

NASPO ValuePoint
PARTICIPATING ADDENDUM

WALK-IN BUILDING SUPPLIES

Led by the State of Utah



Utah Master Agreement #: MA087

Nevada Participating Addendum #: 8575

Contractor: **LOWE'S COMPANIES, INC. DBA LOWE'S HOME CENTERS, LLC**

Participating Entity: **STATE OF NEVADA**

The following products or services are included in this contract portfolio:

- All items in any of the Lowe's retail stores.

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the *Walk-in Building Supplies* led by the State of Utah for use by state agencies and other entities located in the Participating State authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of *[Nevada]*. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Government Manager
Address:	1605 Curtis Bridge Rd., Wilkesboro, NC 28697 Mail Code A3ECS
Telephone:	(888-310-7791
Fax:	877-793-8455
Email:	NASPO@lowes.com

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Participating Entity

Name:	Nevada Purchasing Division Attn: Gail Burchett, Purchasing Officer II
Address:	515 East Musser Street, Suite 300, Carson City, Nevada 89701
Telephone:	(775) 684-0172
Fax:	(775) 684-0188
Email:	gburchett@admin.nv.gov

4. Modifications or Additions: The following changes to the terms and conditions of the Master Agreement are required.

4.1 Termination for Non-appropriation: The continuation of this Contract/Participating Addendum beyond the biennium is subject to and contingent upon sufficient funds being appropriated budgeted and otherwise made available by the State Legislature and or federal sources. The State may terminate this contract and contractor waives any and all claim(s) for damages except such reasonable cancellation charges for orders already accepted by Contractor, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Agency's funding from State or Federal sources is not appropriated or is withdrawn, limited or impaired.

4.2 Administrative Fee:

Contractor agrees to provide a quarterly administrative fee to the State in the form of an electronic funds transfer (EFT) payment. The fee will be payable to the "State of Nevada Purchasing Division." The Administrative Fee will be one percent (1%) and will apply to all payments (net of returns, credits, or adjustments) received by the contractor for all products and services provided under the contract during the quarter.

All administrative fee payments shall include the contract number on any transmittal document. However, only one contract number must be entered on a transmittal document. If submitting an administrative fee payment for more than one contract, then a separate electronic payment and associated transmittal document must be submitted by the contractor for each contract.

The state will not issue an invoice for the Administrative Fee owed to the State. It is the responsibility of the vendor to pay the Administrative Fee with no prompting from the State. Contractor shall pay the quarterly Administrative Fee within forty five (45) days of quarter end (refer the schedule below).

Templates for the required quarterly reports listed below in Sections 1.2 and 1.3, may be downloaded from the Purchasing Division website <http://purchasing.nv.gov/vendors/DBINV/>. Reports must be submitted via email to: nvpurch@admin.nv.gov

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4.3 Nevada Good of the State Quarterly Administrative Fee Report:

The contractor shall submit a Nevada Good of the State Quarterly Administrative Fee Report to the Purchasing Division. The report shall identify total payments (minus returns and credits) received by the contractor from state agencies, the university and community college system, the Legislative Counsel Bureau, political subdivisions, and other authorized entities that were made pursuant to the contract.

4.4 Nevada Good of the State Quarterly Usage Report:

The contractor shall submit a Nevada Good of the State Quarterly Usage Report to the Purchasing Division which shall provide the data element information listed below:

Data Element	Description
Contractor Name	Contractor name as it appears on the contract
Contract Name	
Contract Number	Master Contract Number on Page 1 of this document
Report Contact	Name of person completing the report on behalf of the contractor
Contact Phone	Phone number for the person completing the report
Contact Email	Email address of the person completing the report
Date Submitted	Date the Nevada Good of the State Quarterly Usage Report is submitted to the Purchasing Division
Reporting Quarter	Quarter for which the contractor is reporting purchases on the contract
Entity Type	Indicate the type of entity making the purchase: S for state agency E for university and community college system L for Legislative Counsel Bureau P for political subdivisions O for other authorized entities
Customer Name	Name of entity making the purchase—if customer has multiple locations, please use the main entity name
Purchase Description	Description of the product or service purchased
Work Plan/Contract Number	Work Plan/Contract number supplied by customer to contractor. Enter Work Plan/Contract number, Purchase Order number, or other authorization number/identifier. If

