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# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES  
25 Capitol Street – Room 100  
Concord, New Hampshire 03301  
(603) 271-3201 | [Office@das.nh.gov](mailto:Office@das.nh.gov)

Charles M. Arlinghaus  
Commissioner

Catherine A. Keane  
Deputy Commissioner

Sheri L. Rockburn  
Assistant Commissioner

March 27, 2024

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

## REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a **Sole Source** amendment for an existing contract (Contract #8003076), with Home Depot U.S.A., Inc. (VC# 171486), Atlanta GA, for building materials and hardware by increasing the price limitation by \$700,000.00 from \$1,400,000.00 to \$2,100,000.00 with no change to the completion date of February 28, 2025 effective upon Governor and Executive Council. The original contract was approved by the Commissioner of the Department of Administrative Services on May 18, 2022.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

## EXPLANATION

This request is **Sole Source** due to agency usage nearing the current price limitation and the increase request being greater than 10%. The contract nearing the current price limitation was discovered during routine reporting conducted by the Bureau of Purchase and Property (BoPP).

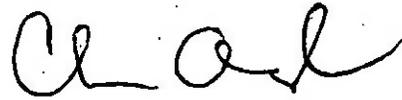
As previously stated, this contract (Contract #8003076) was originally approved by the Commissioner of the Department of Administrative Services on May 18, 2022.

BoPP, upon further examination of historical and current spending data, has revised the spend forecast to cover current, and future expenditures against this contract (Contract #8003076) for the duration of the contract term. It is BoPP's intention to continue to closely monitor the utilization of this contract (Contract #8003076) to avoid any unforeseen spikes in purchase volume, which will include proactive communication with the contractor and end-using agencies. By increasing the price limitation to \$2,100,000.00, this will allow the continued use of the contract without exceeding the total price limitation and taking into consideration increases in purchase volume due to unforeseen needs.

Contract financials	
Current price limitation	\$1,400,000.00
Actual current spend	\$1,008,820.95
Remaining price limitation balance	\$391,179.05
Increase requested	\$700,000.00
New price limitation	\$2,100,000.00

Based on the foregoing, I am respectfully recommending approval of the **Sole Source** contract amendment with Home Depot U.S.A., Inc.

Respectfully submitted,



Charles M. Arlinghaus  
Commissioner



Division of Procurement Support Services  
Bureau of Purchase Property  
RFB Summary

Gary S. Lunetta  
Director  
(603) 271-2201

Contract 8003076 spend summary		
FY2022	Vendor Usage	\$565,806.59
	<b>Sub total</b>	<b>\$565,806.59</b>
FY2023	Vendor Usage	\$443,014.36
	<b>Sub total</b>	<b>\$443,014.36</b>
	<b>Total Spend</b>	<b>\$1,008,820.95</b>

**FIRST AMENDMENT TO THE CONTRACT  
BETWEEN HOME DEPOT U.S.A., INC .  
AND  
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,  
FOR BUILDING MATERIALS AND HARDWARE  
CONTRACT # 8003076**

This First Amendment (hereinafter referred to as the "Amendment"), dated this 15 day of February, 2024 is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Home Depot U.S.A., Inc. (hereinafter referred to as "the Contractor") for Building Material and Hardware.

WHEREAS, pursuant to an agreement effective May 17, 2022 set to expire February 28, 2025, amended by this the First Amendment (hereinafter referred to as "the Agreement"), the Contractor agreed to provide certain building materials and hardware for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 17 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:  
\$2,100,000.00
2. Amend Exhibit C Contract Price; Change to the following:  
\$2,100,000.00

Contract financials	
Current price limitation	\$1,400,000.00
Add this amendment	\$700,000.00
Requested new price limitation	\$2,100,000.00

3. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on May 17, 2022, effective May 17, 2022 and set to expire February 28, 2025, shall remain in full force and effect.

