

OCT 23 2008

PLEASE SUBSTITUTE ATTACHED REVISION PAGES TO SUBJECT CONTRACT.

**SERIAL 05091 RFP MAINTENANCE, REPAIR AND OPERATING SUPPLIES  
(US COMMUNITIES) Contract – THD-RETAIL**

**DATE OF LAST REVISION: October 23, 2008 CONTRACT END DATE: November 30, 2011**

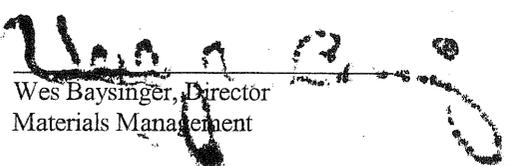
**NOTE: CONTRACT AMENDMENTS POSTED AT END OF DOCUMENT**

**CONTRACT PERIOD THROUGH NOVEMBER 30, 2008 2011**

**TO: All Departments**  
**FROM: Department of Materials Management**  
**SUBJECT: Contract for MAINTENANCE, REPAIR AND OPERATING SUPPLIES  
(US COMMUNITIES)**

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 **November 02, 2005 (Effective 12/01/05)**.

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, Director  
Materials Management

CH/mm  
Attach

Copy to: Materials Management  
Jim Baker, MCDOT  
Gidget Vigil, Equipment Services  
Richard Crago, Facilities Management  
Jan Killebrew, TCOM  
Patty Sanford-Wright, Parks & Recreations  
Bill Thornton, Solid Waste Management



# CONTRACT PURSUANT TO RFP

## THE HOME DEPOT

### (RETAIL STORES)

**SERIAL 05091-RFP**

This Contract is entered into this 2nd day of November, 2005 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Home Depot U.S.A., Inc-Retail, a Delaware corporation ("Contractor") for the purchase of Maintenance, Repair and Operating (MRO) Supplies.

#### 1.0 TERM

- 1.1 This Contract is for a term of three (3) years, beginning on the 1st day of December, 2005 and ending the 30th day of November, ~~2008~~ 2011.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional one (1) year terms up to a maximum of three (3) additional terms. The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

#### 2.0 PAYMENT

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum stated in Final Pricing, attached hereto and incorporated herein as Exhibit "A." Payment shall be made as set forth in the RFP.
- 2.2 Payment under this Contract shall be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the purchase order. Invoices shall contain the following information: purchase order number, item numbers, description of supplies and/or services, sizes quantities, unit prices, and extended totals and applicable sales/use tax. The County is not subject to excise tax.

#### 3.0 DUTIES

- 3.1 The Contractor shall perform all duties stated in the Agreed Scope of Work, attached hereto and incorporated herein as Exhibit "B." Contractor shall perform services at the location(s) and time(s) stated in Exhibit "B," or in the purchase order requesting such services.
- 3.2 The Contractor shall assist Customers with account implementation procedures as described in Exhibit "C," attached hereto and incorporated herein.
- 3.3 INDEMNIFICATION AND INSURANCE:

##### 3.3.1 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, to the extent an impartial arbiter, jointly agreed upon

by both parties (e.g., judge, jury or arbitrator), finally determines that the claim resulted from the negligence or fault of the Contractor.

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.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

3.3.2 Insurance Requirements.

**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++6. 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**.

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.

**CONTRACTOR'S** insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which 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.

**COUNTY** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such 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.

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.

3.3.2.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 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 including, but not limited to, the liability assumed under the indemnification provisions of this Contract which

coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. 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.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

3.3.2.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

3.3.2.3 Workers' Compensation. **CONTRACTOR** shall carry 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, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

**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 agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

### 3.3.3 Certificates of Insurance.

3.3.3.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect 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 be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

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

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.

3.3.3.2 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.

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

3.4 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a Procurement Card (MasterCard) that may be used by the County from time to time, to place and make payment for orders under the Contract.

3.5 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County at its option to utilize the Internet to place orders under this Contract.

3.6 NOTICES:

For County:

Maricopa County  
Department of Materials Management  
Attn: Director of Purchasing  
320 West Lincoln Street  
Phoenix, Arizona 85003

For Contractor:

Home Depot U.S.A., Inc-Retail  
ATTN: Government Solutions Group, Bldg. B-8  
2455 Paces Ferry Road, N.W.  
Atlanta, Georgia 30339

3.7 REQUIREMENTS CONTRACT:

Contractor signifies its understanding and agreement by signing this document, that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made. Orders will only be placed when County identifies a need and issues a purchase order.

Contractor shall take no action under this Contract unless specifically requested by County, which shall submit a written purchase order to Contractor requesting that work be performed or product be delivered.

County reserves the right to cancel purchase orders within a reasonable period of time after issuance. Should a purchase order be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor pursuant to the purchase order. The County will not reimburse the Contractor for any costs incurred after receipt of cancellation, or for

lost profits, or shipment of product or performance of services prior to issuance of a purchase order.

Contractor agrees to accept verbal cancellation of purchase orders.

3.8 **TERMINATION:**

County may unconditionally terminate this Contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.

