

COB - BOSAIR FORM

11/10/2025 5:05 PM (MST)

Submitted by Angelica.Aros@pima.gov



BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.

Record Number:

Amplifund Grant Record Number: 66161

Award Type: Grant

Is a Board Meeting Date Requested? Yes

Requested Board Meeting Date: 12/16/2025

Signature Only:

NO

Procurement Director Award / Delegated Award: • N/A

Supplier / Customer / Grantor / Subrecipient: The Arizona Department of Health Services (ADHS)

Project Title / Description: Immunization Services

Purpose: Develop and support ongoing strategies to address immunization issues and promote activities to increase the immunization rates of Pima County's children, teens, and adults. These funds will be used to improve vaccine access and coverage rates within the county. All activities outlined in the scope of work reflect evidence-based approaches for improving community vaccination rates. These include patient reminder recall, no cost vaccination, community coalition building, staff training and centralized documentation.

This amendment is to add grant funding for year four (2025-2026) in the amount of \$296,202. In addition, we are requesting retroactive approval of year two funding for \$296,202 and year three funding for \$335,174. This is a result of recently being informed that only year one funding was approved on initial acceptance of the grant as opposed to the fully awarded (5 year) grant amount. ADHS issues a new PO to award grant funding for each year of a multi-year contract in lieu of an amendment when no written changes are made to intergovernmental agreement's terms and conditions, price sheet or exhibits.

Procurement Method: Grant: Not applicable

Procurement Method Additional Info: N/A

Program Goals/Predicted Outcomes:	<ol style="list-style-type: none"> 1. Provide resources and training to Pima County Health Department immunization clinic staff. 2. Provide immunization services to Pima County residents. 3. Coordinate with schools, childcare centers, providers, and other community partners to better utilize resources for immunization. 4. Enhance vaccine documentation by entering data into state immunization database.
Public Benefit and Impact:	Vaccination is a vital strategy to control the spread of and reduce prevalence of vaccine preventable diseases. This funding will increase vaccine access and coverage for both adults and children in the community.
Budget Pillar	<ul style="list-style-type: none"> • Improve the quality of life
Support of Prosperity Initiative:	<ul style="list-style-type: none"> • 2. Improve Quality of Life and Opportunity in High Poverty Areas
Provide information that explains how this activity supports the selected Prosperity Initiatives	These funds will be used to improve vaccine access and coverage rates within the county. All activities outlines in the scope of work reflect evidence-based approaches for improving community vaccination rates. These include patient reminder recall, no cost vaccination, community coalition building, staff training and centralized documentation.
Metrics Available to Measure Performance:	<ol style="list-style-type: none"> 1. Immunization coverage rates for Pima County students. 2. Incidence of vaccine preventable disease reported in Pima County. 3. # of vaccines administered by Pima County staff.
Retroactive:	YES
Retroactive Description:	Yes, to July 1, 2023. The State of Arizona provided a Purchase Order (PO) for year two funding on August 1, 2023, and year three funding on December 19, 2024. The PO for the fourth and current grant year was received on October 27, 2025. Upon review, HD noted that purchase orders would ordinarily require Grants Management & Innovation signature. Accordingly, the additional funding is now being placed on the Board of Supervisors agenda for ratification.

Grant / Amendment Information (for grants acceptance and awards)

Record Number:	
Amplifund Grant Record Number:	66161
Type:	Amendment
Department Code:	HD
AmpliFund Grant Record Number:	66161
Amendment Number:	01
Commencement Date:	07/01/2023
Termination Date:	06/30/2027

Advantage Initial GTAW# (If Applicable): NA

Total Revenue Amount:

\$927,578.00

Total Match Amount

\$0.00

Advantage Grant ID # (If Applicable): N/A

All Funding Source(s) required: Centers for Disease Control and Prevention

Does PCAO need to review the grant award (or grant amendment)?

NO

Does PCAO need to sign the grant award (or grant amendment)?

NO

Match funding from General Fund?

NO

Match funding from other sources?

NO

Are Federal Funds Involved?