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	procurement card is used, enter "PCard"
Work Plan/Contract Line Item	Line item number on the Work Plan/Contract
Quantity	Quantities (excluding returns) of products delivered—enter a quantity of one (1) for a service/project.
Unit Price	Unit price charged (excluding credits) for the product or service purchased
Extended Price	Total price—quantity delivered x unit price charged

4.5 Fee Payment and Report Schedule:

Contractor agrees to provide Administrative Fee, Nevada Good of the State Administrative Fee Report, and Nevada Good of the State Quarterly Usage Report to the purchasing division even if no payments are made in a quarter in accordance with the following schedule:

Period EndReport Due	
March 31	May 15
June 30	August 14
September 30	November 14
December 31	February 14

4.6 Report Modifications:

The contractor shall agree that the Purchasing Division reserves the right to modify the requested format and contents of the Nevada good of the State Administrative Fee Report and/or the Nevada Good of the State Quarterly Usage Report by providing thirty (30) calendar days written notice to the contractor. The contractor shall also agree the Purchasing Division may unilaterally amend the contract, with (30) calendar days written notice to the contractor to change the timing for submission of the Nevada Good of the State Administrative Fee Report and/or the Nevada Good of the State Quarterly Usage Report. The contract shall understand and agree that if such an amendment is issued by the Purchasing Division, the contractor shall comply with all contractual terms, as amended.

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4.7 Timely Reports and Fees:

If the quarterly Administrative Fee is not paid and quarterly reports are not received by forty five (45) days of quarter end, then the contractor will be in material breach of this contract.

5. Subcontractors: All contractors, dealers, and resellers authorized in the State of *[Nevada]*, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
6. Purchase Orders: To issue a Purchase Order, payment must take place on a Lowe's Account Receivable ("LAR"). A LAR is a form of proprietary credit provided by a third party creditor ("Creditor"), currently Synchrony Bank. Creditor is responsible for the collection of fees and interest on LAR accounts.

Aside from product, delivery, or shipping information, any terms, conditions, representations or certifications included on a Purchase Order or similar document ("Additional Terms") are void and superseded by the terms and conditions of this Master Agreement and this Participating Addendum. Lowe's gives notice of objection to all Additional Terms and specifically rejects all Additional Terms as a material alteration to this Master Agreement and this Participating Addendum. Lowe's may accept Additional Terms in its sole discretion after receiving separate, advance written notice of the Additional Terms, provided that no Additional Terms are valid until the buyer receives a signed acknowledgement from Lowe's agreeing to the Additional Terms. Lowe's retains sole discretion to refuse any Purchase Order that 1) contains Additional Terms or 2) does not meet Lowe's payment or tender type requirements.

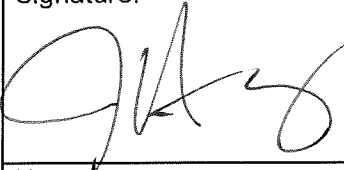

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IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of Nevada	Contractor: Lowes Home Centers, LLC
Signature: 	Signature: 
Name: Jeffrey Haag	Name: Darrin G. Clark
Title: Purchasing Administrator	Title: VP, ProServices
Date: 7-11-2017	Date: July 7, 2017

[Additional signatures may be added if required by the Participating Entity]

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Shannon Berry
Telephone:	775-720-3404
Email:	sberry@naspovaluepoint.org

[Please email fully executed PDF copy of this document to

PA@naspovaluepoint.org

to support documentation of participation and posting in appropriate data bases.]