

Contract # MA087**STATE OF UTAH COOPERATIVE CONTRACT**

1. CONTRACTING PARTIES: This contract is between the Division of Purchasing and the following Contractor:

Lowe's Companies, Inc DBA: Lowe's Home Centers, LLC

Name

PO Box 530954

Address

Atlanta

GA

30353-0954

City

State

Zip

LEGAL STATUS OF CONTRACTOR

- ☐ Sole Proprietor
☐ Non-Profit Corporation
☒ For-Profit Corporation
☐ Partnership
☐ Government Agency

Contact Person Bridgett Dedmond Phone /(888) 310-7791 Email govmilaccounts@lowes.comVendor # VC0000160948 Commodity Code # 03155, 03196, 04506, 04574, 07501, 07535, 15033, 15078, 16588, 63095, 63145, 26530, 28554, 28556, 28558, 28584, 28772, 36089, 41513, 42014, 44506, 44513, 44530, 45041, 63150, 63156, 63162, 45055, 51524, 54014, 54020, 54042, 54059, 54062, 54523, 54524, 55940, 55955, 57081, 63090, 63182, 63195, 263538, 63543, 67015, 57057, 74040, 89596, 91468, 93640, 96341

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide: Walk-In Building Supplies and related material/Walk-In Carpentry Supplies/Walk-In Home Improvement Supplies. The intent of this contract is for walk-in convenience purchases at any Lowe's Retail Outlet for those public entities that choose to obtain a Lowe's customer identifier/savings card. This contract covers all items in the retail store.
3. PROCUREMENT: This contract is entered into as a result of the procurement process on FY16, Bid# AS16040, a pre-approved sole source authorization (from the Division of Purchasing) # SSn/a, or other method: n/a.
4. CONTRACT PERIOD: Effective Date: 08/01/2017 Termination Date: 07/31/2022 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): None.
5. Payment: Prompt Payment Discount (if any): n/a.
6. ATTACHMENT A: NASPO ValuePoint Terms and Conditions, State Cooperative Contract
ATTACHMENT B: Scope of Work
ATTACHMENT C: Pricing Information
ATTACHMENT D: NASPO ValuePoint Solicitation Document
ATTACHMENT E: Approved Portions of Contractor's Response to solicitation
Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.
7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
b. Utah State Procurement Code, Procurement Rules, and Contractor's response to Bid # AS16040 dated 08/03/2016.
8. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

February 15, 2016

Date

STATE

Director, Division of Purchasing

3/3/17

Date

Darrin G. Clark VP ProServices

Type or Print Name and Title

Ann Schliep

Division of Purchasing Contact Person

(801) 538-3421

Telephone Number

(801) 538-3882

Fax Number

aschliep@utah.gov

Email



Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions

1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

- (1) A Participating Entity's Participating Addendum ("PA");
- (2) NASPO ValuePoint Master Agreement Terms & Conditions;
- (3) A Purchase Order issued against the Master Agreement;
- (4) The Scope of Work;
- (5) The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
- (6) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions

Acceptance is defined by the applicable commercial code, except Acceptance shall not occur before the completion of delivery in accordance with the Order, installation if required, and a reasonable time for inspection of the Product.

Contractor means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Embedded Software means one or more software applications which permanently reside on a computing device.

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State centrally administering any resulting Master Agreement(s).

Master Agreement means the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.

NASPO ValuePoint is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c)(3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.

Order or Purchase Order means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Request for Proposals is not required to participate through execution of a Participating Addendum.

Product means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

Purchasing Entity means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially

committed to the purchase.

NASPO ValuePoint Program Provisions

3. Term of the Master Agreement

a. The initial term of this Master Agreement is for 5 years.

4. Amendments

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

5. Participants and Scope

a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

d. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

e. Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint Program requirements: Term of the Master Agreement; Amendments; Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; NASPO ValuePoint eMarketCenter; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.

f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

g. **Resale.** "Resale" means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products (the definition of which includes services that are deliverables). Absent any such condition or explicit permission, this limitation does not prohibit: sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

6. Administrative Fees

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states may require an additional fee be paid directly to the state

only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 6a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

7. NASPO ValuePoint Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

a. **Summary Sales Data.** The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

b. **Detailed Sales Data.** Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is shown in Attachment E.

c. No personal identification numbers, e.g. employee names, addresses, **social security numbers or any other numerical identifier**, may be submitted with any report.

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations

with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

8. NASPO ValuePoint Cooperative Program Marketing and Performance Review

a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.

b. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.