YES

If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Centers for Disease Control and Prevention (CDC), under the U.S. Department of Health and Human Services (HHS), and passed through the Arizona Department of Health Services (ADHS)

CFDA# 93.268

FAIN# NH31IP922599-003

Department: Health

Name: Angelica Aros

Telephone: (520) 724-7495

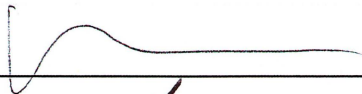
GMI Director: _____



Date: _____

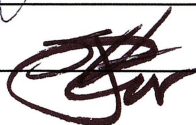
11/24/2025

Department Director Signature: _____



Date: 11-13-2025

Deputy County Administrator Signature: _____



Date: 11/25/2025

County Administrator Signature: _____

Date: 11/25/2025

Phoenix, on 11/3/2025
PIMA COUNTY CTR059891 - ***THIS PO IS IN PLACE OF PO816310/ DRS#
b500b01e/IMMUNIZATIONS-BIZS-PIMA COUNTY

SUPPLIER**PIMA COUNTY****Attn:** DOROTHEE HARMON**Address:** Legal Address
130 W CONGRESS 6TH FL
UNITED STATES
TUCSON, Arizona 85701**Phone:****E-mail:** DOROTHEE.HARMON@PIMA.GOV**ORDER No. PO0000823247***(please refer to this number on all documents)***Amendment:****Requestor:** Myra Chavez**Agency:** Arizona Department of Health Services**Division:** Public Health Preparedness**Department:** ADHS PREP BUR Immunization
Services (BIZS)**Site:** ADHS PREP BIZS S Immunization Program**Phone:** 602-364-3832**Email:** myra.chavez@azdhs.gov**DELIVER TO***(unless specified differently per item)***Address:** 150 N 18th Ave #260

UNITED STATES

Phoenix, Arizona 85007

Deliver To:**Requested Delivery Date:** 10/27/2025*(Unless specified differently per item in section delivery details)***BILL TO****Address:** 150 N 18th Ave #530

UNITED STATES

Phoenix, Arizona 85007

Payment Terms: Net 30

ITEM	CONTRACT ID	CODE/SKU	REFERENCE AND DESCRIPTION	QTY	UNIT	UNIT PRICE (USD)	TOTAL (USD)
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1	CTR059891	965921-1	<p>PIMA COUNTY - CTR059891 ***THIS PO IS IN PLACE OF PO816310 150 N 18th Ave #260 85007 Phoenix Arizona UNITED STATES Commentaire : Delivery of Immunization services and activities as follows; Commentaire : *Salary/Fringe - YEARLY \$50,000.00 * Immunization visit for children zero (0) to eighteen (18) years of age - UNIT RATE \$50.00 * Immunization Completion for children zero (0) to twenty-four (24) Months of age for the 4:3:1:3:3:1:4 series - UNIT RATE \$100.00 * Perinatal Hepatitis B Case Management - Prenatal - UNIT RATE \$300.00 * Perinatal Hepatitis B Case Management - Postnatal - UNIT RATE \$200.00 *School/Childcare IDR Management-Preparation and submittal - UNIT RATE \$250.00 * On-site visit to Schools/childcare facilities to validate IDR Submission data - \$50.00 *Immunization Visit for adults nineteen (19) years of age and older - UNIT RATE \$50.00 * Immunization Visit for Flu Vaccine, in children and adults - UNIT RATE \$50.00. PO PERIOD THRU 6/30/2026 CFDA# 93.268 ***FFATA certification is required.</p> <p>DRS# b500b01e FEDEDC7601 PPC 2606</p>	257,952.0000	Total Cost	1.0000	257,952.00
2	CTR059891	965921-2	<p>Immunization Visit for Flu Vaccine, in children and adults who meet VFC and VFA eligibility requirements PANFLU FEDEDC2541 2606 150 N 18th Ave #260 85007 Phoenix Arizona UNITED STATES</p>	38,250.0000	Each	1.0000	38,250.00

Total before Tax**296,202.00 USD**

Non-Taxable - 0 %

0.00 USD

Total after Tax**296,202.00 USD**

DELIVERY CONDITIONS

Delivery Conditions	Date	Type	%	Amount	Item

PURCHASE ORDER TERMS AND CONDITIONS

State of Arizona
PURCHASE ORDER TERMS AND CONDITIONS
Applied to APP Purchase Orders on or after 11/10/2022

1. Modification. No modification of the purchase order shall bind State of Arizona Buyer (Buyer) unless Buyer agrees to the modification in writing.

2. Packing and Shipping. Seller shall be responsible for industry standard packing which conform to all legal requirements. Containers must be clearly marked with any required identifying information such as the lot number, destination address, and purchase order number.

