hollywood as additional insured, must be forwarded to Procurement Services.

The City of Hollywood Departments will issue hard copy orders against this Blanket Order as your authorization to deliver. All invoices must reference each unique document number.

If you have any questions, please contact **Ralph Dierks** at (954) 921-3223.

c: All Departments & Divisions
Finance

TERMS AND CONDITIONS

The following Terms and Conditions are applicable to this order entered into by and between the City of Hollywood (referred to as Buyer) and Vendor (referred to as Seller).

MODIFICATIONS

This purchase order form, and any other document pertaining to this transaction which has been acknowledged in writing by the Director is a complete and exclusive statement of this order. Accordingly no modification or amendment shall be binding upon the Buyer unless signed by the Director. The City Attorney has approved these standard terms and conditions as to form and legality. Accordingly no modification of these terms and conditions shall be binding upon buyer unless they are endorsed and approved by the City Attorney. In the event of a conflict between these terms and conditions and any other document pertaining to the transaction covered by this order, these terms and conditions shall prevail.

ASSIGNMENT

Any assignment of this order or the performance of work hereunder, in whole or in part, is prohibited.

EXCUSABLE DELAYS

The Buyer may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interests of the Buyer and is due to causes beyond the control of the Seller. Such grant must be in writing and made part of the order.

DEFAULT

In the event of default by the Seller, Buyer may procure the articles or services covered by this order from other sources and hold the Seller responsible for any excess costs occasioned thereby, in addition to all other available remedies at law or equity.

TERMINATION

Buyer, acting through its City Manager or his/her designee, reserves the right to terminate this order in whole or in part for default (a) if Seller fails to perform in accordance with any of the requirements of this order or (b) if Seller becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Seller under any State or Federal Law relating to bankruptcy, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to Buyer except for completed items delivered and accepted by the Buyer. Seller, will be liable for excess costs of procurement.

F.O.B.

In those cases where F.O.B. point is not Destination, Seller is required to prepay freight charges and list separately on invoice. Collect shipments will not be accepted.

TERMS

By accepting this order, the Seller agrees that payment terms shall be Net 30 unless otherwise stated.

INVOICING

Seller must render original invoice to the City of Hollywood, Department of Financial Services, P.O. Box 229045, Hollywood, Florida 33022-9045.

TAX

The City of Hollywood is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the City, which are not otherwise exempt, shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Seller be authorized to use the City Tax Exemption Number in securing such materials.

RESPONSIBILITY

Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly signed and authorized City of Hollywood order, issued by the Procurement Services Division.

ACCEPTANCE

Seller's acceptance of this order will be presumed unless Seller acknowledges exception, in writing, to Buyer within ten (10) calendar days after date of order.

DELIVERIES

Deliveries are to be made during the hours of 7:30 a.m. to 4:00 p.m. Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall notify the Buyer of deliveries that require special handling and/or assistance for off-loading. Failure to notify the Buyer concerning this type of delivery will

result in the billing to Seller of any add-on redelivery, storage or handling charges.

INSPECTION

All Commodities delivered on this order are subject to inspection upon receipt by a representative of the Buyer. All rejected commodities shall remain the property of the Seller and will be returned at the Seller's expense.

QUANTITIES

Quantities specified in the order cannot be changed without Buyer approval. Goods shipped in excess of quantity designated may be returned at the Seller's expense.

PAYMENT CHANGES

Payments will be made only to the company and address as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company.

ANTI-DISCRIMINATION

Sellers doing business with the Buyer are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensations, methods and training selection.

UNIFORM COMMERCIAL CODE

Florida law, including without limitation the Uniform Commercial Code (Chapter 670 – 680, Florida Statutes), shall apply to and supplement the terms and conditions of this order. Venue shall lie in a court of competent jurisdiction in Broward County, Florida.

LEGAL RESPONSIBILITY

By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and Local laws, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

LIABILITY - COPYRIGHT/PATENT/TRADEMARK

Seller shall save and hold harmless Buyer, its officers, employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to Buyer or used in the performance of this order.