County may terminate this Contract if Contractor fails to pay any charge when due or fails to perform or observe any other material term or condition of the Contract, and such failure continues for more than ten (10) days after receipt of written notice of such failure from County, or if Contractor becomes insolvent or generally fails to pay its debts as they mature.

3.9 **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.

3.10 **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.

3.11 **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.

3.12 **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.

3.13 **AMENDMENTS:**

All amendments to this Contract must be in writing and signed by both parties.

3.14 **RETENTION OF RECORDS:**

The Contractor agrees to retain all financial books, records, and other documents directly related to this Contract for one (1) year after final payment. The County or State auditors and any other persons duly authorized by Maricopa County shall have full access to, and the right to examine, any and all said materials. Auditing rights shall only apply to Contractor's wholesale affiliate, namely, The Home Depot Supply, Inc., and not to The Home Depot stores ("orange box stores"),

and will be specifically limited to the applicable sales transaction in question for the limited purpose of verifying any applicable discounts. Prior to any audit, the County or State auditors shall provide reasonable written notice to the Contractor, and include in the notice the specifics of the audit to be performed.

If the Contractor's books, records and other documents directly related 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.

3.15 AUDIT DISALLOWANCES:

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.

3.16 VALIDITY:

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

3.17 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall make commercially reasonable efforts to supply to the other party, upon written request, pertinent information that is relevant to a Contract and to the performance there under, unless the information contains trade secrets or is proprietary in nature.

3.18 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.

3.19 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA)

As a Maricopa County ICPA, this agreement allows other Public Agencies, with the approval of the Contract Contractors, to purchase their requirements under the terms and conditions of this Maricopa County Contract.

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

**CONTRACTOR (HOME DEPOT U.S.A., INC.)**

*Joseph J. DeAyala*  
AUTHORIZED SIGNATURE

*Joseph J. DeAyala - EVP HD*  
PRINTED NAME AND TITLE



2455 Paces Ferry Rd NW  
Atlanta, GA 30339  
ADDRESS

*10/17/05*  
DATE

**MARICOPA COUNTY**

BY: *Mark Wilson*  
CHAIRMAN, BOARD OF SUPERVISORS

NOV 9 1 2005  
DATE

ATTESTED:

*Janet R. Campbell*  
CLERK OF THE BOARD

NOV 2 1 2005  
DATE

APPROVED AS TO FORM

*Chris Smith*  
MARICOPA COUNTY ATTORNEY  
DEPUTY MARICOPA COUNTY ATTORNEY

11/7/05  
DATE

**EXHIBIT A**  
**PRICING**

SERIAL: **05091-RFP**

PRICING SHEET:

BIDDER NAME:

Home Depot U.S.A., Inc. (Retail)

F.I.D./VENDOR #:

W000001453

BIDDER ADDRESS:

2455 Paces Ferry Road, N. W.

Atlanta, GA 30339-4024

BIDDER PHONE #

(770) 384-2292

BIDDER FAX #:

(770) 384-4858

COMPANY WEB SITE:

www.homedepot.com

COMPANY CONTACT (REP):

Nathan Ehrlich

E-MAIL ADDRESS (REP):

nathan\_ehrlich@homedepot.com

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL:  YES  NO

ACCEPT PROCUREMENT CARD:  YES  NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:

YES  NO  % REBATE

(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY:  YES  NO  % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT:  YES  NO

PAYMENT TERMS: BIDDER IS REQUIRED TO PICK ONE OF THE FOLLOWING.

TERMS WILL BE CONSIDERED IN DETERMINING LOW BID.

FAILURE TO CHOOSE A TERM WILL RESULT IN A DEFAULT TO NET 30.

BIDDER MUST INITIAL THE SELECTION BELOW.

NET 10

NET 15

NET 20

NET 30

NET 45

NET 60

NET 90

2% 10 DAYS NET 30

1% 10 DAYS NET 30

2% 30 DAYS NET 31

1% 30 DAYS NET 31

5% 30 DAYS NET 31

X

**1.1 Retail Discount**

0.00%

**Refer to Amendment #2**

## **EXHIBIT B**

### **AGREED SCOPE OF WORK MAINTENANCE, REPAIR AND OPERATING SUPPLIES**

#### **1.0 INTENT:**

##### **1.1 GENERAL INTENT**

The intent of this Contract is to provide a source for retail supply of general and specialty hardware, building and construction equipment and materials, building supplies, tools, and other related maintenance repair and operating (MRO) supplies. The Contractor shall have a strong national presence for a vast array of supplies and equipment necessary for the maintenance and repair of residential, commercial and industrial environments for use by various government agencies nationwide.

##### **1.2 REQUIREMENT**

County of Maricopa (herein "Lead Public Agency") on behalf of County of San Diego, the City of San Antonio, Hillsborough County School District and the U.S. Communities' Government Purchasing Alliance (GPA) (Refer Section 1.6), is soliciting Proposals from qualified companies to enter into a Master Agreement for a complete line of Maintenance, Repair and Operation supplies and related services (herein "Products"). **ALL PRODUCTS OFFERED MUST BE NEW, UNUSED, LATEST DESIGN AND TECHNOLOGY AND MOST CURRENT PRODUCT LINES.**

The Contractor(s) must deal directly with any government agency (herein "Participating Public Agency") concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, and payment. The County of Maricopa is acting as "Contracting Agent" for the Participating Public Agencies and shall not be held liable for any costs, damages, etc. incurred by any other Participating Public Agency.

