

**SERIAL 16154 RFP MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES (U.S. Communities) Contract - Home Depot U.S.A., Inc.**

**DATE OF LAST REVISION: November 21, 2019 CONTRACT END DATE: December 31, 2026**

**CONTRACT PERIOD THROUGH DECEMBER 31, ~~2021~~ 2026**

TO: All Departments  
FROM: Office of Procurement Services  
SUBJECT: Contract for **MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND 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 **January 11, 2017 (Eff. 02/01/17)**.

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.

  
Kevin Tyne, Chief Procurement Officer  
Office of Procurement Services

SA/mm  
Attach

Copy to: Office of Procurement Services  
**Erick Blue**, Facilities Management  
**Beth Cressman**, Facilities Management



## CONTRACT PURSUANT TO RFP

SERIAL 16154-RFP

This Contract is entered into this 11<sup>th</sup> day of January, 2017 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 Maintenance Repair and Operating Supplies and Services.

### 1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of Five (5) years, beginning on the 1<sup>st</sup> day of February, 2017 and ending the 31<sup>st</sup> day of December, ~~2021~~ 2026.
- 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 five (5) additional 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 sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

### 1.3 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 Contractor 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**

### 2.0 FEE ADJUSTMENTS:

- 2.1 Any request for a fee or rebate offering adjustment must be submitted sixty (60) days prior to the current Contract expiration. Requests for adjustment in cost of labor and/or materials not identified in the awarded proposal must be supported by appropriate documentation. If County agrees to the adjusted fee or rebate offering, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey if the offering was awarded on a fixed price basis.

### 3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the prices based on the discounts stated in Exhibit “A.” or Task Order.
- 3.2 For non-procurement card transactions, Payment shall be made upon the County’s receipt of a properly completed invoice.