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

By: 

Richard Nyberg  
(Print Name)

Title: Director Pro Contracts

Date: 2/15/24

**STATE OF NEW HAMPSHIRE**

By: 

Charles M. Arlinghaus  
(Print Name)

Title: Commissioner  
Department of Administrative Services

Date: 3-8-24

**OFFICE OF THE ATTORNEY GENERAL**

By: Duncan A. Edgar  
Duncan A. Edgar

Title: Attorney

Date: March 12, 2024

The foregoing contract was approved by the  
Governor and Council of New Hampshire  
on

\_\_\_\_\_

Signed: \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

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

# STATE OF GEORGIA

## Secretary of State

Corporations Division  
313 West Tower  
2 Martin Luther King, Jr. Dr.  
Atlanta, Georgia 30334-1530

### CERTIFICATE OF EXISTENCE

I, **Brad Raffensperger**, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

**HOME DEPOT U.S.A., INC.**  
a Foreign Profit Corporation

was formed in the jurisdiction stated below or was authorized to transact business in Georgia on the below date. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.

Docket Number : 26692600  
Date Inc/Auth/Filed: 08/11/1989  
Jurisdiction : Delaware  
Print Date : 02/14/2024  
Form Number : 211



*Brad Raffensperger*

Brad Raffensperger  
Secretary of State



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<b>MEMORANDUM OF INSURANCE</b>	<b>DATE</b> 24-Feb-2023
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This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via <https://marshdigital.marsh.com/marshconnect/viewMOI.action?clientId=null>. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.

<b>PRODUCER</b> Marsh USA Inc. ("Marsh")	<b>COMPANIES AFFORDING COVERAGE</b>
<b>INSURED</b> The Home Depot, Inc. Home Depot U.S.A., Inc. 2455 Paces Ferry Road, Atlanta Georgia 30339 United States	Co. A Old Republic Insurance Company
	Co. B Indemnity Ins Co of North America
	Co. C ACE American Insurance Company
	Co. D Safety National Casualty Corporation
	Co. E
	Co. F

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS MEMORANDUM MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
					LIMITS IN USD UNLESS OTHERWISE INDICATED	
A	GENERAL LIABILITY Commercial General Liability Occurrence	MWZY316648	01-Mar-2022	01-Mar-2025	GENERAL AGGREGATE	USD 2,000,000
					PRODUCTS - COMP/OP AGG	USD 2,000,000
					PERSONAL AND ADV INJURY	USD 1,000,000
					EACH OCCURRENCE	USD 1,000,000
					FIRE DAMAGE (ANY ONE FIRE)	USD 1,000,000
					MED EXP (ANY ONE PERSON)	EXCLUDED
A	AUTOMOBILE LIABILITY Any Auto SELF INSURED AUTO PHYSICAL DAMAGE	MWTB316649	01-Mar-2022	01-Mar-2025	COMBINED SINGLE LIMIT	USD 1,000,000
					BODILY INJURY (PER PERSON)	
					BODILY INJURY (PER ACCIDENT)	
					PROPERTY DAMAGE	
A	EXCESS LIABILITY Other than Umbrella Form	MWZX316647	01-Mar-2022	01-Mar-2025	EACH OCCURENCE	USD 10,000,000
					AGGREGATE	USD 10,000,000
B C	WORKERS COMPENSATION / EMPLOYERS LIABILITY THE PROPRIETOR / PARTNERS / EXECUTIVE OFFICERS ARE Included	SCFC50668198 (WI)	01-Mar-2023	01-Mar-2024	WORKERS COMP LIMITS	Statutory
		WLRC50668150 (MT)	01-Mar-2023	01-Mar-2024	EL EACH ACCIDENT	USD 5,000,000
					EL DISEASE - POLICY LIMIT	USD 5,000,000
					EL DISEASE - EACH EMPLOYEE	USD 5,000,000

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

## MEMORANDUM OF INSURANCE

DATE  
24-Feb-2023

This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via <https://marshdigital.marsh.com/marshconnect/view/MOI.action?clientId=null>. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.