3. Title and Risk of Loss. The title and risk of loss of the materials shall not pass to Buyer until Buyer physically receives the materials at the point of delivery.

4. Invoice and Payment. A separate invoice shall be issued for each shipment. No invoice shall be issued prior to shipment of materials and no payment will be made prior to receipt and acceptance of materials and correct invoice. Payment due dates, including discount periods, will be computed from date of receipt of materials or date of receipt of correct invoice (whichever is later) to date Buyer's warrant as mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment shall be subject to the provisions of Title 35 of Arizona Revised Statutes (A.R.S.), subject to the requirements and limitations of A.R.S. § 35-154. The Buyer's obligation is payable solely from funds appropriated for the purpose of acquiring the materials or services referred to in this Purchase Order; should Buyer's funding change, no legal liability on the part of the Buyer for any payment may arise under this Purchase Order until funds are made available for performance.

5. Inspection. All materials are subject to final inspection and acceptance by Buyer. Material failing to meet the requirements of this Purchase Order will be held at Seller's risk and may be returned to Seller. If so returned, the cost of transportation, unpacking, inspection, repacking, reshipping, or other similar expenses are the responsibility of the Seller.

6. No Replacement of Defective Tender. Every tender of materials must fully comply with all provisions of Purchase Order as the time of delivery, quantity, quality and the like. If a tender is made which does not fully conform, it shall constitute a breach and Seller shall not have the right to substitute a conforming tender.

7. Gratuities. The buyer may, by written notice to the Seller, cancel this Purchase Order if it is found by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the State of Arizona with the purpose of securing an order or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with the respect to the performing, of such order. In the event this Purchase Order is canceled by Buyer pursuant to this provision, Buyer shall be entitled to recover or withhold from the Seller the amount of the gratuity, in addition to any other rights and remedies available under Arizona state law.

8. Warranties. Seller warrants that all materials and services delivered under this Purchase Order will conform to the requirements of this Purchase Order (including all applicable descriptions, specifications, drawing and samples) will be free from defects in material and workmanship and will be free from defects in design and fill for the intended purposes. Any inspection or acceptance of the materials or services by Buyer shall not alter or affect the obligations of Seller or the right of Buyer under the foregoing warranties.

9. E-Verify. In accordance with A.R.S. § 41-4401, Seller warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23- 214, Subsection A.

10. Protection of State Cybersecurity Interests. Seller shall comply with State Executive Order No. 2023-10, which includes, but is not limited to, a prohibition against (a) downloading and installing of TikTok on all State-owned and State-leased information technology; and (b) accessing TikTok through State information technology.

11. Assignment and Delegation. No right or interest in this Purchase Order shall be assigned by Seller without the written permission of Buyer, and no delegation of any duty of Seller shall be made without written permission of Buyer.

12. Third Party Antitrust Violations. Seller assigns to Buyer any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Seller toward fulfillment of this Purchase Order

13. Interpretation – This Purchase Order is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no course of dealing or usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding. Whenever a term defined by the Uniform Commercial Code (U.C.C.) is used in the Purchase Order, the definition contained in the U.C.C. is to control.

14. Non-Discrimination. The Seller shall comply with State Executive Orders No. 2023-09, 2023-01, 2009-09, and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

15. Indemnity. Seller agrees to indemnify and save Buyer harmless from any loss, damage or expense whatsoever resulting to the Buyer from any and all claims and demands on account of infringement or alleged infringement of any patent in connection with the manufacture or use of any product included in this Purchase Order and upon written request, Seller will defend at its own expense any legal action or suit against Buyer involving any such alleged patent infringement and will pay and satisfy any judgments rendered or settlements reached in any such legal actions or suits. Seller will indemnify Buyer against all claims for damages to persons or property resulting from defects in materials or workmanship

16. Liens. All delivered materials and services performed under this Purchase Order shall be free of all liens and if Buyer requests, a formal release of all liens shall be delivered to Buyer.

17. Contract Number. If an Arizona contract number appears on the face of this Purchase Order or the Purchase Order was placed against an existing Arizona contract, the terms of that contract are incorporated herein by this reference.

18. Taxes. Seller shall be responsible for paying any and all applicable taxes, including but not limited to state and local transaction privilege taxes.

