

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B1600135

PRINT DATE: 09/04/20

PAGE: 01

SHIP TO: AS SPECIFIED ON INDIVIDUAL ORDERS	
VENDOR ID: HOME DEPOT USA INC 2455 PACES FERRY RD ATLANTA, GA 30339 (866)589-0690	REFER QUESTIONS TO: CALVIN GLADDEN (410)767-4281 CALVIN.GLADDEN@MARYLAND.GOV
ITB:	EXPR DATE: 12/31/26 POST DATE: 09/04/20
DISCOUNT TERMS: . NET 30 DAY CONTRACT AMOUNT: .00	

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

STATEWIDE CONTRACT FOR

MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES AND
RELATED HARDWARE AND SERVICES (ONLINE PURCHASES ONLY)

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT (ICPA)
OMNIA ICPA CONTRACT # 16154.

CONTRACT TERM: DAY OF AWARD UNTIL 12/31/2026 (NO RENEWAL OPTIONS)

THIS OMNIA ICPA CONTRACT IS FOR HOME DEPOT ONLINE PURCHASES ONLY
(NOT HOME DEPOT IN-PERSON RETAIL STORE PURCHASES), AND EXCLUDES
PAINT, PAINT PRODUCTS OR SUNDRY ITEMS. ALSO REVIEW COMAR 21.11.05A
FOR PREFERRED PROVIDER MANDATES.

HOME DEPOT OFFERS A ROBUST SELECTION OF PRODUCTS IN ALL MRO, HARDWARE,
AND BUILDING PRODUCTS CATEGORIES AND ASSOCIATED SERVICES. BENEFITS
INCLUDE:

1. IMMEDIATE SAME-DAY ACCESS TO OVER 30,000 PRODUCTS, ONLINE ONLY.
** EXCLUDES PAINT, PAINT PRODUCTS OR SUNDRY ITEMS **
2. A MARKET BASKET WITH FIXED PRICING, UPDATED QUARTERLY, AND TAILORED
TO EACH PARTICIPATING AGENCY.
3. INTEGRATION WITH MOST COMMONLY USED EPROCUREMENT PLATFORMS.

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TERMS (cont'd):

THIS ICPA CONTRACT IS LEAD BY THE MARICOPA COUNTY, ARIZONA, OFFICE OF PROCUREMENT SERVICES, POC: STEVE DAHLE, (602)506-3450, SDAHLE@MAIL.MARICOPA.GOV.

VENDOR NAME: HOME DEPOT U.S.A., INC.
VENDOR CONTACT ADDR: 804 EAST GATE DRIVE, STE 100, MT LAUREL, NJ 08054
VENDOR CONTACT NUMBER: 856.425.5286
VENDOR CONTACT EMAIL: REBECCA_L_NEWELL@HOMEDEPOT.COM
VENDOR CONTACT NAME: BECKY NEWELL

CONTACT THE HOME DEPOT REPRESENTATIVE TO CREATE USER/AGENCY ACCOUNT, AND AN AGENCY TAILORED MARKET BASKET WITH FIXED PRICING.

SCOPE OF CONTRACT:

IDIQ REQUIREMENTS CONTRACT FOR SUPPLYING THE STATE OF MARYLAND AND USING AUTHORITIES WITH THEIR NEEDS FOR MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES AND RELATED HARDWARE & SERVICES:

***** CONTRACT TERMS AND CONDITIONS:*****

DELIVERY AND ACCEPTANCE:

DELIVERY SHALL BE MADE IN ACCORDANCE WITH THE SOLICITATION SPECIFICATIONS. THE STATE, IN ITS SOLE DISCRETION, MAY EXTEND THE TIME OF PERFORMANCE FOR EXCUSABLE DELAYS DUE TO UNFORESEEABLE CAUSES BEYOND THE CONTRACTOR'S CONTROL. THE STATE UNILATERALLY MAY ORDER IN WRITING THE SUSPENSION, DELAY OR INTERRUPTION OF PERFORMANCE HEREUNDER. THE STATE RESERVES THE RIGHT TO TEST ANY MATERIALS, EQUIPMENT, SUPPLIES, OR SERVICES DELIVERED TO DETERMINE IF THE SPECIFICATIONS HAVE BEEN MET. THE MATERIALS LISTED IN THE BID OR PROPOSAL SHALL BE DELIVERED FOB THE POINT OR POINTS SPECIFIED PRIOR TO OR ON THE DATE SPECIFIED IN THE BID OR PROPOSAL. ANY MATERIAL THAT IS DEFECTIVE OR FAILS TO MEET THE TERMS OF THE SOLICITATION SPECIFICATIONS SHALL BE REJECTED. REJECTED MATERIALS SHALL BE PROMPTLY REPLACED. IF THE VENDOR REFUSES TO REPLACE REJECTED MATERIALS, THE STATE RESERVES THE RIGHT TO PURCHASE REPLACEMENT MATERIALS IN THE OPEN MARKET AND THE VENDOR SHALL BE LIABLE FOR ANY EXCESS PRICE PAID FOR THE REPLACEMENT, PLUS APPLICABLE EXPENSES, IF ANY.

EMMA CATALOG (WHEN THIS FEATURE IS AVAILABLE IN EMMA):

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TERMS (cont'd):

HOME DEPOT IS REQUIRED TO REGISTER AS A VENDOR IN THE EMARYLAND MARKETPLACE ADVANTAGE ECATALOG DIRECTORY (ONLINE SHOPPING ENVIRONMENT). IT OFFERS A VIRTUAL SHOP FRONT FOR YOUR GOODS AND SERVICES TO BE PURCHASED WITH EASE ACROSS THE STATE THROUGH THE SYSTEM.

YOU MUST COORDINATE THE UPLOAD OF YOUR PRODUCT CATALOG TO ENSURE MAXIMUM USE OF YOUR PRODUCTS AND SERVICES PER CONTRACT TERMS.

*** PAYMENT VIA AGENCY CREDIT CARD WILL BE USED BY THE ENROLLED STATE AND USING AGENCIES TO PAY FOR HOME DEPOT ONLINE PURCHASES. ***

MANDATORY USAGE REPORT: THE STATE OF MARYLAND DEPARTMENT OF GENERAL SERVICES OFFICE OF STATE PROCUREMENT HAS IMPLEMENTED A PROGRAM TO REVIEW ALL STATEWIDE CONTRACT REQUIREMENTS AND ASSESS CONTRACT USAGE OF STATE AGENCIES. UNDER THE TERMS OF THIS CONTRACT, BEGINNING WITH THE START DATE, A QUARTERLY USAGE REPORT SHOULD BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES. THIS REPORT SHOULD CONTAIN A SUMMARY OF PROCUREMENT ACTIVITY AND SHOULD INCLUDE THE CONTRACT NUMBER, ITEM(S) DESCRIPTION, QUANTITY PURCHASED, TOTAL DOLLARS SPENT, NUMBER OF ORDERS PLACED BY STATE AGENCY, NUMBER OF ORDERS PLACED PER CONTRACT, AND END WITH A GRAND TOTAL DUE FOR ALL DOLLARS SPENT. PLEASE SEND ELECTRONIC TRANSACTION FEE CHECK TO: DEPARTMENT OF GENERAL SERVICES, OFFICE OF STATE PROCUREMENT, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD 21201, ATTN: FISCAL DEPARTMENT. REPORTS SHOULD BE EMAILED TO: DGS.STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.GOV.

THE REPORT IS DUE WITHIN TEN (10) DAYS AFTER EVERY REPORT PERIOD. FAILURE TO PROVIDE THIS REPORT MAY RESULT IN DEFAULT OF THIS CONTRACT AND THE CONTRACT MAY BE TERMINATED IMMEDIATELY.

TAXES & PAYMENT TERMS: ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE #3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION #52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

ELECTRONIC TRANSACTION FEE:

- A. CONTRACTOR SHALL PAY AN ELECTRONIC TRANSACTION FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES WHICH WILL BE EXTRACTED FROM THE ANNUAL REBATE DUE TO THE STATE AT THE CONCLUSION OF EACH CALENDAR YEAR. THE ELECTRONIC TRANSACTION FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURNS OR CREDITS. THE ELECTRONIC TRANSACTION FEE SHALL NOT BE CHARGED DIRECTLY TO THE

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CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACT'S UNIT PRICES.