### PRODUCER

Marsh USA Inc.  
("Marsh")

### INSURED

The Home Depot, Inc.  
Home Depot U.S.A., Inc.  
2455 Paces Ferry Road, Atlanta  
Georgia 30339  
United States

### ADDITIONAL INFORMATION

Workers Compensation Continued:

Carrier: Safety National Casualty Corporation

Policy Number: LDS4068089

AL,AR,AZ,FL,GA,IA,KS,KY,LA,MS,MO,NC,NE,NM,ND,OK,SC,SD,TN,VA,WV,WY

Effective Date: 03/01/2023

Expiration Date: 03/01/2024

Employers Liability Limit: \$5,000,000

Carrier: Indemnity Insurance Company of North America

Policy Number: WLRC50668058

AK,CO,DC,DE,HI,IN,MA,MD,ME,MN,MT,NH,NJ,NY,PA,RI,VT

Effective Date: 03/01/2023

Expiration Date: 03/01/2024

Employers Liability Limit: \$5,000,000

Carrier: Safety National Casualty Corporation

Policy Number: SP4068090 (QSI)

CA,OR,WA

Effective Date: 03/01/2023

Expiration Date: 03/01/2024

Employers Liability Limit: \$5,000,000

SIR: \$1,000,000

Carrier: ACE American Insurance Company

Policy Number: WCUC50668095 (QSI)

GA,MI,NV,OH,UT

Effective Date: 03/01/2023

Expiration Date: 03/01/2024

Employers Liability Limit: \$4,000,000

SIR: \$1,000,000

SIR (GA): \$750,000

Carrier: Zurich American Insurance Company

TX Employers XS Indemnity

Policy Number: NSL1138319

Effective Date: 03/01/2023

Expiration Date: 03/01/2024

Employers Liability Limit: \$6,000,000

SIR: \$5,000,000

Insured Continued:

The Home Depot, Inc.

Home Depot U.S.A., Inc.

Home Depot USA, Inc. dba The Home Depot  
Home Depot of Puerto Rico, Inc.  
Home Depot Product Authority, LLC  
Home Depot Store Support, Inc.  
Red Beacon, LLC  
H.D.V.I. Holding Company, Inc.  
Askuity inc.  
Home Depot Management Company, LLC

Any party with which the Named Insured is contractually required to include as an additional insured on the above General Liability and Automobile Liability policies is automatically granted such status. However, coverage under the policy only applies to the extent of the coverage required by such contractual requirements for the limits of liability specified in such contractual requirement, but in no event for insurance not afforded by the policy nor for limits of liability in excess of the applicable limits of liability of the policy.

We waive any right of recovery we may have against any person or organization where required by written contract executed prior to an accident or loss. This waiver applies only to those payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract and included in the "products completed operations hazard".

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

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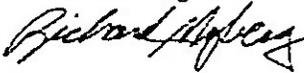
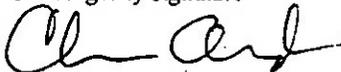
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name Home Depot USA Corporate d/b/a The Home Depot Stores		1.4 Contractor Address 2455 Paces Ferry Road Atlanta, GA 30339	
1.5 Contractor Phone Number 770-384-3772	1.6 Account Number Various	1.7 Completion Date February 28, 2025	1.8 Price Limitation \$1,400,000.00
1.9 Contracting Officer for State Agency Liz Moskalenko		1.10 State Agency Telephone Number 603-271-3290	
1.11 Contractor Signature  Date: 4/21/22		1.12 Name and Title of Contractor Signatory Richard Nyberg Director Pro Contracts	
1.13 State Agency Signature  Date: 5/17/22		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials   
Date 4-21-22

STATE OF NEW HAMPSHIRE  
BUREAU OF PURCHASE AND PROPERTY  
STATE HOUSE ANNEX - ROOM 102  
25 CAPITOL ST  
CONCORD NH 03301-6398

DATE: February 24, 2022

CONTRACT FOR: Building Materials and Hardware

CONTRACT #: 8003076

COMMODITY/NIGP CODE: 450-\* and 150-\*

CONTRACTOR: See Attached

VENDOR CODE #: See Attached

SUBMITTED FOR ACCEPTANCE BY:



DN: cn=Liz Moskalenko, o=State  
of New Hampshire, ou=Bureau of  
Purchase and Property,  
email=Elizabeth.A.Moskalenko@  
DAS.NH.Gov, c=US  
Date: 2022.02.25 10:58:21 -05'00'

PURCHASING AGENT  
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:



DN: cn=Mathew T Stanton, o=Div  
Procurement Support Services,  
ou=Bureau of Purchase and  
Property,  
email=Mathew.T.Stanton@das.nh.g  
ov, c=US  
Date: 2022.05.09 08:56:00 -04'00'

PURCHASING MANAGER/ADMINISTRATOR  
BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:



DN: cn=Gary S Lunetta,  
o=Department of Administrative  
Services, ou=Division of  
Procurement Support Services,  
email=Gary.S.Lunetta@das.nh.go  
v, c=US  
Date: 2022.05.13 15:58:43 -04'00'

GARY S. LUNETTA, DIRECTOR  
DIVISION OF PROCUREMENT & SUPPORT SERVICES

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW  
HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.