INDEMNIFICATION

Seller shall indemnify, hold harmless and defend Buyer, its officers, employees and agents from and against any and all claims, damages, liability, judgments or causes of action, including costs, expenses and attorney fees, incurred as a result of any error, omission or negligent act by the Seller, its officers, employees, agents, subcontractors or assignees arising out of this order.

OCCUPATIONAL SAFETY AND HEALTH

Seller must comply with requirements under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Materials Safety Data Sheet (M.S.D.S.).

REPRESENTATIVE

All parties to this order agree that the representatives named herein are, in fact, bona fide and possess full and complete authority to bind said parties.

PUBLICITY

No endorsement by the City of the product and/or service will be used by Seller in any way, manner or form in product literature or advertising.

INSURANCE

The Seller of services must have secured and maintained the required amount of \$1,000,000 general and \$500,000 automobile liability limits and must list the City as an additional insured of this coverage. The Seller must have worker's compensation coverage as required by law. Any exception to the above stated limits or other requirements must be endorsed and approved by the City of Hollywood Risk Manager.

CITY OF HOLLYWOOD
BLANKET PURCHASE ORDERS
10/21/15 - 07/31/17

BPO #	B002752	DATE :	07/21/15	START DATE :	10/21/15	END DATE :	07/31/17	CONTRACT # :	US COMM 11019-RFP		
LINE #	VENDOR	ADDR #	STOCK #	REF #	TYPE	TRANS #	UOM	MIN QTY	MAX QTY	UNIT PRICE	QTY USED
	HAZARDOUS					ACCOUNT #			ACCOUNT NAME		TAX CODE
1	4448	0		MRO	N	259500034980	EA	00000001.0000	00000100.0000	0.00000	00000000.0000

HOME DEPOT 450/00

BPO DESCRIPTION: M.R.O. - RETAIL MAINTENANCE, REPAIR, OPERATING SUPPLIES AND RELATED SERVICES

BPO DESCRIPTION: SUPPLY OF MULTIPLE COMMODITIES

BPO DESCRIPTION: PRICING PER THE U.S.COMMUNITIES MARICOPA COUNTY CONTRACT #11019 EXPIRATION DATE:07/31/2017

BPO DESCRIPTION: CITY COMMISSION APPROVAL VIA RESOLUTION #R-2016- DATED:

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Home Depot U.S.A., Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) 2455 Paces Ferry Road	Requester's name and address (optional)
	6 City, state, and ZIP code Atlanta, GA 30339	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)	
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.	
Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.	
Social security number [][]-[][]-[][][][] or Employer identification number [5][8]-[1][8][5][3][3][1][9]	

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	
Sign Here	Signature of U.S. person ▶ <i>Richard Nyberg</i> Date ▶ <i>9/1/15</i>

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



City of Hollywood & Home Depot Order Info

US Communities /Home Depot contract #11019 has already been competitively solicited and publicly awarded so it enables the City of Hollywood to “piggyback” on this contract. This means the city can award your own contract based on the US Communities contract, without having to incur the time and expense of doing your own public bids.

Convenient Order Options

Pro Desk: Submit orders by phone, fax, or email. Orders can be pulled for pick-up with 2 hour notice. Delivery is also available through the pro desk. Purchases on an open Purchase Order as opposed to a P-card must be placed at the pro desk.

Line Register: Purchase at any line register including self check-out using P-card. PO # or Job Name can be included on receipt.

Buy Online, Pick Up in Store (BOPIS): Place an order at homedepot.com or through the Pro App using P-card and pick it up at a convenient store location—available for pick up in two hours or less. PO # can be included on invoice.

Buy Online, Ship to Store (BOSS): For items unavailable at your local store, place an order online and have it shipped free to the store location of your choice. Shipping to job location also available for online orders.

Oakwood Plaza Home Depot #6310

3401 Oakwood Blvd, Hollywood, FL 33020

#6310 Pro Direct Phone: (954) 924-2401

#6310 Email: prodesk_6310@homedepot.com

#6310 Pro Desk Supervisor Cell Phone: (954) 309-0976 (John Hendricks)

#6310 Pro Supervisor Email: prods_6310@homedepot.com

West Hollywood Home Depot #285

1951 S State Rd 7, Hollywood, FL 33023

#285 Pro Direct Phone: (954) 967-6434

#285 Email: prodesk_0285@homedepot.com

#285 Pro Desk Supervisor Cell Phone: (954) 632-4961 (Felix Almodovar Jr.)

