

WALK-IN BUILDING SUPPLIES

Led by the **State of Utah**

Master Agreement #: MA3875
Contractor: Lowe's Home Centers, LLC
Participating Entity: STATE OF IOWA

This Participating Addendum is entered into by the Contractor and Participating Entity (collectively, the "Parties").

Scope and Participation:

1. **Scope:**

This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above.

Any scope exclusions specified herein apply only to this Participating Addendum and shall not amend or affect other participating addendums or the Master Agreement itself.

2. **Participation:** This Participating Addendum covers the participation of Participating Entity in the above-referenced Master Agreement between the State of Utah and Contractor for Walk-in Building Supplies. This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

Within the State of Iowa, all state agencies, state facilities, cities, counties or education entities or any entity funded in part with state tax dollars, are eligible purchasers and authorized to purchase Products and Services under the terms of this Participating Addendum in lieu of a separate competitive selection process.

3. **Term:**

This Participating Addendum shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as amended unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

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4. Primary Contacts: The following (or their named successors) are the primary contact individuals for this Participating Addendum:

CONTRACTOR:

Name:	Lisa A. Minton
Address:	1000 Lowe's Blvd., Mooresville, NC 28117
Telephone:	980-287-6417
Email:	lisa.c.minton@lowes.com

PARTICIPATING ENTITY:

Name:	Laura Shannon
Address:	1305 E. Walnut Street
Telephone:	515-330-7325
Email:	laura.shannon@iowa.gov

Participating Entity Modifications and Additions to the Master Agreement

This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, subject to the following limitations, modifications, and additions:

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

A. Order of Precedence

1. The State of Iowa Participating Addendum ("PA");
2. The Lead Agency's Master Agreement (includes negotiated Terms & Conditions)
3. The Lead Agency's Solicitation including all Addendums; and
4. Contract Vendor's response to the Solicitation



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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. Contract Vendor 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 the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

B. Pricing

The Contractor's stated prices on the NASPO ValuePoint website shall be discounted using the discounts and price lists approved and agreed to with the Contractor's discounts and price lists approved and agreed to with NASPO ValuePoint Master Price Agreement. The stated discounts are considered to be the minimum discount offered. The Contractor may offer, within written quotes, a higher discount than the approved minimum discount for volume purchases or for competitive reasons. Minimum discounts listed in the price list must be held firm for the duration of the Contract's term. (The participating State of Iowa will be giving the immediate benefit of any nationwide published commercial price list decrease). The Contractor and/or its Fulfillment Partners may offer, within written quotes, a higher discount than the approved minimum discount for volume purchases or for competitive reasons.

C. Administrative Fee

Without affecting the approved Product or Service prices or discounts specified in the Contract and this Participating Addendum, the State of Iowa shall be entitled to receive one percent (1.00%) administrative fee on all sales made within the State of Iowa against this agreement. The administration fee due to the State of Iowa shall be paid quarterly by the Contractor directly to the State of Iowa, made payable to the "Iowa Department of Administrative Services"; Attn: Chief Operating Officer, Floor 3, Hoover State Office Building, 1305 E. Walnut Street, Des Moines, IA 50319-0105.

D. Quarterly Reporting

The Contractor shall submit electronic quarterly reports to the State of Iowa Contract Administrator showing all sales made quarterly against this Participating Addendum within the State of Iowa. Such reports will show the quantities and dollar volume of purchases by each Purchaser. The State reserves the right to request more detailed information (ad-hoc reporting) at any time and on an individual or specific basis for a specific product, department, time frame, or for a range of products, departments or time frames.

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- **Quarter 1:** January 1 through March 31, due by April 30.
- **Quarter 2:** April 1 through June 30, due by July 31.
- **Quarter 3:** July 1 through September 30, due by October 31
- **Quarter 4:** October 1 through December 31, due by January 31

E. Payment Terms

Payment Terms shall be Net 60 days. Per Iowa Code § 8A.514 the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a Contractor. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

F. Compliance with the Law; Nondiscrimination in Employment

The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by federal or state law, executive orders, and rules of the Iowa Department of Administrative Services. The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, and orders when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment (e.g., Iowa Code chapter 216 and section 19B.7) and the use of targeted small businesses as subcontractors and suppliers.