The subsequent contract shall be construed to be in accordance with and governed by the laws of the State in which the Participating Public (government) Agency exists. Each Participating Public (government) Agency enters in to a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) that allows the Participating Public Agency to purchase products from the Contractor(s) in accordance with each Participating Public Agency's purchasing policy and procedures.

##### **1.3 PARTICIPATING PUBLIC AGENCY MODEL**

U.S. Communities has employed the Participating Public Agency Model very successfully with a variety of national suppliers, all of whom are listed at [www.uscommunities.org](http://www.uscommunities.org). Fairfax County, Virginia, Miami-Dade County, FL, Wichita Public Schools, KS, Harford County Public Schools, MD, City of Charlotte/Mecklenburg County, NC and Los Angeles County, California, have served as Lead Public Agencies, signing Master Agreements. Participating Public Agencies "piggy back" on the competitively bid Master Agreement. Vendors comply with the state and local laws, rules and regulations in each state and locality where product is provided. Suppliers offer the Master Agreement as their primary contract with local government agencies nationwide. The program currently does business with over 8,000 Participating Public Agencies under the Master Agreements.

##### **1.4 MARKETING SUPPORT & ADMINISTRATIVE FEES**

U. S. Communities provides marketing support for Contractor's products through its major national sponsors, the National League of Cities, the National Association of Counties (NACo), the National Institute of Governmental Purchasing (NIGP), the Association of School Business Officials International (ASBO) and the U.S. Conference of Mayors (USCM). In addition, the program is sponsored and marketed by a network of State Associations of Counties and Municipal Leagues. U.S.Communities and the sponsors provide administrative and marketing personnel,

including regional managers that directly promote the U.S. Communities program and suppliers to Participating Public Agencies through personal meetings and calls, direct mail, national publications, annual meetings and a network of Local Government and State Associations. Participating Contractors are required to pay to U.S. Communities an administrative fee based on a specified percentage of purchases made. The administrative fee is distributed to the Program's national and state sponsors (with a certain portion also payable to the Lead Agency) and is used to offset the costs of governance, lead agency costs, sponsor costs, and the marketing and administration of U.S. Communities. The successful contractor will be required to execute the U. S. Communities Administrative Agreement.

2.0 **SCOPE OF WORK:**

2.1 **SUPPLIER COMMITMENTS TO U.S. COMMUNITIES**

Each supplier is required to make three basic commitments to insure the overall success of the national program:

**Corporate Commitment** - A commitment that U.S. Communities has the support of senior management, and that U.S. Communities is the primary offering to local government agencies nationwide. The supplier shall make its existing local public agency clients aware of its U.S. Communities contract and upon the local public agency's request; such agency will be transitioned to the supplier's U.S. Communities contract;

**Pricing Commitment** - A commitment that U.S. Communities pricing is the lowest available pricing (net to buyer) to local agencies nationwide and a further commitment that, if a local agency is eligible for lower pricing through a federal, state, regional or local contract, the supplier will match the pricing under U.S. Communities.

**Sales Commitment** - A commitment that the supplier will aggressively market U.S. Communities nationwide and that the sales force will be trained, engaged and committed to offering U.S. Communities to local agencies nationwide with a further commitment that all U.S. Communities sales be accurately and timely reported to the U.S. Communities program office.

2.1.1 A national sales force adequate in size to meet the demands of a multitude of agency needs for the products listed herein.

*The Home Depot, on the other hand, operates primarily as a cash and carry retailer, and therefore relies on our hundreds of thousands of sales associates who staff our many retail stores to meet customers face-to-face and address their needs.*

2.1.2 Ability to provide toll-free telephone access and accept facsimile, state of the art electronic and Internet ordering and payment.

2.1.3 A nationwide customer support system.

*The Home Depot continually assesses our business to find opportunities to support our customers and increase the benefits of doing business with us. We have implemented or expanded a number of in-store initiatives in Home Depot stores and programs aimed at supporting store operations in the last year. Of special interest to the audience served by US Communities is our Professional Business Customer Initiative. We are committed to being the supplier of choice to a variety of professional customers, including carpenters, plumbers, painters, electricians, and building maintenance professionals. In the past year, we have continued to expand our "Pro" initiative, which adds service-related programs to our stores that are designed to meet the special needs of professional customers. Stores participating in the program have added associates at a sales desk dedicated to providing more personalized service to professional customers, including managing accounts and taking and filling orders for pick-up or delivery. Additionally, during the hours when professionals typically shop, these stores have assigned sales associates in certain departments to better assist these customers. We have also increased the available quantities and packaging of products on hand to serve professionals who typically purchase in bulk. Through this initiative, we have identified best practices in serving our professional customers that have been implemented in more than 1500 of our stores.*

- 2.1.4 A single point of contact (National Account Manager/Program Manager) to interact with the U.S. Communities Program Staff.