#285 Pro Desk Supervisor Email: prods_0285@homedepot.com

Pro Account Representative

Helen Hannon

Cell Phone: (954) 543-2631

Email: Helen_Hannon@homedepot.com



PARTNERING WITH YOU TO SAVE TIME AND MONEY

THE HOME DEPOT®

SIMPLIFY YOUR
MRO PURCHASING

CONTRACT INFORMATION

CONTRACT NAME

U.S. Communities
Maricopa County, Phoenix, AZ

CONTRACT LEAD AGENCY

11019

CONTRACT SERIAL NUMBER

richard_nyberg@homedepot.com

CONTRACT ADMINISTRATOR

Charles Hinegardner 602-508-6478/
hinegardnerc@mail.maricopa.gov

MARICOPA COUNTY CONTACT

Home Depot U.S.A., Inc.

CONTRACTOR'S NAME & ADDRESS

2455 Paces Ferry Road, NW Atlanta, GA 30339-4024

STORE CONTACT INFORMATION

1,900+ locations. Go to homedepot.com to locate a store near you

DUNS NUMBER

783268950

TAXPAYER IDENTIFICATION NUMBER

58-1853319

TERMS

PRICING/INCENTIVES

Contract authorizes access to everyday low retail pricing, installation services, Renovation Services volume pricing, and annual volume rebates

TAX EXEMPT

Determined by agency

PAYMENT TERMS

Net 30 or account platform

P CARDS ACCEPTED

Yes. Go to homedepot.com/gov for more info

ORDER INFORMATION

MINIMUM ORDER SIZE

None

PARTICIPATION FEE

None

DELIVERY AVAILABLE

See store for details

GEOGRAPHIC COVERAGE

All United States stores

FREIGHT ON BOARD (FOB)

Origin

WARRANTY PROVISION

Manufacturer's warranty will be provided

For more information on the U.S. Communities Program, go to uscommunities.org
For more information on the The Home Depot Government Solutions, call 1-866-589-0690 or go to homedepot.com/gov



U.S. COMMUNITIES™
GOVERNMENT PURCHASING ALLIANCE



More saving. More doing.®



U.S. COMMUNITIES™
GOVERNMENT PURCHASING ALLIANCE



More saving. More doing.®



U.S. COMMUNITIES is a government cooperative purchasing program that combines and strengthens the purchasing power of public entities nationwide. The result is reduced cost and the assurance that your agency meets the requirements for competitive solicitation.



THE HOME DEPOT & U.S. COMMUNITIES MAKE PURCHASING SIMPLER

PURCHASE WITH EASE

The U.S. Communities MRO (Maintenance, Repair and Operations) contract #11019 with The Home Depot gives procurement professionals access to the building repair and replacement parts they need most. The contract makes it easier than ever to get the supplies you need, with access to competitive pricing at 1,900+ The Home Depot locations across the United States. Plus, since it has been competitively solicited and fulfills bidding requirements, there's no need to submit an RFP.

WIDE SELECTION, BIG SAVINGS

Thousands of products are available to you for same day procurement through the U.S. Communities MRO contract, including all items in stock at The Home Depot, special order products and services.



GOVERNMENT SOLUTIONS SUPPORTS AND SERVES:

STATE AGENCIES
CITIES AND COUNTIES
PUBLIC UNIVERSITIES
AND COLLEGES
SCHOOL DISTRICTS
NONPROFITS
SPECIAL DISTRICTS
HOUSING AUTHORITIES
PORT AUTHORITIES



For more information on the U.S. Communities Program, go to uscommunities.org
For more information on the The Home Depot Government Solutions, call 1-866-589-0890 or go to homedepot.com/gov

INSTALLATION, REPAIR, AND RENOVATIONS

Our Installation Services include the installation of products that are sold in our stores, such as carpeting, flooring, cabinets, water heaters and countertops, as well as other products such as generators and furnace and central air systems.

