

WALK-IN BUILDING SUPPLIES

Led by the State of Utah

Master Agreement #: MA17603

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

Participating Entity: **STATE OF IOWA**

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 *[or State Entity]* 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 Iowa. 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 Road, Wilkesboro, NC 28697
Telephone:	888-310-7791
Email:	NASPO@lowes.com

Participating Entity

Name:	Steve Oberbroeckling
Address:	Hoover Bldg., 3 rd Flr., 1305 E. Walnut St., Des Moines, IA 50319
Telephone:	515-725-2090
Email:	steve.oberbroeckling@iowa.gov

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4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

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

Participating Entity must check one of the boxes below.

☐ No changes to the terms and conditions of the Master Agreement are required.

☒ The following changes are modifying or supplementing the Master Agreement terms and conditions.

- 4.1 The Contractor agrees to provide an annual administrative fee to the State of Iowa in the form of a Check. The fee will be payable to the "State of Iowa Department of Administrative Services" for an amount equal to 1.0% of the net sales (net of any returns, credits, or adjustments) under this Addendum for the Contract period and each State of Iowa Annual Renewal Period.

Mail Check to:

DAS - CPFSE
1305 E Walnut St.
Des Moines, IA 50319

- 4.2 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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5. Subcontractors: No subcontractors are authorized.

6. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service 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.

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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: DAS Procurement	Contractor: Lowe's Home Centers, LLC
Signature:  <small>Digitally signed by Steven D. Oberbroeckling DN: cn=Steven D. Oberbroeckling, o=State of Iowa, ou=DAS Procurement, email=Steve.Oberbroeckling@iowa.gov, c=US Date: 2017.07.12 07:16:39 -05'00'</small>	Signature: 
Name: Steve Oberbroeckling	Name: Darrin G. Clark
Title: Purchasing Agent 3	Title: VP ProServices
Date: 12 JULY 2017	Date: July 18, 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

***[Please email fully executed PDF copy of this
document to***

PA@naspovaluepoint.org

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