2.1.4.1 RETAIL SALES:

Project Manager  
THE HOME DEPOT  
2455 Paces Ferry Road, N. W.  
Atlanta, GA 30339-4024

Office: (770) 384-2292  
Cell: (678) 576-4994  
Fax: (770) 384-4858

- 2.1.5 *The primary web site for The Home Depot is [www.homedepot.com](http://www.homedepot.com). Through it, we offer approximately 15,000 items that can be delivered by a parcel delivery service. Managing product selection and pricing nationally allows us to promote the same product and price to all visitors to our web sites and allows us to leverage on-line marketing channels that reach across markets.*

*In addition to products, the site offers information about our products and projects, calculators to estimate the amount and kinds of materials needed to complete a project, as well as information about our company (including store locations and hours of operation) and links to our other on-line businesses. As with our stores, the focus of our web site is on providing information and customer service. We believe our Internet site helps us to educate and build relationships with our customers, improve service, and make shopping more convenient.*

- 2.1.6 Describe the capacity of your company to meet Minority and Women Business Enterprises (MWBE) and other local purchasing preferences, which will vary among Participating Public Agencies.

*We recognize that local purchasing preferences (MWBE, etc.) exist among the many public agencies that might chose to participate in a US Communities contract, and that this solicitation is silent with regard to compliance with those preferences that one might specify in advance. We will respectfully consider all local preferences that a participating public agency might wish to include in their own agreement with THD and we will provide Tier 2 reporting in the aggregate of products that THD purchase for resale from manufacturers that identify themselves as minority, disadvantaged, or small.*

- 2.1.7 Describe your company's internal management system for processing orders from point of customer contact through delivery and billing. Please state: 1.) If your Internet ordering system is OBI (open buying on the Internet) compatible; 2.) If you use a single system or platform for all phases of the ordering, processing, delivery and billing.

- 2.1.8 Describe your firm's ability to report quarterly sales under this Agreement by the individual Participating Public Agency.

*Bi-weekly for the past five years, in conformance with the requirements of a contract that The Home Depot and The Home Depot Supply hold jointly with the State of New York, we have collected the sales data requested, and reported it to our customer and to our internal management. The success of the process has always depended on accurately collecting in advance information about the bankcards that the customers use to make payment. By requiring participating public agencies to register their bankcards with us in advance, we can assure US Communities and ourselves that when we extract data from our sales journals we will find all the activity of bona fide users of the contract.*

2.1.9 Describe your firm’s ability to provide detailed management reporting by Participating Public Agency. Identify the level(s) (Agency, Division, Department, Individual) of reporting detail available in the following categories:

- 2.1.9.1 Sales dollars
- 2.1.9.2 Sales histories by manufacturer, item description, part number, quantity, NIGP codes
- 2.1.9.3 Procurement card (MasterCard or Visa brand)
- 2.1.9.4 On-time deliveries
- 2.1.9.5 Back Orders

2.1.10 Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

*Routinely expanding the product categories allowable under this solicitation to include MRO-related products distributed by our sister businesses now and as we acquire new ones could be of great benefit to participating public agencies. Allowing for the modification of this agreement to include product line expansion as Home Depot grows without the need to re-compete all possible additions would seem to offer all parties attractive efficiencies.*

2.2 THE HOME DEPOT RETAIL OUTLETS (09/01/2005):

	RETAIL STORES			RETAIL STORES
ALABAMA	23		MONTANA	6
ALASKA	4		NEBRASKA	8
ARIZONA	45		NEVADA	14
ARKANSAS	11		NEW HAMPSHIRE	19
CALIFORNIA	187		NEW JERSEY	58
COLORADO	38		NEW MEXICO	13
CONNECTICUT	22		NEW YORK	89
DELAWARE	6		NORTH CAROLINA	38
FLORIDA	128		NORTH DAKOTA	1
GEORGIA	67		OHIO	60
HAWAII	7		OKLAHOMA	13
IDAHO	11		OREGON	18
ILLINOIS	63		PENNSYLVANIA	62
INDIANA	23		RHODE ISLAND	8
IOWA	8		SOUTH CAROLINA	20
KANSAS	15		SOUTH DAKOTA	1
KENTUCKY	14		TENNESSEE	30
LOUISIANA	23		TEXAS	157
MAINE	10		UTAH	17
MARYLAND	38		VERMONT	4
MASSACHUSETTS	40		VIRGINIA	39
MICHIGAN	67		WASHINGTON	36
MINNESOTA	29		WEST VIRGINIA	4
MISSISSIPPI	12		WISCONSIN	26
MISSOURI	30		WYOMING	3
<b>TOTAL</b>		<b>1,665</b>		

- 2.2.1 Retail sales at the local store may be placed as:  
(A) Will call (phone or fax order)  
(B) Point of sale (POS)

- 2.2.2 Identify the delivery interval after receipt of order (ARO) for locally delivered products.

*For The Home Depot, local delivery is available from only some stores. The Home Depot business model is predicated on the assumption that most customers will take their purchases with them. Delivery, if requested, is treated as an extra service, the cost of which should be borne by the customer requesting it, and not by the public at large. Therefore, the cost of delivery is not "built into" our product selling prices. The Home Depot typically contracts for delivery for those customers who request it.*

*Orders for products delivered from the retail stores cannot be placed through the Internet. Orders placed through the Internet at [www.homedepot.com](http://www.homedepot.com) or at <http://www.contractorservices.homedepot.com> are fulfilled from distribution centers, not from retail stores.*

- 2.3.2 Provide your retail outlet hours of operation.