The Renovations Services Program is a nationwide repair service offering a full line of renovation products and services designed to return property to a livable condition and increase marketability.

Our Installation Services and Renovations Services programs use only qualified independent contractors nationwide.

GET MORE WITH GOVERNMENT SOLUTIONS

Government Solutions from The Home Depot gives you a dedicated support team, with the tools, resources and know-how to do business your way.

- Convenient payment options – all government procurement types honored including P cards and purchase orders.**
- Volume pricing program
- Volume rebate program
- There's no cost to participate and no minimum spending requirement
- Register today at homedepot.com/gov

THE VOLUME PRICING PROGRAM

LOWEST POSSIBLE PRICE ON BULK ORDERS FOR GOVERNMENT PURCHASES

- Specially created to work with procurement professionals on large scale projects
- Purchases of \$2,500 or more qualify for possible price adjustments**
- Direct ship to warehouse or job site is available
- Please see a Pro Desk Associate for details

THE VOLUME REBATE PROGRAM

PUBLIC AGENCIES CAN SAVE EVEN MORE

- Participating public agencies with annual net purchases of \$10,000-\$25,000 will receive a 1% rebate
- Participating public agencies with annual net purchases of \$25,000-\$100,000 will receive a 2% rebate
- Participating public agencies with annual net purchases over \$100,000 will receive a 3% rebate**
- All rebates will be paid annually
- Sign up today at homedepot.com/gov and start saving

**Rebate requires approved The Home Depot Pro Account.

***Rebate is available for agencies with annual net purchases of \$10,000-\$25,000. Agencies with annual net purchases of \$25,000-\$100,000 will receive a 2% rebate. Agencies with annual net purchases over \$100,000 will receive a 3% rebate.

**Rebate earned will be calculated back to dollar rate.



More saving. More doing.

CONTRACT INFORMATION

CONTRACT NAME	U.S. Communities
CONTRACT LEAD AGENCY	Maricopa County, Phoenix, AZ
CONTRACT SERIAL NUMBER	11019
CONTRACT ADMINISTRATOR	Rich Nyberg 770-384-3772 richard_nyberg@homedepot.com
MARICOPA COUNTY CONTACT	Derron Wasp 602-506-3823 waspd@mail.maricopa.gov
CONTRACTOR'S NAME & ADDRESS	Home Depot U.S.A., Inc. 2455 Paces Ferry Road, NW Atlanta, GA 30339-4024
STORE CONTACT INFORMATION	1,900+ locations. Go to homedepot.com/gov to locate a store near you
DUNS NUMBER	78326950
TAXPAYER IDENTIFICATION NUMBER	58-1853319

TERMS

PRICING/INCENTIVES	Contract authorizes access to everyday low retail pricing, volume pricing, Installation and Repair Services and annual volume rebates
TAX EXEMPT	Determined by agency
PAYMENT TERMS	Net 30 or account platform
P CARDS ACCEPTED	Yes. Go to homedepot.com/gov for more info

ORDER INFORMATION

MINIMUM ORDER SIZE	None
PARTICIPATION FEE	None
DELIVERY AVAILABLE	See store for details
GEOGRAPHIC COVERAGE	All United States stores
FREIGHT ON BOARD (FOB)	Origin
WARRANTY PROVISION	Manufacturer's warranty will be provided

For more information on the U.S. Communities™ program, go to uscommunities.org.