19. Conflict of Interest. Pursuant to A.R.S. § 38-511, this Purchase Order is subject to cancellation by the buyer if any person significantly involved in initiation negotiating securing drafting or creating the contract on behalf of the State is at any time while the contract is in effect, an employee or any other party to the contract in any capacity or a consultant to any other party of the contract will respect to the subject matter of the contract.

20. Remedies and Applicable Law. This Purchase Order shall be governed by the law of the State of Arizona and suits pertaining to this Purchase Order may only be brought under Article 9 of the Arizona Procurement Code (A.R.S. §§ 41-2501 et

seq., and the rules thereunder, A.A.C. R2-7-101 et seq.)

21. Books and Records. Under A.R.S. § 35-214 and § 35-215, the Seller shall retain all books, accounts, reports, files and other records relating to the Purchase Order for five years after completion of the Purchase Order. These books and records shall be available at all reasonable times for inspection and audit by the State at such state offices designated by the State.

22. State Law Certifications. If Seller is a Company as defined in A.R.S. § 35-393, Contractor Seller certifies that it shall comply with A.R.S. § 35-394, regarding use of forced labor of ethnic Uyghurs, as applicable. If this purchase order is over \$100,000, Seller further certifies that it is not currently engaged in a boycott of Israel as described in A.R.S. §§ 35-393 et seq. and will refrain from any such boycott for the duration of this Purchase Order.

23. Arbitration. The Buyer and Seller agree to use arbitration as required by A.R.S. § 12-1518.

Phoenix, on 12/26/2024
PIMA COUNTY / DRS# e8be3962 / GEN & PANFLU / IMMUNIZATIONS / BIZS-PIMA COUNTY

SUPPLIER**PIMA COUNTY****Attn:** DOROTHEE HARMON**Address:** Legal Address

130 W CONGRESS 6TH FL

UNITED STATES

TUCSON, Arizona 85701

Phone:**E-mail:** DOROTHEE.HARMON@PIMA.GOV**ORDER No. PO0000730564***(please refer to this number on all documents)***Amendment:****Requestor:** Myra Chavez**Agency:** Arizona Department of Health Services**Division:** Public Health Preparedness**Department:** ADHS PREP BUR Immunization
Services (BIZS)**Site:** ADHS PREP BIZS S Immunization Program**Phone:** 602-364-3832**Email:** myra.chavez@azdhs.gov**DELIVER TO***(unless specified differently per item)***Address:** 150 N 18th Ave #260

UNITED STATES

Phoenix, Arizona 85007

Deliver To:**Requested Delivery Date:** 12/19/2024*(Unless specified differently per item in section delivery details)***BILL TO****Address:** 150 N 18th Ave #260

invoices@azdhs.gov

UNITED STATES

Phoenix, Arizona 85007

Payment Terms: Net 30

ITEM	CONTRACT ID	CODE/SKU	REFERENCE AND DESCRIPTION	QTY	UNIT	UNIT PRICE (USD)	TOTAL (USD)
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1	CTR059891	861280-1	PIMA COUNTY CONTRACT# CTR059891 : Immunization Visit for Flu Vaccine, in children and adults who meet VFC and VFA eligibility requirements PANFLU FEDEDC2541 2506	38,250.0 000	Each	1.0000	38,250.00
2	CTR059891	861280-2	Delivery of Immunization services and activities as follows; Commentaire : *Salary/Fringe - YEARLY \$50,000.00 * Immunization visit for children zero (0) to eighteen (18) years of age - UNIT RATE \$50.00 * Immunization Completion for children zero (0) to twenty- four (24) Months of age for the 4:3:1:3:3:1:4 series - UNIT RATE \$100.00 * Perinatal Hepatitis B Case Management - Prenatal - UNIT RATE \$300.00 * Perinatal Hepatitis B Case Management - Postnatal - UNIT RATE \$200.00 *School/Childcare IDR Management-Preparation and submittal - UNIT RATE \$250.00 * On-site visit to Schools/childcare facilities to validate IDR Submission data - \$50.00 *Immunization Visit for adults nineteen (19) years of age and older - UNIT RATE \$50.00 * Immunization Visit for Flu Vaccine, in children and adults - UNIT RATE \$50.00. CFDA# 93.268 PO PERIOD THROUGH 6/30/2025 PPHF FEDEDC7601 PPC 2506 *FFATA certification is required DRS# e8be3962	257,952. 0000	Each	1.0000	257,952.00

Total before Tax**296,202.00 USD**

Non-Taxable - 0 %

0.00 USD

Total after Tax**296,202.00 USD**

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PURCHASE ORDER TERMS AND CONDITIONS
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23. Arbitration. The Buyer and Seller agree to use arbitration as required by A.R.S. § 12-1518.

