

PARTICIPATING ADDENDUM



Walk-In Building Supplies

Administered by the State of Utah
(hereinafter "Lead State")

MASTER AGREEMENT # 087

Lowe's Home Centers, LLC.
(hereinafter "Contractor")
and
State of Arkansas
(hereinafter "Participating State")

1. **SCOPE:** This addendum covers the NASPO ValuePoint Walk-In Building Supplies led by the State of Utah for use by state agencies and other entities located in the State of Arkansas as authorized by Arkansas state statutes to utilize this cooperative contract.
2. **PARTICIPATION:** This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of Arkansas. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. **INDIVIDUAL CUSTOMER:** Each State agency and political subdivision, as a participating entity, that purchase products will be treated as if they were Individual Customers. Except to the extent modified by the State of Arkansas Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases.

4. **PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT**

The following modifications or additions apply only to actions and relationships within the Participating Entity.

VISA ACCEPTANCE

- A. The contractor should have the capability of accepting the State of Arkansas' authorized VISA Procurement Card (p-card) as a method of payment.
- B. Price changes or additional fee(s) shall not be levied against the State when accepting the p-card as a form of payment.
- C. VISA is not the exclusive method of payment.

d. Reporting: The contractor agrees to provide a quarterly report to the Arkansas primary contact within thirty (30) days following the quarter being reported. Reports will need to be broken down by state agency; colleges/universities; and political sub-divisions; include the following data: product description, quantity, purchase order number, and total price.

e. Record Retention: The contractor shall be required to maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Arkansas. Access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives.

Financial and accounting records shall be made available, upon request, to the State of Arkansas' designee at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.

f. Monthly Service and Set-up Fees: The State of Arkansas will not pay monthly service or set-up fees.

g. Taxes: Personal Property tax will not be charged to Arkansas state agencies.

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h. Cancellation: The State may cancel this Participating Addendum by giving the contractor and NASPO ValuePoint written notice of such cancellation thirty (30) days prior to the date of cancellation.

i. Governing Law: The laws of the State of Arkansas shall govern this agreement.

j. Venue and Jurisdiction: Venue for any claim, dispute, or action concerning an order placed against the contract shall be Pulaski County, Arkansas.

k. Sovereign Immunity: Nothing under this Master Agreement shall be deemed or construed as a waiver of the State's right to sovereign immunity.

l. Delivery: FOB Destination

5. LEASE AGREEMENTS: Lease agreements will not be a part of this Master Agreement.

6. SUBCONTRACTORS: All contractor's distributors, dealers and/or resellers authorized in the State of Arkansas, as shown on the dedicated contractor's NASPO ValuePoint website, are approved to provide sales support to participants in the NASPO ValuePoint Master Agreement. All contractor's distributors, dealers and/or resellers participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. ORDERS: Any order placed by a participating entity for a product available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

8. PRIMARY CONTACTS: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor: Lowe's Home Centers, LLC.

Contact Person	Government Manager
Address	1605 Curtis Bridge Road, N. Wilkesboro, NC 28697
Telephone	888-310-7791
Fax	877-793-8455
E-mail	NASPO@lowes.com

Participating Entity: State of Arkansas – Office of State Procurement

Contact Person	Chris Reynolds
Address	1509 W. 7 th Street, Suite 300 Little Rock, Arkansas 72201
Telephone	501-683-6636
Fax	501-324-9311
E-mail	chris.reynolds@dfa.arkansas.gov

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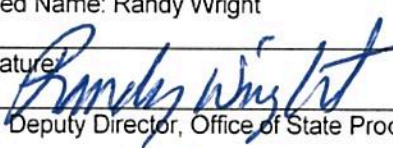
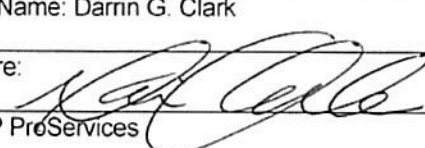
and
State of Arkansas
(hereinafter "Participating State")

Lead State: State of Utah – Department of Administrative Services, Procurement Services

Contact Person	Ann Schliep
Address	3150 State office Building, Capitol Hill Salt Lake City, Utah 84114-1061
Telephone	801-538-3421
Fax	801-538-3882
E-mail	aschliep@utah.gov

This Participating Addendum and the Master Agreement # 087 (administered by the State of Utah) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

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

Participating State: State of Arkansas	Contractor: Lowe's Home Center, LLC
Printed Name: Randy Wright	Printed Name: Darrin G. Clark
Signature: 	Signature: 
Title: Deputy Director, Office of State Procurement	Title: VP ProServices
Date: 8/4/17	Date: July 31, 2017

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

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