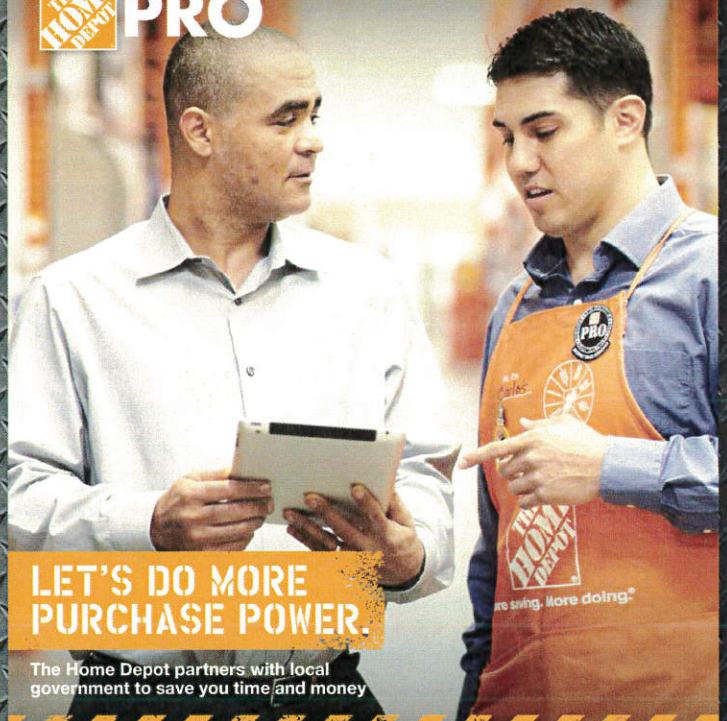
For more information on The Home Depot Government Solutions, call 866-589-0690 or go to homedepot.com/gov.



U.S. COMMUNITIES™
GOVERNMENT PURCHASING ALLIANCE



PRO



**LET'S DO MORE
PURCHASE POWER.**

The Home Depot partners with local government to save you time and money



U.S. COMMUNITIES™
GOVERNMENT PURCHASING ALLIANCE





PRO

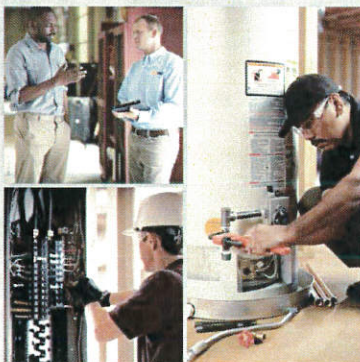
ABOUT U.S. COMMUNITIES™

U.S. Communities is a government cooperative purchasing program that combines and strengthens the purchasing power of public entities nationwide. The result is not only reduced costs, but also the assurance that your agency meets the requirements for competitive solicitation.



The Home Depot Government Solutions supports:

STATE AGENCIES
CITIES & COUNTIES
PUBLIC UNIVERSITIES & COLLEGES
SCHOOL DISTRICTS
HOUSING AUTHORITIES
PORT AUTHORITIES
NONPROFITS



For more information on the U.S. Communities™ program, go to uscommunities.org.
For more information on The Home Depot Government Solutions, call 866-589-0690 or go to homedepot.com/gov.



THE HOME DEPOT & U.S. COMMUNITIES™ MAKE PURCHASING SIMPLER

PURCHASE WITH EASE

The U.S. Communities™ and The Home Depot's MRO (Maintenance, Repair and Operations) contract #11019 makes it easier than ever to get the supplies and services you need with competitive pricing at over 1,900 The Home Depot locations. Plus, since your order has been competitively solicited and fulfills bidding requirements, there's no need to submit an RFP.

THE HOME DEPOT NOW AVAILABLE ON THE U.S. COMMUNITIES™ MARKETPLACE

Find out how easy it is to place your order with The Home Depot when you shop at the U.S. Communities Marketplace.

- No user fees
- Best overall supplier government pricing
- Quality brands
- Integrity and experience
- Oversight by public purchasing professionals

GET MORE WITH GOVERNMENT SOLUTIONS

Government Solutions from The Home Depot gives you a dedicated support team with the tools, resources and know-how to do business your way.

- No more post-purchase tax paperwork with our tax exempt ID
- No cost to participate and no minimum spending requirement
- Convenient payment options – all government procurement types honored, including P cards and purchase orders*
- Register today at homedepot.com/gov

INSTALLATION & REPAIR SERVICES

Our Installation Services cover the installment of a number of products sold in our stores and on our website, such as carpeting, flooring, cabinets, water heaters, countertops, generators, furnaces and central air systems.