*The hours of operation of our more than 1800 retail stores vary seasonally. A phone call to one's local store is recommended. The location and phone number of the nearest store can be found at [www.homedepot.com](http://www.homedepot.com).*

2.4 PRODUCTS:

- 2.4.1 THE PRIMARY OBJECTIVE IS FOR EACH VENDOR TO PROVIDE ITS ENTIRE CATALOG OF PRODUCT SO THAT PARTICIPATING PUBLIC AGENCIES MAY ORDER A BROAD RANGE OF PRODUCT AS APPORPRIATE FOR THEIR NEEDS
- 2.4.2 Explain any additional pricing incentives that may be available such as large volume purchases.

2.5 CUSTOMER SUPPORT SERVICES:

- 2.5.1 Explain your firm's policy regarding:

(A) Quality Assurance

*As distributors of products manufactured by others, The Home Depot formally delegate quality assurance responsibilities to our suppliers through our Vendor Buying Agreements. VBA's are reviewed annually and vendors are held responsible for assuring us that their products conform to all applicable industry standards, meeting or exceeding them in verifiable tests. We require that manufacturers warrant their products when appropriate, and we assist our customers in exercising their rights under those warranties if they should need to.*

(B) Minimum order requirement

*None.*

(C) After hours service (including weekends and holidays)

*Internet and fax service is available 7/24.*

(D) Special Orders

*Detail the sub-contracting process (ordering, shipment, invoicing) for those products not carried in your firm's warehouse distribution center. The process shall be transparent to the Participating Public Agencies.*

*A team of technical specialists does the research to find a manufacturer who makes what the customer needs, and then faxes a quote showing the costs of the item and its delivery time.*

*An important service we offer our customers is access to all the goods manufactured by our hundreds of suppliers, not just the small portion of their total line that is frequently demanded and that we stock for immediate delivery. Our Special Orders department processes requests for these goods. As part of their preparation of a quote, our associates choose either to bring the merchandise into our distribution center and then reship it to the customer, or drop ship it directly from the manufacturer to the customer. In both cases, the customer views us as the merchant of record, placing their purchase order with us and paying the invoice from us. The customer does not see, and is not involved in any way in the transaction with the manufacturer.*

2.6 DELIVERY AND FREIGHT REQUIREMENTS:

- 2.6.1 All domestic shipments shall be FOB Origin, Freight Prepaid and Included.
- 2.6.2 The Contractor shall retain control for carrier selection and payment of freight charges of all goods until received by the requesting Participating Public Agency and the contract coverage completed. The Contractor shall also file all claims for visible or concealed damage. The Participating Public Agency will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection of the goods.
- 2.6.3 Handling fees, if any, shall be included in the wholesale pricing.
- 2.6.4 EXHIBIT D identifies items incurring shipping charges (Refer §2.2.1) for domestic delivery.
- 2.6.5 Shipping and handling fees are allowable to areas outside the continental U.S.

## **EXHIBIT C**

### **ACCOUNT IMPLEMENTATION PROCEDURES**

It is The Home Depot's intention to utilize the US Communities website to provide Public Participating Agencies with information requirements for recognizing them as valid users of the US Communities contract. On the website, Home Depot will describe three options for payment, and allow applicants to choose the option that best meets their needs.

Option A - Customer pays for all purchases with a bankcard.

Option B - Customer pays for all purchases with a THDS prox account.

Option C - Customer pays for purchases in the stores with their bankcard, but wants THDS to accept purchase orders and send invoices.

If the customer chooses Option A, the Account Services representative at THDS will open a customer file that is linked to this contract and call the customer to get bankcard number(s) the customer intends to use. That data will be retained in a field reserved for it. Once the bankcard number is entered, all the customer's future purchases with that bankcard either in the stores or at THDS will be captured and linked to the contract for reporting.

If the customer chooses Option B, the Account Services representative at THDS will open a customer file that is linked to this contract and will inform Citibank of the customer's request for credit. Citibank will evaluate the request and (if the agency is credit worthy) open a numbered prox account. Citibank will provide that account number to THDS Account Services, who will include it in the field reserved for it. The customer will be notified that the prox account is ready to use by the THDS Account Services representative who will also make sure the customer knows how to use it in conjunction with the agency's purchase orders. This is a vitally important step in quality control and cannot be taken casually. It will occur between a purchasing professional on the customer's side and a credit administration professional on the seller's side. It will be our responsibility, before divulging the account number, to ensure that the customer's representative fully understands how to instruct their trades people who use the account in the stores to carefully adhere to the administrative details that will ensure prompt payment of all invoices. All future uses of the prox account both at the stores or at THDS will be captured and linked to the contract for reporting.

If the customer chooses Option C, the THDS Account Services representative will also obtain a completed commercial account application and code the customer's file to accept purchase orders and send invoices. All future uses of the bankcard at the stores or the open credit account with THDS will be captured and linked to the contract for reporting.