CHARLES M. ARLINGHAUS, COMMISSIONER  
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 5-18-22

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

## 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

## 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

Page 3 of 14

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under

Contractor Initials MM

Date 4-21-22

this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT:** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

EXHIBIT A  
SPECIAL PROVISIONS

There are no special provisions of this contract.

**EXHIBIT B  
SCOPE OF WORK**

**1. EFFECTIVE DATE**

The Contract shall be effective from the March 1, 2022 through February 28, 2025, a period of approximately three (3) years or upon execution by the Commissioner of the Department of Administrative Services, whichever is later (the "Effective Date").

The contract may be extended for an additional two (2) one-year extensions thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and the State with the approval of the Commissioner of the Department of Administrative Services. The maximum term of the contract (including extensions) shall not exceed five (5) years.

**2. CONTRACT DOCUMENTS**

This Contract consists of the following documents ("Contract Documents"):

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Special Provisions
- c. EXHIBIT B Scope of Work
- d. EXHIBIT C Method of Payment
- e. EXHIBIT D RFB 2557-22
- f. EXHIBIT E Contractor Clarifications

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) EXHIBIT A "Special Provisions," (2) Form Number P-37, (3) EXHIBIT B "Scope of Work," (4) EXHIBIT C "Method of Payment," and (5) EXHIBIT D "RFB 2557-22."

**3. SCOPE OF WORK**

The Contractor and requesting agency will be responsible for establishing proper identification for agency employees authorized to purchase against this contract.

Contractor shall supply all tools, transportation, materials, equipment and permits as necessary and required to perform deliveries as described herein.

All deliveries performed under this Contract shall be performed between the hours of 7:30 A.M. and 4:00 P.M. for State business days, unless other arrangements are made in advance with the State. Any deviation in delivery hours shall be pre-approved by the requisitioning Agency. The State requires advance knowledge of said delivery schedules to provide security and access to respective work areas if required. No premium charges shall be paid for any off-hour deliveries.

The Contractor shall replace in satisfactory condition all defective product and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct/replace all defective product or damages from payments to the Contractor. While on State property, delivery personnel shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State. All personnel shall observe all regulations or special restrictions in effect at the State Agency.

The Contractor's personnel shall be allowed only in areas where deliveries are being performed. The use of State telephones is prohibited.

#### **4. ABILITY TO PROVIDE**

Contractor shall provide the State agencies and eligible participants with their entire requested amount of the items required in this Contract without any delay or substitution.

#### **5. WARRANTY REQUIREMENTS**

The Contractor shall provide a 90 day return policy and the manufacturers product repair/ replacement warranties on all equipment/items (note: warranties will vary and are not 100% repair or replacement) provided by the Contractor, commencing on the date product is received, inspected, and accepted by the State of New Hampshire. The manufacturer warranties shall cover repair or replacement costs per each manufacturer's warranty.

#### **6. ORDERING PROCEDURE**

State agencies shall place their orders by electronic order entry, by e-mail, by FAX, or they may establish a standard delivery order. Eligible participants shall utilize their own individually established ordering procedures.

Agencies shall be required to review all State contracts for Building Material & Hardware for best available pricing/quotes pertaining to and for all purchases or requisitions over \$5,000.00. Purchases over this threshold shall require a minimum of 4 quotes from retail locations able to provide required product. If no product is available to be provided by approached location(s), the response email of no quote shall be required as a response to requesting Agency.