9. NASPO ValuePoint eMarket Center

In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provided customers information regarding the Contractors website and ordering information. At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the customer to have.

10. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead

State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

11. Price and Rate Guarantee Period

All prices and rates must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for price or rate adjustment must be for an equal guarantee period, and must be made at least 60 days prior to the effective date. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed.

12. Individual Customers

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

Administration of Orders

13. Ordering

- a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.
- b. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- c. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- d. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

e. All Orders pursuant to this Master Agreement, at a minimum, shall include:

- (1) The services or supplies being delivered;
- (2) The place and requested time of delivery;
- (3) A billing address;
- (4) The name, phone number, and address of the Purchasing Entity representative;
- (5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
- (6) A ceiling amount of the order for services being ordered; and
- (7) The Master Agreement identifier.

f. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

g. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

h. Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

14. Shipping and Delivery.

a. The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

b. All deliveries not accepted at the retail establishment will be "Inside Deliveries" as

designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.

c. All products must be delivered in the manufacturer's standard package. 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 commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

15. Laws and Regulations

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

16. Inspection and Acceptance.

a. Where the Master Agreement or an Order does not otherwise specify a process for inspection and Acceptance, this section governs. This section is not intended to limit rights and remedies under the applicable commercial code.

b. All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

c. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the contract price to reflect the reduced value of services performed.

d. The warranty period shall begin upon Acceptance.

17. Payment

Payment after Acceptance is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

18. Warranty

Manufacturer warranties apply in addition to any warranty extended by the Contractor in its retail operations.

19. Title of Product

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

20. License of Pre-Existing Intellectual Property

Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third party rights in the Pre-existing Intellectual Property.

General Provisions

21. Insurance

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;

(2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

c. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within thirty (30) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides for written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

e. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

e. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

22. Records Administration and Audit.

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it

to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

23. Confidentiality, Non-Disclosure, and Injunctive Relief

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to credit card information is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell,

assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

24. Public Information.

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

25. Assignment/Subcontracts

a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint.

26. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

27. Independent Contractor

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

28. Cancellation

Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

29. Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

30. Defaults and Remedies

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

- (1) Nonperformance of contractual requirements; or
- (2) A material breach of any term or condition of this Master Agreement; or
- (3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially

misleading; or

(4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

(5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

(1) Exercise any remedy provided by law; and

(2) Terminate this Master Agreement and any related Contracts or portions thereof; and

(3) Impose liquidated damages as provided in this Master Agreement; and

(4) Suspend Contractor from being able to respond to future bid solicitations; and

(5) Suspend Contractor's performance; and

(6) Withhold payment until the default is remedied.

d. Unless other specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

31. Waiver of Breach

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master

Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

32. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

33. Indemnification

a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

34. No Waiver of Sovereign Immunity

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

35. Governing Law and Venue

a. The procurement, evaluation, and award of the Master Agreement shall be governed

by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

36. Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

37. Contract Provisions for Orders Utilizing Federal Funds.

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

38. Leasing or Alternative Financing Methods.

The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not

otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

(November 2015)

Attachment B: Scope of Work

4.2.10 SCOPE OF WORK

A. Pricing

The pricing will be a percentage off the current retail price at the time of purchase for all items available. If the item purchased is on sale or under another promotional term NASPO ValuePoint will expect to receive the lower of the two prices at the time of purchase. The percentage off will remain constant during the duration of the contract and all renewals. Sales tax or other fees shall be determined by the Participating State or Participating Entity in the Participating Addendum.

B. Categories

The RFP consisted of 13 categories. This proposal has been divided into categories with items that generally represent those most frequently purchased from previous contractors that can provide all products at minimum of one entire category listed below and be able to supply the products to a minimum of one entire State.

To better describe each category, the United Nations Standard Products and Services Code (UNSPCSC) code has been used.

<u>Category:</u>	<u>UNSPCSC Code(s)</u>
Appliances	5214
Electrical Tools/Supplies	3912
Exterior Finish Materials	3015
Fasteners	3116
Hand Tools	2711
Interior Finishing Materials	3016 and 3017
Lighting, Ballasts/Fixtures	3910 and 3911
Material Handling	2410 and 3019
Outdoor Garden Supplies and Equipment	27112
Paint and Accessories	3121
Plumbing Tools/Supplies	3018 and 4014
Power Sources/Accessories	2610
Power Tools (corded and cordless)	2700 and 2711
Miscellaneous	

C. Purchases

Purchases resulting from this contract will be initiated by the end user with the contractor. The contractor must generate an invoice with the correct retail price and the appropriate percentage off amount listed. The contractor must be willing to accept the various purchasing cards of the

Participating States or Participating Entities as payment without extra charges or fees. The end user may also choose account billing with the contractor. These details may be negotiated with the Participating States participating addendum.