**CONTRACT AMENDMENT #1**

**(EFFECTIVE 09/01/07)**

**MEMORANDUM OF UNDERSTANDING BETWEEN  
HOME DEPOT U.S.A., INC.  
AND  
HD SUPPLY FACILITIES MAINTENANCE, LTD.**



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

29 August 2007

Subject: HOME DEPOT U.S.A., INC. AND HD SUPPLY FACILITIES MAINTENANCE, LTD  
SUPPORT OF CONTRACT 05091 WITH MARICOPA COUNTY (US  
COMMUNITIES) – SUBMITTAL OF MEMORANDUM OF UNDERSTANDING

To: Maricopa County  
Department of Materials Management  
320 West Lincoln Street  
Phoenix, AZ 85003  
Attention: C. Hinegardner

Reference: (a) Contract 05091 with Maricopa County, AZ and Associated US Communities  
Administrative Agreement for MRO Supplies

Enclosure: (1) Memorandum of Understanding between Home Depot U.S.A., Inc. and HD  
Supply Facilities Maintenance, Ltd. in Support of Contract 05091 with Maricopa  
County, AZ and Associated U.S. Communities Administrative Agreement –  
effective 8/22/07

1. This correspondence is to identify that Home Depot is selling the HD Supply business unit, which includes HD Supply Facilities Maintenance (formerly The Home Depot Supply, Inc.) to the private equity firms of Bain Capital Partners, The Carlyle Group and Clayton, Dubilier & Rice. Effective date of the close of the sale is targeted for 8-31-07.
2. To ensure continued seamless support of the US Communities contract, the parties have committed to the enclosed Memorandum of Understanding (MOU) to ensure each entity continues the required execution and expansion of the contract(s) by performing the requirements therein.
3. Home Depot and HD Supply Facilities Maintenance (HDSFM) are committed to continued fulfillment of U.S. Communities Contract 05091.
4. If you have any questions please direct them to the undersigned at 770-384-3772.

Respectfully,

HOME DEPOT U.S.A. INC.

A handwritten signature in cursive script that reads "Richard Nyberg".

Richard Nyberg  
Government and National Accounts  
Contracts Manager

Cc: Kevin Juhring  
U.S. Communities  
15843 Crabbs Branch Way Suite 200  
Rockville, MD 20855



**MEMORANDUM OF UNDERSTANDING BETWEEN  
HOME DEPOT U.S.A. INC.  
AND  
HD SUPPLY FACILITIES MAINTENANCE, LTD.  
IN SUPPORT OF  
CONTRACT 05091 WITH MARICOPA COUNTY, AZ  
AND ASSOCIATED U.S. COMMUNITIES ADMINISTRATIVE AGREEMENT**

This Memorandum of Understanding ("MOU") is entered into this 22nd day of August, 2007 ("Effective Date") by and between Home Depot U.S.A. Inc. ("Home Depot"), a Delaware Corporation, and HD Supply Facilities Maintenance, Ltd. ("HDSFM"), a Florida Limited Partnership

WHEREAS, Home Depot and HDSFM have entered into an exclusive Maintenance, Repair, and Operating (MRO) Supplies supply contract with Maricopa County, AZ and associated Administration Agreement with U.S. Communities Purchasing and Finance Agency dated December 1, 2005 ("Contract 05091");

WHEREAS, Home Depot is selling the business unit comprised of HDSFM to the private equity firms of Bain Capital Partners, The Carlyle Group and Clayton, Dubilier & Rice;

WHEREAS, the parties have agreed to support the performance requirements of Contract 05091 as separate legal entities according to the terms set forth in this MOU..

NOW, THEREFORE, for and in consideration of the mutual agreements contained in this MOU, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all parties, the parties agree as follows:

- I. Continue execution and expansion of Contract 05091 by performing the requirements therein for each separate entity and providing consistent support of the customers thereunder. All terms of Contract 05091 will apply separately to each business as applicable.
- II. Home Depot Responsibilities:
  1. Providing the confidential sales reporting information and associated rebate remittance for associated contract sales from Home Depot retail stores only, as required under Contract 05091.
  2. Supporting the supplier commitments under contract 05091, including Corporate Commitments, Pricing Commitments, Sales Commitments, and Marketing Commitments for Home Depot Store customers only.
  3. Any Home Depot specific operational efforts/expenses associated with servicing the contract throughout its term.
- III. HDSFM Responsibilities:
  1. Providing the confidential sales reporting information and associated rebate remittance for direct sales from HDSFM associated contract accounts under their catalog program.
  2. Supporting the supplier commitments under Contract 05091, including Corporate commitments, Pricing Commitments, Sales Commitments, and Marketing Commitments for HDSFM direct customers only.
  3. Assumption of all HDSFM specific operational efforts/expenses associated with servicing the contract throughout its term.