#### **7. USAGE REPORTING**

The Contractor shall submit a quarterly usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after each end of each calendar quarter Bureau of Procurement Services, Purchasing Agent Name and sent electronic to [Elizabeth.A.Moskalenko@DAS.NH.Gov](mailto:Elizabeth.A.Moskalenko@DAS.NH.Gov). At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
- Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:
  - o Percentage of recycled materials contained within finished products
  - o Percentage of waste recycled throughout the manufacturing process
  - o Types and volume of packaging used for transport
  - o Any associated material avoided and/or recycled as applicable under contract
  - o A standardized reporting form will be provided after contract award
- Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
- Preferred in Excel format

#### **8. ACCOUNT COMMUNICATION & ESCALATION**

All communication regarding account details including but not limited to, shipping and receiving, invoice reconciliation, product availability, etc. shall be handled directly with the State agency contact assigned. If for any reason a resolution cannot be met at an agency level the Contractor agrees to escalate the concern to the Bureau of Purchase and Property prior to imposing any restriction or hold on the account in question.

### **9. RETURNED GOODS**

The Contractor shall resolve all order and invoice discrepancies within five (5) business days from notification.

Standard stock products returned due to quality issues, duplicate shipments, over-shipments, etc. shall be picked up by the Contractor within ten (10) business days of notification with no restocking or freight charges, and shall be replaced with specified products or the agency shall be refunded/credited for the full purchase price. Unauthorized substitutions for any products are not allowed.

Standard stock products ordered in error by the State shall be returned for full credit within fifteen (15) business days of receipt. Products shall be in re-saleable condition (original container, unused) and there shall be no restocking fee charged for these products. The using agency shall be responsible for any freight charges to return these items to the Contractor.

"Custom" or "Manufactured to order" returned products ordered in error by the State shall be subject to restocking fee and the utilizing agency shall be responsible for any freight charges to return these items to the Contractor.

### **10. DELIVERY**

Contractor is responsible for good(s) delivery until the goods are delivered and accepted by the State for applicable orders. Contractor shall securely and properly pack all shipments in accordance with accepted commercial practices. Delivered goods that do not conform to the specifications or are not in good conditions upon receipt shall be replaced promptly by the Contractor.

The Contractor shall delivery of any Good(s) ordered under this Contract within ten (10) business days from the placement of the order, or as otherwise may be specified in a purchase order issued by the State. State agencies are authorized to accept extended delivery times as mutually agree upon between the contractor and buying agency.

The use of a private carrier to make delivery does not relieve the Contractor from the responsibility of meeting the delivery requirement. All goods ordered shall include all shipping/charges for the exception of delivery charges outside the facilities normal delivery area.

### **11. DELIVERY CHARGES**

Agency may pick up supplies at Vendor's place of business or Vendor may deliver. All items delivered will include all shipping/fuel charges. Delivery charges outside of the facility's normal delivery area shall show per mile or other rates and methods of calculation (i.e. flat rate delivery charge). Delivery fees must be shown in vendor quote and invoicing, as a delivery charge. In cases where a vendor's price list charges a per mile charge for delivery, the distance from vendor to point of delivery will be as agreed upon by the Vendor and requiring Agency utilizing Google Maps.

All products must be delivered in the manufacturer's standard package where applicable. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the PO numbers, line numbers, part numbers, descriptions, quantities and any related information must appear on packing slip and match exactly with product labels, thus enabling simple receipt, validation and accounts process.

Deliveries not accepted at retail establishment will be "Inside Deliveries" as designated by Agency representative of the requisitioning Agency placing the order. Inside delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific instructions will be noted on the order. Any damages resulting to building interior will be the responsibility of the Vendor. If damage does occur, it shall be the responsibility of the Vendor to immediately notify the requisitioning Agency.

Responsibility and liability for loss or damage shall remain the Vendors until final inspection and acceptance when responsibility shall pass to the requisitioning Agency (FOB Destination) except to latent defects, fraud and Vendors warranty obligations. Any portion of an order deemed as back ordered shall be shipped without transportation charges/fees or fuel charges unless outside of the Agencies normal delivery area/facility.

#### **12. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR**

The Contractor shall provide all product strictly pursuant to, and in conformity with this contract which resulted from RFB 2557-22.

It is the responsibility of the Contractor to maintain this State Contract and New Hampshire Contractor Registration with up to date contact information.