D. **Administrative Fee**

The contractor will remit to NASPO ValuePoint a contract administration fee in the amount of one-quarter of one percent (0.25%) of the total sales from this contract.

- a. The pricing listed includes the NASPO ValuePoint administrative fee. **ADMINISTRATIVE FEES SHALL NOT BE ADDED AS A LINE ITEM ON ANY INVOICE.**
- b. A statement verifying the total sales amount for all Participating States or Participating Entities must accompany the remittance. This remittance is due to NASPO ValuePoint no later than 60 days following the end of each calendar quarter.
- c. In addition to the NASPO ValuePoint contract administration fee as stated above, some Participating States or Participating Entities may also require an administrative fee. Specific State Administrative Fees may be added to the price of each item. This remittance is due to the individual state no later than 45 days after the last day of each calendar quarter.

E. **Contract Participants**

Apart from the Lead State of Utah conducting the solicitation, the States or Entities indicated in Attachment G have signified their intent to enter into a contract. This Intent to Participate is not binding. Other states or entities may use the awards based on this solicitation at any time during the contact period.

E. **Participating Addendums**

- a. A Participating Addendum must be executed by any State or other Entity that decides to adopt a NASPO ValuePoint contract.
- b. A Participating Addendum shall be executed for each offeror by the individual State or other Entity desiring to use their contract.
- c. Additional States or Entities may be added with the consent of the contractor and the NASPO ValuePoint through execution of Participating Addendums.

- d. A Participating Addendum allows for each Participating State or Entity to add terms and conditions that may be unique to their state.
- e. The Participating State or Entity and the Offeror shall negotiate and agree upon any additional terms and conditions prior to the signing and execution of the Participating Addendum.
- f. States are not mandated to sign a Participating Addendum with contractor.

Attachment C: Price Proposal and Market Basket

Instructions:

Enter your company name on line number nine. In the Pricing Schedule section, enter the percentage discount off retail pricing you are offering for each category. In the Market Basket section, enter the current retail price for each item in the market basket. The discount percentage will automatically fill in based on the discount percentage entered in the corresponding category of the Pricing Schedule section and the contract price and total aggregate discounted price will automatically calculate.

Name of company submitting pricing:

Lowe's Home Centers, LLC

PRICING SCHEDULE

Appliances	7%	% Off Retail
Electric Tools/Supplies	7%	% Off Retail
Exterior Finish Materials	7%	% Off Retail
Fasteners	7%	% Off Retail
Hand Tools	7%	% Off Retail
Interior Finishing Materials	7%	% Off Retail
Lighting/Ballasts/Fixtures	7%	% Off Retail
Material Handling	7%	% Off Retail
Outdoor Garden Supplies and Equipment	7%	% Off Retail
Paint and Accessories/Supplies	7%	% Off Retail
Plumbing Tools/Supplies	7%	% Off Retail
Power Sources/Accessories	7%	% Off Retail
Power Tools (corded & cordless) and Accessories	7%	% Off Retail

MARKET BASKET

Item Description	Brand*	Unit Size	Current Retail Price	% Discount off Retail	Contract Price
12 to 3 black power cord (by the foot)	Southwire	foot	\$1.18	7%	\$1.10
48MM X 50M Clear Packing Tape - 6 count (3 count price from Lowe's)	Scotch	package	\$10.98	7%	\$10.21
5-Gauge 1-inch Zinc-Plated Joint Fastener Nails 30 count	Hillman	package	\$1.30	7%	\$1.21
60 Watt Equivalent LED Standard Shape A19 Light Bulbs, 3 pack	Sylvania	package	\$8.48	7%	\$7.89
Batteries - AA 24 CT	Duracell	package	\$14.67	7%	\$13.64
20-in X 1000-ft Stretch Wrap	Blue Hawk	each	\$21.98	7%	\$20.44
Calcium Chloride Ice Melt - 50lb	Generic	box	\$9.47	7%	\$8.81
Caulk - 10.1 oz clear silicone window and door caulk	GE	each	\$5.98	7%	\$5.56
Door - Interior 30" 6-panel Hollow Molded Prehung	Masonite	each	\$52.80	7%	\$49.10
Drill bit - Hex Shank Titanium 1/4"	DeWalt	each	\$5.78	7%	\$5.38
Drywall - Gypsum 1/2 X 10 X 4	GoldBond	each	\$13.47	7%	\$12.53
Drywall - Gypsum 1/2 X 8 X 4	GoldBond	each	\$8.98	7%	\$8.35
Duct Tape - Utility 1.88 X 55 yard	3M	roll	\$4.98	7%	\$4.63
Electrical Box - 1-Gang 20-CU IN PVC Plastic	Carlton	each	\$0.39	7%	\$0.36