**MEMORANDUM OF UNDERSTANDING BETWEEN  
HOME DEPOT U.S.A. INC.  
AND  
HD SUPPLY FACILITIES MAINTENANCE, LTD.  
IN SUPPORT OF  
CONTRACT 05091 WITH MARICOPA COUNTY, AZ  
AND ASSOCIATED U.S. COMMUNITIES ADMINISTRATIVE AGREEMENT**

- IV. Home Depot and HDSFM Joint Responsibilities:
1. Payment of individual tiered remittance percentages based upon each party's pro-rata share of the total quarterly/annual combined sales under Contract 05091.
  2. Supporting any required meetings that are associated with performance of Contract 05091 as a whole, not attributable to only one line of business.
  3. Protection of the of the other party's proprietary information with the same measures that each party uses to protect its own proprietary/confidential information. This protection will include maintaining administrative, technical and physical safeguards to protect against unauthorized access, use, modification, and disclosure of information. Furthermore, any shared information will not be shared with other entities/customer without the express consent of the originating party.
- V. Amendment. The parties may mutually agree to modify this MOU at any time by written amendment. This MOU will be re-evaluated by the parties prior to the contract completion/extension date for Contract 05091 (December 1, 2008); and prior to any additional extension activities.
- VII. Dispute Resolution. The parties agree that any dispute which may arise regarding their activities under the terms of Contract 05091 will be settled under the provisions therein. Any disputes between the parties regarding the support of Contract 05091 will be settled by mediation at a venue mutually agreeable to the party's
- VIII. Entire Agreement. This MOU constitutes the entire agreement and understanding of the parties with respect to the subject matter of this MOU and supersedes all prior discussions and agreements, either oral or written, relating to the subject matter of this MOU. This MOU may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument. Facsimile signatures on such counterparts shall be deemed originals.

**AGREED AND ACCEPTED:**

**HOME DEPOT U.S.A., INC.**

By: Ron Jarvis  
[Signature]  
Semin VP Pro/Tool Rental  
[Title]  
8/6/07  
[Date]

**HD SUPPLY FACILITIES  
MAINTENANCE, LTD.**

By: Billy Chau  
[Signature]  
VP Finance  
[Title]  
8/22/07  
[Date]

AMENDMENT #2

EFFECTIVE 07/01/08

The Contract between Maricopa County and Home Depot U.S.A., Inc., has been amended to include an annually disbursed rebate incentive plan for all credit card transactions as outlined below.

INCENTIVE PLAN

The following incentive plan will be cooperatively marketed and made available to participating agencies procurement members. The Program's incentive plan is as follows:

Eligibility for rebate incentives to the participating agencies requires registration with Home Depot as a US Communities participant. Eligible sales will commence upon completion of the enrollment based upon sales that occurred on those accounts from the date of registration through the calendar year. For 2008 (only), any agencies registered with Home Depot prior to 7/1/08 will have their 2008 rebate based upon the registration date of the associated card; even if that date is prior to 7/1/08. Tracking of potential incentives will begin once the cards are successfully enrolled.

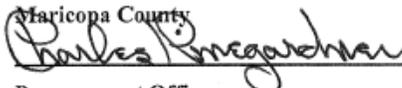
The annual disbursement of the rebate incentives to the participating agencies, by Home Depot, will be completed no later than sixty (60) days after the end of each calendar year, with annual disbursement made of a cash rebate, payable (based on pretax sales) by check as follows:

- At least \$25,000 to \$100,000 Annual Net sales = 1% Rebate of Net Sales
- Over \$100,000 Annual Net sales = 2% Rebate of Net Sales

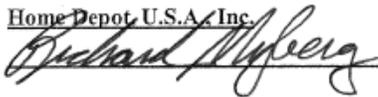
Administrative Information

- Home Depot shall have the right to reduce any disbursement made to participating agencies hereunder in consideration of any returns, disputed purchases, disputed credit card charges, disputed warranty or workmanship claims, other disputed claims, delinquency, etc., made by or attributable to any purchase.
- Participating agencies acknowledge that it will provide complete and accurate information and that Home Depot will rely upon the completeness and accuracy of the credit card information and other pertinent information provided to Home Depot for purposes of enabling Home Depot calculate the disbursements due such businesses hereunder. Disputes specific to rebate remittance are to be identified and/or resolved within ninety (90) days of receipt of remittance check.

ACCEPTANCE:

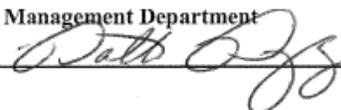
Maricopa County  
  
Procurement Officer

07.01.08  
Date

Home Depot U.S.A. Inc.  


7/1/08  
Date

APPROVAL:

Materials Management Department  
  
Director

7/10/08  
Date

deputy



2455 Paces Ferry Rd., S.E. • Atlanta, GA 30339

5 June 2008

Subject: HOME DEPOT U.S.A., INC. CONTRACT 05091 WITH MARICOPA COUNTY  
(US COMMUNITIES) – SUBMITTAL OF ADDITIONAL REBATE OFFER

To: Maricopa County  
Department of Materials Management  
320 West Lincoln Street  
Phoenix, AZ 85003  
Attention: C. Hinegardner

Reference: (a) Contract 05091 with Maricopa County, AZ and Associated US  
Communities Administrative Agreement for MRO Supplies

1. Home Depot respectfully requests an addendum to the referenced contract to include an additional rebate incentive directly to participating agencies as outlined below:

**INCENTIVE PLAN**

The following incentive plan will be cooperatively marketed and made available to participating agencies procurement members. The Program's incentive plan is as follows:

