

WALK-IN BUILDING SUPPLIES

Led by the State of Utah

Master Agreement #: MA087

Contractor: **LOWE'S HOME CENTERS, LLC**

Participating Entity: **STATE OF OHIO**

STATE CONTRACT NUMBER: RS900318 GPC012

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.

This contract is for purchases that are typically handled by a Purchase Card at the point of sale. This contract does not include any online ordering. All purchases shall be made at a local retail store. Purchase Card transaction limits for the using agency shall apply to each purchase.

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 Ohio. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Changes: The following terms and conditions will be added to the Participating Addendum for the Participating State:

- A. The State of Ohio DAS Instructions, Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions (Rev. 02/11). This document may be accessed through the following link: [GPC Terms and Conditions](#)

The awarded contractor(s) shall abide by all Terms and Conditions set forth in this Contract and in the case of contradiction between the Consortium's term and conditions, and the State of Ohio terms and conditions, the state of Ohio's terms and conditions shall supersede.

- B. All purchases are made at point-of-sale, and through a State Purchasing card, with use of Lowes key fob for discount.
- C. CONTRACTOR QUARTERLY SALES REPORT: The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales, to include both state agencies and political subdivisions, under this Contract by calendar quarter (e.g. January-March, April-June, July-September and October-December). The dollar value of the sale is the price paid by the Contract user for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor. The Contractor will receive an email with a User ID and password and must report the quarterly dollar value of sales to the Department of Administrative Services (DAS) via the Internet using the web form at the Ohio DAS Contract Management Contractor Portal, <https://cm.ohio.gov/>. If no sales occur, the Contractor must show zero. The report must be submitted thirty (30) days following the completion of the reporting period. The Contractor is responsible for emailing the Analyst listed on page one of the contract with any company contact changes.

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The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Contract. The Contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales in the close-out report.

The Contractor must forward the Quarterly Sales Report to one of the following addresses,
For same day or overnight deliveries:

Huntington National Bank
ATTN: L-3686
7 Easton Oval
Columbus, OH 43219

All other deliveries may be sent to the following address:

Department of Administrative Services
L-3686
Columbus, OH 43260-3686

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may suspend, terminate or cancel this Contract.

- D. ✓ CONTRACTOR REVENUE SHARE: The Contractor must pay the Department of Administrative Services (DAS) a revenue share of the sales transacted under this contract. The Contractor must remit the revenue share in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period. The revenue share equals 2% of the total quarterly sales reported. Contractors must include the revenue share in their prices. The revenue share is included in the award price(s) and reflected in the total amount charged to ordering agencies which includes both state agencies and political subdivisions using this Contract.

The contractor must remit any monies due as the result of the close-out report at the time the close-out report is submitted to DAS. The Contractor must pay the revenue share amount due by check. To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the Ohio Contract Management Remittance Report.

The Contractor should make the check payable to: Treasurer, State of Ohio.

Use the following address for same day or overnight deliveries:

Huntington National Bank
ATTN: L-3686
7 Easton Oval
Columbus, OH 43219

All other deliveries may be sent to the following address:

Department of Administrative Services
L-3686
Columbus, OH 43260-3686

If the full amount of the revenue share is not paid within thirty (30) calendar days after the end of the applicable reporting period, the non-payment constitutes a contract debt to the State. The State may either initiate withholding or setting off payments or employ the remedies available under Ohio law for the non-payment of the revenue share. If the Contractor fails to pay the revenue share in a timely manner, DAS may suspend, terminate or cancel this Contract.

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5. Purchase Orders: Any agencies purchasing under the State of Ohio NASPO ValuePoint contract and issuing a purchase order will need to pay with a P-Card or Lowe's Accounts Receivable.
6. Product Recall: In the event a manufacturer or supplier issues a product recall affecting any product or service delivered by the Supplier, whether directly or through third party direct delivery, Supplier will provide reasonable notice of such recall. In addition, Supplier will provide notice in a form acceptable to the U.S. Consumer Product Safety Commission or other agency, comply with all obligations of Supplier as part of a required recall, and shall at a minimum post notice of publicly available product recalls to its website: www.lowes.com
7. Subcontractors: None.
8. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Lisa Minton, ProServices, Consultant
Address:	11605 Curtis Bridge Road, Wilkesboro, NC 28697
Telephone:	704-758-2854
Fax:	877-793-8455
Email:	Lisa.C.Minton@Lowes.com


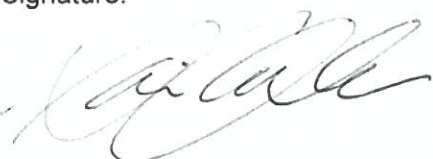
Participating Entity

Name:	Peggy J. Canada, CPPB
Address:	4200 Surface Road, Columbus, Ohio 43228-1395
Telephone:	(614) 644-1786
Fax:	(614) 485-1056
Email:	Peggy.canada@das.ohio.gov

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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 Ohio	Contractor: Lowes Home Centers, LLC
Signature: 	Signature: 
Name: RANDALL F. HOWARD	Name: Darrin G. Clark
Title: ASST. DIRECTOR, ODAS	Title: VP ProServices
Date: 8/24/17	Date: August 18, 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.]