Electrical Box - 1-Gang Metal	Raco	each	\$0.95	7%	\$0.88
Electrical Box - 2-Gang Metal	Raco	each	\$1.05	7%	\$0.98
Float - Stucco 4"	Goldblatt	each	\$6.27	7%	\$5.83
Fridge Top Mount FR 18-CU FT	Frigidaire	each	\$428.00	7%	\$398.04
Gloves - Work Gloves Men's Cotton Large (3 Pack)	BlueHawk	pair	\$3.48	7%	\$3.24
Gloves - Work Gloves Men's Leather Large	BlueHawk	pair	\$10.98	7%	\$10.21
Hammer - Framing 20 oz Steel Handle	Irwin	each	\$25.98	7%	\$24.16
Hex Nut - Coarse Thread 1/2 - 13 Hot dipped Galvanized Standard - .25 pack	Hillman	package	\$8.98	7%	\$8.35
Light Switch - Single Toggle 15-AMP	NeverKink	each	\$24.98	7%	\$23.23
Nails - Sinker 16D 5 lb	Eaton	each	\$0.73	7%	\$0.68
Nails - Sinker 8D 5 lb	Grip-Rite	box	\$9.87	7%	\$9.18
Paint - Interior Semi Gloss 1 gal	Grip-Rite	box	\$9.87	7%	\$9.18
Paint brush - 2-in	Valspar	can	\$22.98	7%	\$21.37
Paint Roller - General Purpose 9 inch Paint Roller Cover	Purdy	each	\$12.48	7%	\$11.61
Paint Roller - Heavy Duty 9 inch Roller Frame	Wooster	each	\$3.88	7%	\$3.61
Pipe - copper type M 1/2 X 10'	Purdy	each	\$11.89	7%	\$11.06
Pipe - Pressure Tee 1/2"C X 12"C X 1/2"C	Cerro	each	\$10.98	7%	\$10.21
Plywood - Exterior 15/32 X 4 X 8 - Fir	NIBCO	each	\$5.78	7%	\$5.38
Plywood Sheathing 3/8 X 4 X 8 - Fir	Generic	each	\$16.35	7%	\$15.21
Poly Tarpaulins - 20 ft X 20 ft Blue/Green Tarp	Generic	each	\$3.13	7%	\$2.91
Porcelain Tile Mortar Gray 50 lb	BlueHawk	each	\$64.98	7%	\$60.43
PVC Cement - 8 oz	Mapel	each	\$14.47	7%	\$13.46
PVC Pipe - 1/2 X 10 Schedule 40	Oatey's	each	\$4.98	7%	\$4.63
Rope - Braided Polypropylene Rope 1/4-in X 100-ft	Charotte	each	\$2.96	7%	\$2.75
Screwdriver - Flat Head 1/4 X 4" L plastic handle	BlueHawk	each	\$11.38	7%	\$10.58
Stain - Exterior Maximum Clear 1 gal	Kobalt	each	\$6.98	7%	\$6.49
Studs 2 X 4 X 12 Douglas Fir - Indoor	Olympic	can	\$33.98	7%	\$31.60
Studs 2 X 4 X 8 Douglas Fir - Indoor	Georgia-Pacific	each	\$4.57	7%	\$4.25
Studs 2 X 8 X 8 Douglas Fir - Indoor	Georgia-Pacific	each	\$3.74	7%	\$3.48
11 oz Cove Base Adhesive	Georgia-Pacific	each	\$8.64	7%	\$8.04
Toilet - 2-piece white round	TEC	each	\$3.18	7%	\$2.96
Trimmer Line .095-in Multi Edge 200-ft spool	American Standard	each	\$119.00	7%	\$110.67
Wire - Solid Copper Clad Steele 18-Gauge - 100 feet	Arnold	spool	\$11.26	7%	\$10.47
Wire Connectors - Wing Wire Connectors 100 pack	RCA	roll	\$4.24	7%	\$3.94
Wood Screws 1 1/2 Phillips Flat-head - 100 pack	Ideal	package	\$10.98	7%	\$10.21
	Hillman	package	\$8.99	7%	\$8.36

Total Aggregate Discounted Price: \$1,016.84

Please provide an equivalent brand if you do not carry the brand listed.
Indicate the brand you are proposing for the market basket.