Phoenix, on 8/11/2023
PIMA COUNTY / IMMUNIZATION SERVICES / BIZS-PIMA COUNTY

SUPPLIER**PIMA COUNTY****Attn:** DOROTHEE HARMON**Address:** Legal Address

130 W CONGRESS 6TH FL

UNITED STATES

TUCSON, Arizona 85701

Phone:**E-mail:** DOROTHEE.HARMON@PIMA.GOV**ORDER No. PO0000581709***(please refer to this number on all documents)***Amendment:****Requestor:** Myra Chavez**Agency:** Arizona Department of Health Services**Division:** Public Health Preparedness**Department:** ADHS PREP BUR Immunization
Services (BIZS)**Site:** ADHS PREP BIZS S Immunization Program**Phone:****Email:** myra.chavez@azdhs.gov**DELIVER TO***(unless specified differently per item)***Address:** 150 N 18th Ave #260

UNITED STATES

Phoenix, Arizona 85007

Deliver To:**Requested Delivery Date:** 8/1/2023*(Unless specified differently per item in section delivery details)***BILL TO****Address:** 150 N 18th Ave #260

invoices@azdhs.gov

UNITED STATES

Phoenix, Arizona 85007

Payment Terms: Net 30

ITEM	CONTRACT ID	CODE/SKU	REFERENCE AND DESCRIPTION	QTY	UNIT	UNIT PRICE (USD)	TOTAL (USD)
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2	CTR059891	683944-2	PIMA COUNTY CONTRACT# CTR059891 PO PERIOD THRU 6/30/2024 PO for the delivery of Immunization services and activities as follows; 150 N 18th Ave #260 85007 Phoenix Arizona UNITED STATES Commentaire : *Salary/Fringe - YEARLY \$50,000.00 * Immunization visit for children zero (0) to eighteen (18) years of age - UNIT RATE \$50.00 * Immunization Completion for children zero (0) to twenty-four (24) Months of age for the 4:3:1:3:3:1:4 series - UNIT RATE \$100.00 * Perinatal Hepatitis B Case Management - Prenatal - UNIT RATE \$300.00 * Perinatal Hepatitis B Case Management - Postnatal - UNIT RATE \$200.00 * School/Childcare IDR Management-Preparation and submittal - UNIT RATE \$250.00 * On-site visit to Schools/childcare facilities to validate IDR Submission data - \$50.00 * Immunization Visit for adults nineteen (19) years of age and older - UNIT RATE \$50.00 * Immunization Visit for Flu Vaccine, in children and adults - UNIT RATE \$50.00. CFDA# 93.268 *FFATA certification is required. PPHF FEDEDC7601 PPC 0624	297,090. 0000	Each	1.0000	297,090.00

Total before Tax**335,174.00 USD**

Non-Taxable - 0 %

0.00 USD

Total after Tax**335,174.00 USD**

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2. Packing and Shipping. Seller shall be responsible for industry standard packing which conform to all legal requirements. Containers must be clearly marked with any required identifying information such as the lot number, destination address, and purchase order number.

3. Title and Risk of Loss. The title and risk of loss of the materials shall not pass to Buyer until Buyer physically receives the materials at the point of delivery.

4. Invoice and Payment. A separate invoice shall be issued for each shipment. No invoice shall be issued prior to shipment of materials and no payment will be made prior to receipt and acceptance of materials and correct invoice. Payment due dates, including discount periods, will be computed from date of receipt of materials or date of receipt of correct invoice (whichever is later) to date Buyer's warrant as mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment shall be subject to the provisions of Title 35 of Arizona Revised Statutes (A.R.S.), subject to the requirements and limitations of A.R.S. § 35-154. The Buyer's obligation is payable solely from funds appropriated for the purpose of acquiring the materials or services referred to in this Purchase Order; should Buyer's funding change, no legal liability on the part of the Buyer for any payment may arise under this Purchase Order until funds are made available for performance.

5. Inspection. All materials are subject to final inspection and acceptance by Buyer. Material failing to meet the requirements of this Purchase Order will be held at Seller's risk and may be returned to Seller. If so returned, the cost of transportation, unpacking, inspection, repacking, reshipping, or other similar expenses are the responsibility of the Seller.