- B. THE ELECTRONIC TRANSACTION FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD, 21201, THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL BE EMAILED TO DGS.STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.GOV.
- C. FAILURE TO REMIT TRANSACTION FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENTS MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO \$10,000.00 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.
- D. PRIOR TO AWARD, CONTRACTORS WILL BE ASKED TO CONFIRM IN WRITING THAT THEIR UNIT PRICES INCLUDE THE ONE PERCENT (1%) ELECTRONIC TRANSACTION FEE.

NOTE:

- * REFER TO THE PRICE LIST AT THE DGS WEBSITE (WWW.DGS.MARYLAND.GOV) FOR WHOLESALE DISCOUNT BY CATEGORIES, WHICH INCLUDES: APPLIANCES, BUILDING MATERIALS, HARDWARE, HVAC, KITCHEN AND BATH CABINETS, JANITORIAL(***), LANDSCAPING EQUIPMENT AND SUPPLIES, MOTORS/PUMPS, PLUMBING, POOL SUPPLIES, TOOLS (HAND-HELD GENERAL PURPOSE), TOOLS (POWER TYPE), FLOORING AND WALL COVERING, HOSPITALITY, WATER/WASTEWATER TREATMENT, AND MISCELLANEOUS ITEMS. (***) JANITORIAL SUPPLIES ARE SUBJECT TO PREFERRED PROVIDER STATUTE*** .

THE PREFERRED PROVIDER PROGRAM CONSISTS OF THREE (3) SELLING ENTITIES. PURSUANT TO CODE OF MARYLAND REGULATIONS (COMAR) 21.11.05 A SELLING ENTITY MEANS MARYLAND CORRECTIONAL ENTERPRISES, BLIND INDUSTRIES AND SERVICES OF MARYLAND OR CERTIFIED SHELTERED WORKSHOPS. STATE FINANCE AND PROCUREMENT ARTICLE §14-103 OF THE ANNOTATED CODE OF MARYLAND PROVIDES A STATE OR STATE AIDED OR CONTROLLED ENTITY SHALL BUY SUPPLIES AND SERVICES FROM A SELLING ENTITY IN THE FOLLOWING ORDER OF PRIORITY: 1) MARYLAND CORRECTIONAL ENTERPRISES; 2) BLIND INDUSTRIES AND SERVICES OF MARYLAND; 3) A CERTIFIED SHELTERED WORKSHOP.

TERMINATION FOR CONVENIENCE:

UPON WRITTEN NOTICE TO THE CONTRACTOR, THE STATE MAY TERMINATE THIS CONTRACT, IN WHOLE OR IN PART WHENEVER THE STATE SHALL DETERMINE THAT SUCH TERMINATION IS IN THE BEST INTEREST OF THE STATE. THE STATE SHALL

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PAY ALL REASONABLE COSTS INCURRED UP TO THE DATE OF TERMINATION AND ALL REASONABLE COSTS ASSOCIATED WITH TERMINATION OF THE CONTRACT. WITH TERMINATION OF THE CONTRACT. . TERMINATION HEREUNDER, INCLUDING THE THE DETERMINATION OF THE RIGHTS AND OBLIGATIONS OF THE PARTIES, SHALL BE GOVERNED BY THE PROVISIONS OF COMAR 21.07.01.12A(2).

TERMINATION FOR DEFAULT:

WHEN THE CONTRACTOR HAS NOT PERFORMED OR HAS UNSATISFACTORILY PERFORMED THE CONTRACT, PAYMENT SHALL BE WITHHELD AT THE DISCRETION OF THE STATE. FAILURE ON THE PART OF A CONTRACTOR TO FULFILL CONTRACTUAL OBLIGATIONS SHALL BE CONSIDERED JUST CAUSE FOR TERMINATION OF THE CONTRACT AND THE CONTRACTOR IS NOT ENTITLED TO RECOVER ANY COSTS INCURRED BY THE CONTRACTOR UP TO THE DATE OF TERMINATION. TERMINATION HEREUNDER, INCLUDING THE DETERMINATION OF THE RIGHTS AND OBLIGATIONS OF THE PARTIES, SHALL BE GOVERNED BY THE PROVISIONS OF COMAR 21.07.01.11B.