**The current price is as of 7-22-16 and is subject to change by state or market for Lowe's

2.10.5 Pricing Proposal:

2. Quote Support program- (QSP) for walk-in solution

Lowe's agrees to allow agencies to request purchases over \$1,500 to be submitted into Lowe's Quote Support Program (QSP) to receive deeper discounts. The QSP discounts will apply to walk-in solution only and will not stack with the Government Contract Savings Cards. However, the Government Contract Savings Cards will need to be scanned at point of sale to ensure contract compliance. See image below for example of Lowe's Quote Support Program structure. (Includes Tier 1 to Tier 3)

				Tier 1 QSP Walk-In		Tier 2 QSP Walk-In		Tier 3 QSP Walk-In	
				For Walk-In Quotes \$1,500-\$20k		For Walk-In quotes ≥ \$20k and < \$50k		For Walk-In quotes ≥ \$50k	
	Item #	Item Description	Qty MSP	NASPO Net \$	% Disc.	NASPO Net \$	% Disc.	NASPO Net \$	% Disc.
Appliances	2E+05	FR 15CF TM LFHT1513LW	1 \$499.00	\$461.58	7.5%	\$396.99	20.4%	\$361.70	27.5%
	2E+05	FR 24-IN DISHWASHER FFBD2406NW	1 \$299.00	\$263.12	12.0%	\$226.88	24.1%	\$206.71	30.9%
	4E+05	WP ELEC FS RNG WFC150MLAW	1 \$359.00	\$333.87	7.0%	\$292.50	18.5%	\$266.50	25.8%
	5E+05	WP FL WASHER WFW8640BW	1 \$599.00	\$524.08	7.5%	\$806.61	19.3%	\$734.91	26.4%
Commodities	12140	REBAR 1/2" X 20' GRADE #40 (#4)	1 \$7.47	\$6.72	10.0%	\$7.33	1.9%	\$6.60	11.6%
	12242	19/32" X 4X8 RTD SHEATHING	1 \$21.23	\$19.74	7.0%	\$18.02	15.1%	\$17.25	18.8%
	10385	CONCRETE MIX 80# QUIKRETE 1410	1 \$3.95	\$3.67	7.0%	\$3.53	10.6%	\$3.33	15.6%
	12212	7/16IN X 4FT X 8FT OSB SHEATHING	1 \$7.12	\$6.76	5.0%	\$6.63	6.9%	\$6.63	6.9%
Misc.	91812	5GL VALSPAR DURA EXT SATIN BSE 4	1 \$175.00	\$148.75	15.0%	\$122.50	30.0%	\$116.20	33.6%
	54195	24X48 CEILING PANEL FASH'TONE 942	1 \$40.80	\$36.72	10.0%	\$31.27	23.4%	\$31.27	23.4%
	2E+05	10 OZ ALEX PLUS WHITE	1 \$2.28	\$1.94	15.0%	\$1.56	30.0%	\$1.60	29.8%

Note: Pricing shown is for Lowe's store #0595 in Mooresville, NC; Identical orders at different Lowe's stores may have different retail and QSP pricing. For illustrative purposes the comparisons are based on a qty of 1 for each item & product mix shown is a sampling of how savings would be applied in the various tiers.

For a complete listing of Lowe's product offerings, please visit www.lowes.com. This represents Lowe's electronic file of catalog/product offering and pricing

3. Delivery

Lowe's has one of the largest fleets of supply and construction delivery vehicles in the business to provide NASPO ValuePoint customers with what they need when they need it. With our extended business hours, our delivery fleet runs 7 days per week, except major holidays, to ensure we meet the needs of our valuable business customers. Lowe's also offers next day delivery service for in-stock major appliances, when requested by the entity. Entities that choose to order product that are not in-stock (Special Order) the delivery time frame will be adjusted to accommodate for product arrival. Lowe's will make every effort to deliver Special Order products within the entities time frame however, the local stores will communicate with the entities to schedule acceptable deliveries.

Delivery charges will be standard charges per each stores policy for deliveries of 0 to 20 miles one way. For deliveries of more than 20 miles, the delivery charge is an additional \$1 per mile, one way.