Upon the State's written request, the Contractor shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state, and local laws, including any permitting and licensure requirements, in carrying out the work performed under this Contract. In the event Contractor contracts with third parties for the performance of any of the Contractor obligations under this Contract, Contractor shall take such steps as necessary to ensure such third parties are bound by the terms and conditions contained in this section. Notwithstanding anything in this Contract to the contrary, the Contractor's failure to fulfill any requirement set forth in this section shall be regarded as a material breach of this Contract and the State may cancel, terminate, or suspend, in whole or in part, this Contract. The State may further declare the Contractor ineligible for future state contracts in accordance with authorized procedures or the Contractor may be subject to other sanctions as provided by law or rule.

G. Subcontractors

All contractors, dealers, and resellers authorized to provide sales and service support in the State of Iowa as shown on the Contractor's NASPO ValuePoint-specific webpage, may provide sales and service support to users of this Participating Addendum. Participation of the Contractor's contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the Master Agreement.

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H. Orders

Any Order placed by an entity ordering under this Participating Addendum for a Product 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. There must be no minimum order quantities or total order amount required from the ordering entity by the Contractor.

I. Invoicing

For the duration of the contract, all product pricing shown on invoices submitted to the State shall:

- Not fall short of the discounts quoted on the Pricing List.
- Items covered under this contract are FOB Destination and shipping charges are not to be included on any invoice unless the Agency has ordered expedited shipment. For expedited shipment, Agency would submit their order including related shipping charges, which may not exceed the cost of delivery by the carrier.
- Be verifiable against the manufacturer's then-current retail price list.

J. Remanufactured Equipment

May only be purchased by political subdivisions.

K. Non-Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict state and other governmental entities from acquiring similar, equal or like goods and/or services from other contracted entities or sources.

L. Clarifying Information

By executing the PA or accepting product from Lowe's Home Centers, LLC ("Lowe's"), State of Iowa ("State") accepts the clarifications in this Addendum, including, Delivery, Discounts, Purchase Orders, Assignability and Subcontracting, and any others and agrees these satisfy the State's requirements.

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M. Delivery

If the State of Iowa requests product delivery, Lowe's will offer delivery of product sold in accordance with the delivery policy posted at the time of purchase and as further explained in the NASPO Value Point Master Agreement #MA 3875.

N. Discounts

Lowe's consider the term "Price" and "Prices" as used in this Agreement to mean the discount off-the-shelf pricing. Lowe's will not offer advance notice of any Price changes.

O. Purchase Orders:

A Participating Entity or Purchasing Entity must present a form of tender such as their P-Card or Lowe's Commercial Accounts (LCA) when presenting Lowe's with a Purchase Order. The creditor is responsible for the collection of fees and interest on LCA accounts.

Aside from the 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 acknowledgment from Lowe's agreeing to the Additional Terms.

P. Assignability and Subcontracting

Lowe's uses third-party independent contractors to perform ancillary services for Lowe's during the normal course of business on a daily basis. These ancillary services may include, but are not limited to, appliance decommissioning, product delivery, and janitorial services for Lowe's stores, and are provided to Lowe's on an ongoing basis through pre-existing and established business relationships.

Lowe's does not consider the use of any of these ancillary services to trigger any affiliate or subcontractor-specific or subcontractor approval requirements for this supply contract. Moreover, Lowe's independently establishes the requirements for performing services on behalf of Lowe's and rejects any subcontractor requirements in the Agreement.





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IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

State of Iowa DAS CSE

Lowe's Home Centers, LLC

Signature: 	Signature:  <small>Scott Matthews (Jul 29, 2022 09:04 EDT)</small>
Name: Laura Shannon	Name: Scott Matthews
Title: Purchasing Agent 3	Title: VP Pro
Date: 07/29/2022	Date: 07/29/2022

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at info@naspovaluepoint.org.

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspovaluepoint.org.