6. No Replacement of Defective Tender. Every tender of materials must fully comply with all provisions of Purchase Order as the time of delivery, quantity, quality and the like. If a tender is made which does not fully conform, it shall constitute a breach and Seller shall not have the right to substitute a conforming tender.

7. Gratuities. The buyer may, by written notice to the Seller, cancel this Purchase Order if it is found by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the State of Arizona with the purpose of securing an order or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with the respect to the performing, of such order. In the event this Purchase Order is canceled by Buyer pursuant to this provision, Buyer shall be entitled to recover or withhold from the Seller the amount of the gratuity, in addition to any other rights and remedies available under Arizona state law.

8. Warranties. Seller warrants that all materials and services delivered under this Purchase Order will conform to the requirements of this Purchase Order (including all applicable descriptions, specifications, drawing and samples) will be free from defects in material and workmanship and will be free from defects in design and fill for the intended purposes. Any inspection or acceptance of the materials or services by Buyer shall not alter or affect the obligations of Seller or the right of Buyer under the foregoing warranties.

9. E-Verify. In accordance with A.R.S. § 41-4401, Seller warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23- 214, Subsection A.

10. Assignment and Delegation. No right or interest in this Purchase Order shall be assigned by Seller without the written permission of Buyer, and no delegation of any duty of Seller shall be made without written permission of Buyer.

11. Third Party Antitrust Violations. Seller assigns to Buyer any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Seller toward fulfillment of this Purchase Order

12. Interpretation – This Purchase Order is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no course of dealing or usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding. Whenever a term defined by the Uniform Commercial Code (U.C.C.) is used in the Purchase Order, the definition contained in the U.C.C. is to control.

13. Non-Discrimination. The Contractor shall comply with State Executive Orders No. 2023-01, 2009-09, and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

14. Indemnity. Seller agrees to indemnify and save Buyer harmless from any loss, damage or expense whatsoever resulting to the Buyer from any and all claims and demands on account of infringement or alleged infringement of any patent in connection with the manufacture or use of any product included in this Purchase Order and upon written request, Seller will defend at its own expense any legal action or suit against Buyer involving any such alleged patent infringement and will pay and satisfy any judgments rendered or settlements reached in any such legal actions or suits. Seller will indemnify Buyer against all claims for damages to persons or property resulting from defects in materials or workmanship

15. Liens. All delivered materials and services performed under this Purchase Order shall be free of all liens and if Buyer requests, a formal release of all liens shall be delivered to Buyer.

16. Contract Number. If an Arizona contract number appears on the face of this Purchase Order or the Purchase Order was placed against an existing Arizona contract, the terms of that contract are incorporated herein by this reference.

17. Taxes. Seller shall be responsible for paying any and all applicable taxes, including but not limited to state and local transaction privilege taxes.

18. Conflict of Interest. Pursuant to A.R.S. § 38-511, this Purchase Order is subject to cancellation by the buyer if any person significantly involved in initiation negotiating securing drafting or creating the contract on behalf of the State is at any time while the contract is in effect, an employee or any other party to the contract in any capacity or a consultant to any other party of the contract will respect to the subject matter of the contract.

19. Remedies and Applicable Law. This Purchase Order shall be governed by the law of the State of Arizona and suits pertaining to this Purchase Order may only be brought under Article 9 of the Arizona Procurement Code (A.R.S. §§ 41-2501 et seq., and the rules thereunder, A.A.C. R2-7-101 et seq.)

20. Books and Records. Under A.R.S. § 35-214 and § 35-215, the Seller shall retain all books, accounts, reports, files and other

records relating to the Purchase Order for five years after completion of the Purchase Order. These books and records shall be available at all reasonable times for inspection and audit by the State at such state offices designated by the State.

21. State Law Certifications. If Seller is a Company as defined in A.R.S. § 35-393, Contractor Seller certifies that it shall comply with A.R.S. § 35-394, regarding use of forced labor of ethnic Uyghurs, as applicable. If this purchase order is over \$100,000, Seller further certifies that it is not currently engaged in a boycott of Israel as described in A.R.S. §§ 35-393 et seq. and will refrain from any such boycott for the duration of this Purchase Order.

22. Arbitration. The Buyer and Seller agree to use arbitration as required by A.R.S. § 12-1518.