1605 Curtis Bridge Rd.
Mail Code: A3ECS
Wilkesboro, NC 28697
Phone: 888-310-7791

Response to:

**State of Utah Solicitation Number AS16040
NASPO ValuePoint Master Agreement for Walk-In Building
Supplies and related material/Walk-In Carpentry Supplies/Walk-In
Home Improvement Supplies**

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NASPO ValuePoint Proposal

Solicitation AS16040

Due: 8-3-16

Tab 1

Section 2.10.1

Executive Summary

1. **Executive Summary.** The one or two page executive summary is to briefly describe the Offeror's Proposal. This summary should highlight the major features of the Proposal. It must indicate any requirements that cannot be met by the Offeror. The Lead State should be able to determine the essence of the Proposal by reading the executive summary. In the executive summary the Offeror must identify any conflict or potential conflict of interest.

2.10.1: Executive Summary

Introduction to Lowe's as a Company:

Founded in 1946, Lowe's has grown from a small hardware store in North Carolina to the second largest home improvement retailer worldwide, and the 8th largest retailer in the United States. Lowe's Companies, Inc. ("Lowe's"), a publicly traded company, is the parent company of Lowe's Home Centers, LLC, the entity bidding on the above project. Lowe's operating entities operate over 1,700 stores, maintain relationships with thousands of suppliers, employ over 200,000 people, and serve millions of customers.

Lowe's Vision - We will provide customer-valued solutions with the best prices, products and services to make Lowe's the first choice for home improvement.


Lowe's Promise - We are committed to delivering better customer experiences across the entire home improvement spectrum, by pulling together the best combination of possibilities, support and value for customers wherever and whenever they choose to engage.

Get What you Need, When You Need It

At Lowe's we've learned a lot about business customers since we began in 1946. Our services are designed to help you save time and money and make your agency run smoother.

- Typical Store hours are as follows: Monday – Thursday: 7am – 9pm; Friday & Saturday: 7am – 10pm; Sunday: 9am – 6pm
- Lowe's will offer a dedicated email support mailbox for NASPO customers at NASPO@lowes.com.
- A dedicated NASPO Hotline is put in place - Hours 8am – 5pm EST, 1-888-310-7791
- Customer Care Line for Customer Support, closest store location and hours: 1-800-445-6537

Lowe's Core NASPO ValuePoint Offerings

	Lowe's NASPO ValuePoint Contract
Purchase Vehicles	<ul style="list-style-type: none"> • Multiple forms of tender accepted, including P-Card • PO's accepted with Tender
Discount	7% off at time of purchase in-store with NASPO ValuePoint Contract Savings Card on more than 40,000 items in stock and 500,000+ Special Order
QSP	Lowe's agrees to allow agencies to request purchases over \$1,500 to be submitted into Lowe's Quote Support Program (QSP) to receive deeper discounts.
Delivery	\$20 Delivery with LAR

2.10.1: Executive Summary

Lowe's Exceptions to NASPO ValuePoint Terms & Conditions

Lowe's will not be able to comply with five (5) business days to notify the Participating State of expiration, cancellation or nonrenewal or expiration otherwise may occur. Lowe's will be able to notify the Participating States within 30 business days of any expiration, cancellation or nonrenewal or expiration otherwise may occur.

Lowe's Value Add

Pro Appreciation Events

Lowe's provides a variety of events throughout the year just for our pro customers. Visit our events page to learn more.

Continuing Education

Learn about continuing education opportunities through Wilkes Community College, the National Association of Home Builders, and the U.S. Small Business Administration.

Encouraging Supplier Diversity

At Lowe's, our culture of diversity extends all the way to our supply chain. The aim of our supplier diversity program is to give small and diverse businesses an opportunity to provide products and services to Lowe's. We view our efforts with small and diverse businesses as an investment in our future. We focus on building relationships with women-, minority-, veteran- and service-disabled veteran-owned businesses, as well as those operating in Historically Underutilized Business zones (HUBZones).

Lowe'sforpros.com

Our new ecommerce website Lowe'sforpros.com brings efficiency to Lowe's customers who are now able to take advantage of an even more powerful efficient online website to procure for their business, organization, or institution. Lowe'sforpros.com will support punch out via cXML.

Lowe's Business Credit

The Lowe's Business Credit program gives you the flexibility, convenience and financial power to get the job done. Learn more about our Business Credit choices.

Emergency Management Plan

Helping residents of the communities, Lowe's Command Center serves by being there when weather threatens or a disaster occurs and in the recovery that follows. Lowe's Emergency Command Center and network of distribution centers allow Lowe's to respond to our customers' needs and quickly replenish store shelves with emergency products.