These service programs use only qualified independent contractors that have been handpicked and backed by The Home Depot.



THE VOLUME PRICING PROGRAM

Get the lowest possible price on bulk orders for government purchases.

- Specially created for procurement professionals on large-scale projects
- Price adjustments possible on purchases of \$2,500 or more**
- Direct shipping to warehouse or job site available
- See a Pro Desk Associate for details

THE VOLUME REBATE PROGRAM

Participating public agencies can save even more.

- Earn a 1% rebate on annual net purchases of \$10,000–\$25,000
- Earn a 2% rebate on annual net purchases of \$25,000–\$100,000
- Earn a 3% rebate on annual net purchases over \$100,000*
- All rebates will be paid annually
- Sign up today at homedepot.com/gov and start saving

*90 Rebate requires an approved The Home Depot Net 30 Account.

**Minimum threshold for special order kitchen, appliances and outdoor power items is \$5,000; minimum threshold for wire orders is \$10,000. Multiple projects can be submitted as a single order.

*Annual rebates earned will be calculated back to dollar one.

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The Home Depot Contract

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Solutions

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Maintenance and Hardware Supplies

Lead Agency:

Maricopa County Phoenix, AZ

3 year initial term, August 1, 2011 to July 31, 2014
 Contract has been extended through July 31, 2017

Postings

Number of suppliers who responded to RFP: 6

Posting Information:	Date Posted:
U.S. Communities: Upcoming Solicitations	March 24, 2011 to April 29, 2011
BidSync.com	March 24, 2011 to April 29, 2011
Onvia Demand Star	March 24, 2011 to April 29, 2011
Canadian MERX Public Tenders	March 24, 2011 to April 29, 2011
Association of Oregon Counties	March 24, 2011 to April 29, 2011
State of Hawaii and Oregon	March 24, 2011 to April 29, 2011

Contract Documents:

[Contract No. 11019-RFP](#)
[11019 Renewal](#)

RFP Documents:

[11019 Maintenance RFP](#)
[11019 RFP Exhibit 10](#)
[11019 Addendum 1](#)
[11019 Addendum 2](#)
[RFP #11019 Posting Document](#)

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Home Depot Solutions

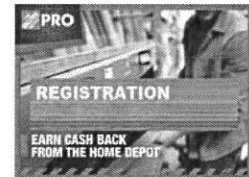
Home Depot, through U.S. Communities, partners with state and local government agencies to save you time and money:

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- Pro Paint Program of Tiered Volume Discounts up to 20%
- Volume Pricing Program on Bulk Purchases over \$2500
- OPTIC Program to manage warehouse inventories as well as restocking & reordering.
- Renovation Services includes a Full Scope of Services including Flooring, Painting, Electrical, Appliances & more
- Delivery Options include Pick Up In Store or Direct Ship to Job Site

Core Competencies and Product Categories

Full Line of Categories including:

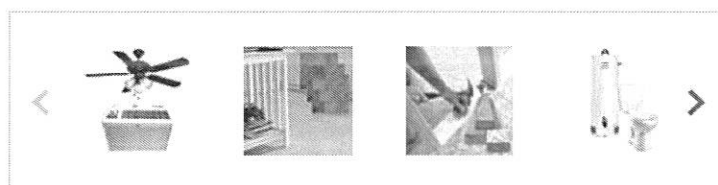
- Appliances
- Bath
- Building Materials
- Doors & Windows
- Electrical
- Flooring
- Kitchen
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- Outdoors
- Paint
- Plumbing
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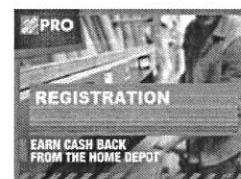
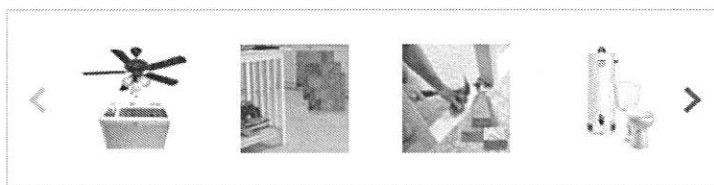
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Website: Home Depot**Phone:** 866-589-0690**Email:** uscommunities@homedepot.com**Fax:** 866-589-0691**Contract:** [View Documents ->](#)
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Home Depot Benefits