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at

[https://das.nh.gov/purchasing/ContractorRegistration/\(S1c0fzcv55qhcqqs45jpxc5i45\)/welcome.aspx](https://das.nh.gov/purchasing/ContractorRegistration/(S1c0fzcv55qhcqqs45jpxc5i45)/welcome.aspx)

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

#### **13. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

**EXHIBIT C  
METHOD OF PAYMENT**

**1. CONTRACT PRICE**

The Contractor shall provide the items specified in Exhibit B in the amount not to exceed the Price Limitation of \$1,400,000.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

Line Item discounts identified in this Agreement shall remain firm for the entire term of the Contract and shall be in US dollars and include delivery and all other costs. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. Unless otherwise specified in purchase orders, contractor shall deliver all goods/products F.O.B. DESTINATION, which means delivered to a State agency's receiving facility or other designated point as specified in this Contract or subsequent purchase orders. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

Line Price decreases shall become effective immediately as they become available to the Contractor.

Updated Published Price List MUST be e-mailed to Elizabeth.A.Moskalenko@DAS.NH.Gov, or their designee if applicable.

**2. PRICING STRUCTURE:**

Product Listing	Discount %	List price	Total
Regular List Price Balance of Product	Up to 5% rebate		
Sale Priced Balance of Product	Up to 5% rebate		
Volume Purchased Product (no min.)	Up to 5% rebate		
<b>Material Handling Specific</b>			
Lumber (Pine) 8' (2"x4", 2"x6", 2"x8", 2"x10")	Up to 5% rebate	\$ N/A	\$ N/A
Lumber (Pine) 10' (2"x4", 2"x6", 2"x8", 2"x10")	Up to 5% rebate	\$ N/A	\$ N/A
Composite 8' (2"x4", 2"x6", 2"x8", 2"x10")	Up to 5% rebate	\$ N/A	\$ N/A
Composite 10' (2"x4", 2"x6", 2"x8", 2"x10")	Up to 5% rebate	\$ N/A	\$ N/A
Plywood Sheet 4'x8' 1/4" (Pine, Spruce et al)	Up to 5% rebate	\$ N/A	\$ N/A
Plywood Sheet 4'x8' 1/2" (Pine, Spruce et al)	Up to 5% rebate	\$ N/A	\$ N/A
Standard Drywall Sheet 4'x8'	Up to 5% rebate	\$ N/A	\$ N/A
Roofing Materials	Up to 5% rebate		
Rebar and Rods (Iron and Steel)	Up to 5% rebate		
Other material (please list) -	Up to 5% rebate		
Paint	Up to 5% rebate		
Plumbing	Up to 5% rebate		
Power Source	Up to 5% rebate		
Hand Tools (\$250.00 ea. limit)	Up to 5% rebate		
Hardware	Up to 5% rebate		
Flooring Materials	Up to 5% rebate		
Cement and Masonry	Up to 5% rebate		
Heating and Cooling	Up to 5% rebate		
Outdoor/Garden	Up to 5% rebate		
Security	Up to 5% rebate		
Safety	Up to 5% rebate		
Locks/ Keys et al.	Up to 5% rebate		
Other Product (please list) -	Up to 5% rebate		

PLEASE INDICATE ANY ADDITIONAL OFFER OF DISCOUNT OFF PUBLISHED PRODUCT PRICING LIST See attached clarification%

**CONTRACTOR'S BALANCE OF PRODUCT LINE ITEMS:**

The items herein include the items most commonly purchased by State. During the term of this Contract, the State may purchase other items in relation to Building Material and Hardware from the Contractor's Balance of Product Line. All items ordered shall include all shipping/charges for the exception of delivery charges outside the facilities normal delivery area.

**3. MINIMUM ORDERS**

There will be no minimum order whether in item quantity or dollar value associated with this Contract.

**4. INVOICE**

All invoices must list Contract Number, Purchase Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted in this contract or purchase order, payment will not be due until thirty (30) days after all services have been completed, or all items have been delivered, inspected and accepted by the State or the invoice has been received at the agency business office, whichever is later.

Contractor shall be paid by Procurement Card when invoice is received or the invoice shall be sent to the address of the ordering agency.

**5. PAYMENT**

Payments may be made via ACH or P-Card. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>

**EXHIBIT D**

RFB 2557-22 is incorporated here within.

Contractor Initials *[Signature]*  
Date 4-21-22

EXHIBIT E  
CONTRACTOR CLARIFICATIONS



2455 Paces Ferry Road ♦ Atlanta, GA 30339

STATE OF NEW HAMPSHIRE  
Bid 2557-22  
For Building Materials and Hardware  
CLARIFICATIONS

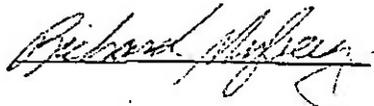
The following clarifications are associated with the subject Bid response submittal and consistent with prior contract between the State and Home Depot:

1. The associated OMNIA cooperative purchasing contract 16154 provides for fixed rebates of up to 5% based upon spend volume. The State is an active user of that contract; and this offer is consistent with the prior awarded contract 8002502.
2. Consistent with prior contracts between the state and Home Depot, prices are subject to change at the time of transaction. Home Depot has 20 stores in the State of New Hampshire and employees over 3200 in state citizens.
3. Payment is at the time of transaction. Invoicing is associated only with Home Depot Account transactions, as those Home Depot Accounts accompany Purchase Orders.
4. Most products are picked up at the time of transaction. All deliveries are coordinated at the time of each transaction. Delivery charges may apply and will be coordinated at the time of each transaction, but in some instances free delivery is available.
5. Home Depot is a publicly traded corporation. No individual owns more than 5% of common stock.
6. In the event of termination, there is no additional financial damages to Home Depot in the event the State chooses to purchase products elsewhere.
7. All product warranties are provided by the manufacturer and passed to the State upon completion of each transaction and vary in length. Home Depot does provide for a robust 90 day return policy for most products.
8. All usage reports will be based upon the spend on registered forms of payment through our tracking tool (ProXtra) and tied to the State Program Agreement.
9. The OMNIA rebate potential included herein is in addition to any potential bulk discounting for large purchases, clearance items, promotions, or other product incentives available at the time of transaction.

# CERTIFICATE OF AUTHORITY AND INCUMBENCY

Name of Corporation: Home Depot U.S.A., Inc.  
State of Incorporation: Delaware  
Reference: Government Sales and National Accounts Signing Authority  
Date: March 24, 2022  
Other Party: Richard Nyberg

THE UNDERSIGNED DOES HEREBY CERTIFY that I am an Officer of the Corporation named above, a corporation duly organized and validly existing under the laws of the jurisdiction set forth above, and that as such Officer I am authorized to make and deliver this certificate. I further certify that the individual(s) named below is (are) authorized to execute and deliver any Government/National Account related Customer Agreement(s), Amendment(s), Schedules, or any other documents deemed necessary or desirable in connection with the Government/National Account Agreements thereto, which when so executed and delivered shall constitute a legally binding and enforceable obligation of the Corporation and that the following is the official signature of said individual(s):

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE OF ASSOCIATE</u>
Richard Nyberg	Director, Pro Business Contracts	

## REMARKS

1. Execution of Non-Disclosure Agreements using The Home Depot, Inc. pre-approved standard Non-Disclosure Agreement with no modifications, or any Non-Disclosure Agreement with modifications that have been approved by The Home Depot, Inc. Legal Department.
2. Execution of proposals, bids, orders, vendor information, pre-approved standard contract responses, contract awards, or contract executions that have been approved by business leadership and/or, if applicable, The Home Depot Inc. Legal Department provided such agreement is valued in an amount not to exceed \$100,000 provided, however, the 12 month rolling value of the agreement may not exceed \$500,000 if the agreement contains terms approved by business leadership and its value is based solely upon standard store pricing.
3. This delegation superseded all previous delegations for the subject individual.

IN WITNESS WHEREOF, I have hereunto set my hand on this 15<sup>th</sup> day of March 2022.

Signature:   
Chip Devine,  
Senior Vice President – Outside Sales

Send the signed original Certificate to the Corporate Compliance Department/VC10 at the Atlanta SSC SSC or to [corporate\\_compliance@homedepot.com](mailto:corporate_compliance@homedepot.com).  
The signed Certificate is valid for a period of two (2) years unless the Officer specifies otherwise herein.

INTERNAL USE

Privileged and Confidential - Attorney Work Product