Lowe's ToolBox for Education

Our signature education grant program is Lowe's Toolbox for Education® (Toolbox). The Toolbox program provides schools and communities with the necessary resources to make improvements where they're needed most. Our grants enable schools to make renovations and safety enhancements as well as upgrade technology and learning materials. Since the program began in 2006, we've provided \$45 million in grants to improve more than 10,000 schools across the country. As a result, more than 6 million schoolchildren have benefited.

Green Initiative/Sustainability

Becoming a more sustainable business is a journey, and Lowe's is committed to continuously working toward being a good steward of the environment. Developing our approach to sustainability has given us the opportunity to look beyond the traditional supply chain and focus on the entire product life cycle. We continue to expand our selection of **ENERGY STAR** qualified and **WaterSense** labeled products and offer a growing number of solar-powered solutions.

Easy Ordering & Delivery

Lowe's offers you three ways to get what you want, when you need it. We make contractor ordering easy, no matter what size job. Learn more about our ordering and delivery services.

Porch.com

The partnership with Porch is the latest in a series of technology initiatives Lowe's has introduced to enhance the in-store support employees can offer customers. For more information, please visit: <http://porch.com/http://porch.com/about/press/>

Lowe's Hero's Projects

We have a strong tradition of volunteering. Our employees are committed to improving their communities, and they show their support by volunteering thousands of hours each year. Whether participating in community revitalization efforts after a disaster, conducting how-to clinics to help community members develop construction skills, helping out at K-12 schools or simply cleaning up local parks and beaches, Lowe's employees are always there to lend a hand.

Quote Support Program

Receive volume savings when your purchase is over \$1,500 and your quote has been placed through Lowe's Quote Support Program (QSP)

Contractor Packs

Save 10%-50% off on 1,000 items in store when you buy in bulk, look for contractor pack labels in our store



NASPO ValuePoint Proposal

Solicitation AS16040

Due: 8-3-16

Tab 2

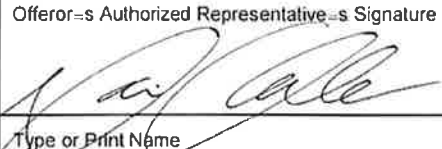
Section 2.10.2

Sections 4.1.1 through 4.1.3

MANDATORY MINIMUM REQUIREMENTS



State of Utah Vendor Information Form

Legal Company Name (include d/b/a if applicable) Lowe's Companies, Inc DBA: Lowe's Home Centers, LLC		Federal Tax Identification Number 56-0748358		State of Utah Sales Tax ID Number 12-504051008 STC	
Ordering Address 1605 Curtis Bridge Road		City Wilkesboro		State NC	Zip Code 28697
Remittance Address (if different from ordering address) P.O. Box 530954		City Atlanta		State GA	Zip Code 30353-0954
Type <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		Company Contact Person Bridgett Dedmond			
Telephone Number (include area code) 888-310-7791		Fax Number (include area code) 877-793-8455			
Company's Internet Web Address Lowe's.com		Email Address Govmilaccounts@lowes.com			
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered) 7% discount at point of sale		Days Required for Delivery After Receipt of Order (see attached for any required minimums) 1-21 days (Stock 1-5 days; SOS 7-21 days)			
The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes _____ No <u>X</u> _____. If no, enter where produced, etc. <u>Globally</u>					
Offeror's Authorized Representative's Signature 		Date November 22, 2016			
Type or Print Name Darrin G. Clark		Position or Title VP ProServices			
State of Utah Division of Purchasing Approval Kent D. Beers, Director		Date		Contract Number	

- 4.1.1 Offeror agrees to acquire insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state at the prescribed levels set forth in Section 21 of the NASPO ValuePoint Master Agreement Terms and Conditions. Describe your insurance or plans to obtain insurance satisfying the requirements in Section 21.