- Immediate, same-day access to the products you need
- Access to Volume Pricing Program for large orders
- Guaranteed lowest shelf prices
- Dedicated outside sales team to support your procurement needs
- Annual purchase rebates
- 1900+ convenient locations
- Extensive Eco Option green products offering
- Guaranteed next day delivery available
- Installation, repairs and Renovation Services

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Home Depot Pricing

Home Depot offers a robust selection of products in all MRO, hardware, and building product categories - and associated services - at each of our locations with locally competitive pricing; and our guaranteed price matching policy. Some of the categories are notable strengths of ours, and almost define our business (e.g., building materials and paint).

In addition we offer the following to U.S. Communities participants:

Renovation Services (including material and labor) project quotes

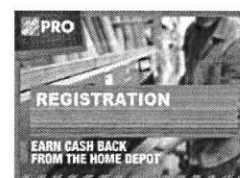
Annual volume rebate structure offered:

- 1% Annual Rebate on purchases of \$10,000 to \$25,000
- 2% Annual Rebate on purchases of \$25,000 to \$100,000
- 3% Annual Rebate on purchases of over \$100,000

Please be sure to complete all steps in the registration process with Home Depot, including registration of payment types, to receive your rebate. If you need help with our registration process, view the enrollment information page or call 1-866-333-3551.

Volume Pricing Program

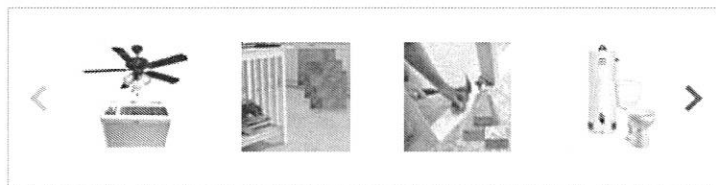
Lowest possible price on bulk orders for government purchases. This program was specifically created for procurement professionals to assist with large scale projects. Purchases of \$2,500.00 or more qualify for possible price adjustments.


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Maricopa County
Office of Procurement Services

www.maricopa.gov

Chief Procurement Officer

320 W. Lincoln St.
Phoenix, AZ 85003
Phone: (602) 506-3967
Fax: (602) 258-1573

December 19, 2013

Home Depot U.S.A., INC
2455 Paces Ferry Rd, Floor C-11
Atlanta, GA 30339

We are pleased to notify you that Maricopa County has renewed your contract to supply **MRO SUPPLIES AND RELATED SERVICES** as indicated on the attached award sheet with an effective date of **August 01, 2014**.

In accordance with the bid specifications, purchasing documents will be forwarded to you covering the specific items of this award, which will include deliveries and terms.

If you have any questions regarding Serial **11019-RFP** please contact **Derron Wasp** at **(602) 506-3823**.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Wasp", written over a horizontal line.

Derron Wasp, Procurement Officer
Office of Procurement Services

DW/ua
Attach.

cc: Office of Procurement Services
re: **Serial 11019-RFP**

PLEASE SUBSTITUTE ATTACHED REVISED
PAGES TO SUBJECT CONTRACT.

DEC 19 2013

SERIAL 11019-RFP MRO SUPPLIES AND RELATED SERVICES
Contract - Home Depot U.S.A., INC

DATE OF LAST REVISION: December 19, 2013 CONTRACT END DATE: July 31, 2017

CONTRACT PERIOD THROUGH JULY 31, 2014 2017

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **MRO SUPPLIES AND RELATED SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **July 06, 2011 (Eff. 08/01/11)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.


Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

DW/ua
Attach

Copy to: Office of Procurement Services
Don Jeffery, Facilities Management
Valerie Chavez, MCDOT

(Please remove Serial 05091-RFP from your contract notebooks)



CONTRACT PURSUANT TO RFP

SERIAL 11019-RFP

This Contract is entered into this sixth (6th) day of July, 2011 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Home Depot U.S.A. Inc, a Delaware corporation ("Contractor") for the purchase of Retail Maintenance, Repair and Operating (MRO) commodities and related services.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of three (3) years, beginning on the first (1st) day of August, 2011 and ending the thirty-first (31st) day of July, ~~2014~~ 2017.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of three (3) years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 FEE ADJUSTMENTS:

Retail prices or discounts off marked prices at point-of-sale (POS) are permitted to be adjusted once per calendar year after the initial award, in conjunction with the Contractor's annual catalog publication date.

Any requests for other reasonable pricing adjustments shall be submitted sixty (60) days prior to the catalog publication date. If County agrees to the adjusted discounts, County shall issue written approval of the changes.

3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sums stated in Exhibit "A."
- 3.2 For non-procurement card transactions, payment shall be made upon the County's receipt of a properly completed invoice.

3.3 INVOICES (NON-PROCUREMENT CARD TRANSACTIONS):

3.3.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Invoice number and date

or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

6.1.2 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 paragraph.

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

6.2 INSURANCE REQUIREMENTS:

6.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. 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.

6.2.2 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.

6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

6.2.4 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.

6.2.5 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.

6.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

6.2.7 The insurance policies required by this Contract, except Workers' Compensation, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

6.2.8 The policies required hereunder, except Workers' Compensation, 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.

6.2.9 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate

Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.2.10 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, **Commercial Umbrella 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 under this Contract.

6.2.11 Workers' Compensation:

6.2.11.1 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.

6.2.11.2 Contractor waives all rights against County 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 pursuant to this Contract.

6.2.12 Certificates of Insurance.

6.2.12.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with 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.

6.2.12.1.1 In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

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

6.2.13 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

6.3 WARRANTY OF SERVICES:

6.3.1 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.

For Contractor:

Home Depot U.S.A., INC
Contract Manager
2455 Paces Ferry Road C-11
Atlanta, GA 30339

6.8 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid will be a requirements contract. However, the Contract does not guarantee any purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

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 but only for actual and documentable costs incurred by the Contractor due to and after issuance of 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, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

6.9 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

6.10 TERMINATION FOR DEFAULT:

6.10.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

6.10.2 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract.

6.10.3 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

6.11 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any

provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

6.12 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this 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.

6.13 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 under this contract.

6.14 ADDITIONS/DELETIONS OF SERVICE:

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

6.15 RELATIONSHIPS:

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, partnership, principal and agent, or joint venture between the District and the Contractor.

6.16 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

6.17 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.

6.18 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

In accordance with section MCI 367 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. 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.

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.

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 claim submitted by the Contractor by 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.

6.19 AUDIT DISALLOWANCES:

6.19.1 If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.20 ALTERNATIVE DISPUTE RESOLUTION:

6.20.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

6.19.1.1 Render a decision;

6.19.1.2 Notify the parties that the exhibits are available for retrieval; and

6.19.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

6.20.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

6.20.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

6.21 SEVERABILITY:

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 this Contract.

6.22 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

6.23 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, express or implied.

6.24 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.24.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and 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 USCIS.GOV.

6.24.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.23.1 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.

6.24.3 This section is applicable to services provided in the state of Arizona only. The Contractor shall comply with similar statutes that may have been enacted in other states.

~~6.25 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:~~

~~6.25.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. 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.~~

~~6.25.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County 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.~~

6.26 CONTRACTOR LICENSE REQUIREMENT:

- 6.26.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, 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 using agency of any and all changes concerning permits, insurance or licenses.
- 6.26.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.27 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

- 6.27.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:
 - 6.26.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
 - 6.26.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 6.26.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
 - 6.26.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.
- 6.27.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.
- 6.27.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

6.28 PRICES:

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

6.29 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 or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

6.30 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.

6.31 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE)

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

6.32 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

6.33 INCORPORATION OF DOCUMENTS:

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

6.33.1 Exhibit A, Pricing;

6.33.2 Exhibit B, Scope of Work;

6.34 INFLUENCE

As prescribed in MC1-1202 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.

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

6.34.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

6.34.2 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.

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.