- a. Eligibility for rebate incentives to the participating agencies requires registration with Home Depot as a US Communities participant. Eligible sales will commence upon completion of the enrollment based upon sales that occurred on those accounts from the date of registration through the calendar year. For 2008 (only), any agencies registered with Home Depot prior to 7/1/08 will have their 2008 rebate based upon the registration date of the associated card; even if that date is prior to 7/1/08. Tracking of potential incentives will begin once the cards are successfully enrolled.
- b. The annual disbursement of the rebate incentives to the participating agencies, by Home Depot, will be completed no later than sixty (60) days after the end of each calendar year, with annual disbursement made of a cash rebate, payable (based on pre-tax sales) by check as follows:

- At least \$25,000 to \$100,000 Annual Net sales = 1% Rebate of Net Sales
- Over \$100,000 Annual Net sales = 2% Rebate of Net Sales

c. Administrative Information

- Home Depot shall have the right to reduce any disbursement made to participating agencies hereunder in consideration of any returns, disputed purchases, disputed credit card charges, disputed warranty or workmanship claims, other disputed claims, delinquency, etc., made by or attributable to any purchase.
  - Participating agencies acknowledge that it will provide complete and accurate information and that Home Depot will rely upon the completeness and accuracy of the credit card information and other pertinent information provided to Home Depot for purposes of enabling Home Depot calculate the disbursements due such businesses hereunder. Disputes specific to rebate remittance are to be identified and/or resolved within ninety (90) days of receipt of remittance check
2. Home Depot is available at any time to discuss further this added benefit to participating agencies to ensure timely incorporation in the referenced contract.
3. If you have any questions please direct them to Mr. Mike Fiorot at 610-253-2354 or the undersigned at 770-384-3772.

Respectfully,

HOME DEPOT U.S.A. INC.



Richard Nyberg  
Government Contracts Manager

Cc: Kevin Juhring  
U.S. Communities  
15843 Crabbs Branch Way Suite 200  
Rockville, MD 20855



## US Communities/The Home Depot Program Enrollment Form

Completion of this enrollment document is required to participate in the US Communities program with The Home Depot, and affirms that the enrollee has registered for the US Communities Government Purchasing Alliance @ <http://www.uscommunities.org/reg>.

Participation in the program requires tracking and reporting of all associated sales. In order to receive any earned volume incentives, all account numbers utilized for procurements under this program must be provided to The Home Depot and updated on a quarterly basis should there be any changes, additions or deletions. These numbers may include any and all Home Depot Commercial Accounts and/or Procurement Cards (Visa, Mastercard, American Express, Discover, etc.). The Home Depot meets all current standards for PCI DSS, which ensures that no customer credit account data is stored in any usable form. The PCI Data Security Standard (PCI DSS) is a multifaceted security standard that includes requirements for security management, policies, procedures, network architecture, software design and other critical protective measures. This comprehensive standard is intended to help organizations proactively protect customer account data.

Please complete this document in full and submit for enrollment in The Home Depot / US Communities program.

### REQUIRED INFORMATION

Public Agency Name/Dept: \_\_\_\_\_

Tax ID Number (TIN): \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

**The individual email address listed on this form will receive an automated invite containing a link to our secure PCI website. ALL account numbers utilized for procurement under this program (Home Depot, Visa, Mastercard, Amex, etc.) must be registered via this website to qualify for earned volume incentives.**

**Tax Exempt Customers:** [Register](#) for exemption.

**Home Depot Commercial Account (for Purchase Orders or direct buy):** [Setup](#)

**FAX COMPLETED FORM TO: 866-589-0691**

**Or, if your browser settings permit, EMAIL TO: [uscommunities@homedepot.com](mailto:uscommunities@homedepot.com)**

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**CONTRACT AMENDMENT #3**

**EFFECTIVE 11/01/2008**

**EXHIBIT B, Section 1.1, entitled General Intent, is amended to include:**

- 1. Assembly and/or installation services of products purchased through the Home Depot, such as:**
  - 1.1 Appliances**
  - 1.2 Plumbing Fixtures (sinks, toilets, bathtubs)**
  - 1.3 Cabinets**
  - 1.4 Flooring (carpet, tile)**
  - 1.5 Window Covering**
  - 1.6 Fencing**
  - 1.7 Electrical Products (ceiling fans, lighting)**
  - 1.8 Roofing**
  
- 2. Rental of any tools or equipment deemed necessary by an Agency to maintain, repair or upgrade existing facilities.**

**HOME DEPOT USA INC-RETAIL, 2455 PACES FERRY ROAD NW, ATLANTA, GA 30339**

**PRICING SHEET NIGP 4500002**

Terms: Net 30

Vendor Number: W000001453 X

Telephone Number: 866-589-0690

Fax Number: 888-589-0691

Contact Person: Nathan Ehrlich

E-mail Address: [hd\\_government\\_solutions@homedepot.com](mailto:hd_government_solutions@homedepot.com)

Company Web Site: [www.homedepot.com](http://www.homedepot.com)

Certificates of Insurance Required

Contract Period: To cover the period ending **November 30, 2008 2011.**