21. Insurance

- a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.
- b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:
- (1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;
 - (2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
- c. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.
- d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides for written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.
- e. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.
- e Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

2.10.2 Mandatory Minimum Requirements:

Section 4.1.1 (a-f)– Insurance

Refers to Section 21 of the T&C's of the NASPO ValuePoint Master Agreement

Lowe's Home Centers, LLC ("Lowe's") will maintain during the term of the project and for a two year period following completion of services, the following insurance:

Commercial general liability insurance, under a blanket program providing coverage for multiple projects and locations, with a minimum limits of \$1,000,000 per occurrence; \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate which shall include coverage for bodily injury, death, property damage, personal and advertising injury and contractual liability; commercial automobile liability insurance providing coverage for owned, hired and non-owned autos in the minimum combined single limit of \$1,000,000; and excess liability insurance in the minimum amount of \$5,000,000. Such insurance will respond on a primary basis for claims arising out of Lowe's performance under the terms of the agreement. Lowe's will also maintain workers' compensation insurance as required by applicable statute and employer's liability insurance in the minimum amount of \$500,000 per employee for disease, \$500,000 bodily injury per accident and \$500,000 policy limit for disease. This insurance can be satisfied by a program of self-insurance provided that Company meets a minimum \$100 Million Net Worth as defined by GAAP standards.

All policies shall be written on an occurrence basis by insurer's rates A/X or higher by A.M. Best and authorized to do business in the state where the services are performed. Lowe's will satisfy the commercial general liability insurance requirement through a program self-insurance covering Lowe's Companies, Inc. and its U.S. subsidiaries, including Lowe's Home Centers, LLC.

An evidence of coverage certificate of insurance providing information on Lowe's insurance program is attached. Lowe's will provide any Participating State or Participating Entity with a renewal certificate, upon request, should this certificate expire during the awarded contract term. Lowe's will use commercially reasonable efforts to provide any Participating State or Participating Entity with thirty (30) days' prior written notice of cancellation of the insurance described herein; such notice will not be provided by the insurance company.

Upon request Lowe's shall include any Participating State or Participating Entity as an additional insurer, by blanket endorsement, under the commercial general liability and automobile liability insurance, and shall provide any Participating State or Participating Entity with a certificate of insurance naming the Participating State or Participating Entity as an additional insured. All certificates bear an electronic signature. Lowe's will provide a certificate of insurance only; Lowe's will not provide copies of its insurance policies.

By awarding the above referenced project Lowe's Home Centers, LLC, NASPO ValuePoint accept Lowe's insurance program contained herein and agree this program satisfies NASPO ValuePoint insurance requirement for this solicitation.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/28/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services South, Inc.
Charlotte NC Office
1111 Metropolitan Avenue, Suite 400
Charlotte NC 28204 USA

CONTACT
NAME:
PHONE
(A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105

E-MAIL
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED
Lowe's Companies, Inc.
and its subsidiaries
1000 Lowe's Boulevard
Mooresville NC 28117 USA

INSURER A:	Steadfast Insurance Company	26387
INSURER B:	National Union Fire Ins Co of Pittsburgh	19445
INSURER C:	New Hampshire Ins Co	23841
INSURER D:		
INSURER E:		
INSURER F:		

Holder Identifier :

COVERAGES

CERTIFICATE NUMBER: 570061530649

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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 CERTIFICATE 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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE
							DAMAGE TO RENTED PREMISES (Ea occurrence)
							MED EXP (Any one person)
							PERSONAL & ADV INJURY
							GENERAL AGGREGATE
							PRODUCTS - COMPI/OP AGG
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	OTHER:						
B	AUTOMOBILE LIABILITY	Y	Y	CA 1861270 AOS	04/01/2016	04/01/2017	COMBINED SINGLE LIMIT (Ea accident)
C	<input checked="" type="checkbox"/> ANY AUTO	Y	Y	CA 1861269 MA	04/01/2016	04/01/2017	BODILY INJURY (Per person)
B	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	Y	Y	CA 1861271 VA	04/01/2016	04/01/2017	BODILY INJURY (Per accident)
							PROPERTY DAMAGE (Per accident)
A	UMBRELLA LIAB	X	Y	IPR379230101	04/01/2014	04/01/2017	EACH OCCURRENCE
	<input checked="" type="checkbox"/> EXCESS LIAB		Y				AGGREGATE
	DED RETENTION						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	Y	WC015519219 AOS	04/01/2016	04/01/2017	X PER STATUTE
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N	N/A	SIR applies per policy terms & conditions			OT+ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT
							E.L. DISEASE-EA EMPLOYEE
							E.L. DISEASE-POLICY LIMIT
B	EXCESS WC	Y	Y	XWC6583043 AOS	04/01/2016	04/01/2017	EL Each Accident
							EL Disease - Policy
							EL Disease - Ea Emp

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Commercial General Liability is Self-Insured.

Certificate No : 570061530649

CERTIFICATE HOLDER

CANCELLATION

Lowe's Companies, Inc.
and its subsidiaries
1000 Lowe's Boulevard
Mooresville NC 28117-8520 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services South, Inc.