STATE EMERGENCY: ALL WORK MUST BE PERFORMED AND/OR THE CONTRACTOR IS REQUIRED TO HAVE SUPPLIED THE PRODUCTS/GOODS IN COMPLIANCE WITH FEMA GUIDANCE & POLICIES FOUND IN PUBLIC ASSISTANCE MANAGEMENT GUIDE, FEMA-325, JULY 2007 AND THE 9500 SERIES AND ASSOCIATED AMENDMENTS. (2 C.F.R §200.326 AND 2 C.F.R PAT 200 APPENDIX II. 2017 PA PROGRAM AND POLICY GUIDE (PAPPG) [V2.0]. THE 2017 PAPPG (V2.0) IS APPLICABLE TO ALL EMERGENCIES AND MAJOR DISASTERS DECLARED ON OR AFTER APRIL 1, 2017.

PURCHASES BY OTHER ENTITIES - INDEFINITE QUANTITY CONTRACTS:

THIS PROVISION APPLIES TO INDEFINITE QUANTITY CONTRACTS.

(A) PURSUANT TO ARTICLE 41, SECTION 18-201 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT AS PROVIDED IN (B) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT:

- (1) A COUNTY OR BALTIMORE CITY;
- (2) A MUNICIPAL CORPORATION;
- (3) A GOVERNMENTAL AGENCY IN THE STATE;
- (4) A PUBLIC OR QUASI-PUBLIC AGENCY THAT:
 - (I) RECEIVES STATE MONEY; AND
 - (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE;
- (5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:
 - (I) EITHER HAS BEEN ISSUED A CERTIFICATE OF APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND
 - (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE; OR
- (6) A NON-PUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION ARTICLE.

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- (B) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT.
- (C) THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR OR CHARTER PROVISION.
- (D) ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE INCONTRACT (1) SHALL CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY; (2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF MARYLAND; (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES; AND MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR AND THE PURCHASER.
- (E) CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT ANY ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE ENFORCED AGAINST THE STATE OF MARYLAND.

IT SUPERSEDES THE 2016 PAPPG PUBLISHED ON JANUARY 1, 2016.

PRODUCT ACCEPTABILITY SHALL BE AT THE SOLE DISCRETION OF THE ORDERING AGENCY. THE AGENCY SHALL BE THE SOLE JUDGE OF WHAT IS AN APPROVED EQUAL. ANY PRODUCT DELIVERED AS A RESULT OF THIS AWARD WHICH DOES NOT MEET THE SPECIFICATIONS OR IS OTHERWISE FOUND TO BE DEFECTIVE SHALL BE RETURNED AT THE VENDOR'S EXPENSE FOR REPLACEMENT OR CREDIT.

*** MARYLAND'S GREEN PURCHASING REPORTING REQUIREMENTS: ***

THE STATE OF MARYLAND RESERVES THE RIGHT TO REQUEST FROM THE CONTRACTOR QUARTERLY SALES DATA OVER THE LIFE OF THIS CONTRACT. THIS INFORMATION MUST INCLUDE DETAILS ABOUT THE RECYCLED CONTENT, THIRD-PARTY SUSTAIN ABILITY CERTIFICATIONS, AND OTHER ENVIRONMENTAL ATTRIBUTES OF PRODUCTS AND SERVICES SOLD ON THIS PRICE AGREEMENT PER THE CONTRACT SPECIFICATIONS.

THIS INFORMATION WILL ENABLE MARYLAND STATE AGENCIES TO COMPLY WITH ARTICLE §14-405 OF THE ANNOTATED CODE OF MARYLAND AND COMAR 21.13.01.14, EFFECTIVE OCTOBER 1, 2014, WHICH REQUIRES MARYLAND STATE AGENCIES TO REPORT TO THE DEPARTMENT OF GENERAL SERVICES ON THEIR PROCUREMENT OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES. TO FACILITATE CONSISTENT REPORTING ON TARGETED CONTRACTS, THE CONTRACTOR WILL BE PROVIDED WITH A VENDOR GREEN SALES REPORT TEMPLATE

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FROM THE GREEN PURCHASING COMMITTEE (GPC), THE OFFICE OF STATE
PROCUREMENT (OSP) OR THE DEPARTMENT OF GENERAL SERVICES (DGS).

0001 72555-000XXX EA

MAINTENANCE SUPPLIES

_____ END OF ITEM LIST _____

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AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE