

WALK-IN BUILDING SUPPLIES

Led by the **State of Utah**

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

This Participating Addendum is entered into by 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.
- This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above, except the following:

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 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.

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.
- This Participating Addendum shall become effective as of the date of the last signature below and shall terminate on [date], unless terminated sooner or otherwise amended in accordance with the terms set forth herein. Notwithstanding the previous, in no event shall the term of the Participating Addendum exceed the term of the Master Agreement, as amended.

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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 Minton
Address:	1000 Lowe's Blvd, Mooresville, NC 28117
Telephone:	980-287-6417
Fax:	877-793-8455
Email:	NASPO@Lowe.com

PARTICIPATING ENTITY:

Name:	JACOB NICHOLS, Contracting Officer, State of Alaska
Address:	333 Willoughby Ave. St. 801 Juneau, AK 99811
Telephone:	907-419-7818
Fax:	N/A
Email:	JACOB.NICHOLS@ALASKA.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.

****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:**

****See Attachment A for State of Alaska Specific Additions And Modifications**

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.

5. Lease Agreements: **Reserved.**



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

7. Orders: Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing 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 the order.

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

PARTICIPATING ENTITY

CONTRACTOR

Signature: 	Signature: <i>Scott Matthews</i>
Name: JACOB NICHOLS	Name: Scott Matthews
Title: CONTRACTING OFFICER	Title: VP Pro Sales
Date: 8/11/2022	Date: 8-17-22

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.



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ATTACHMENT A – State of Alaska Specific Additions and Modifications

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.

Required Reports: The contractor shall provide the State of Alaska with an electronic usage report (Excel) which will list the following information at the minimum: purchasing entity, description of items purchased, date of purchase, contract price, retail price, and the extended price for each transaction. The Contractor must submit these quarterly reports to doa.dss.vendorreport@alaska.gov. This is a dedicated email address the State of Alaska has created for all vendors to use when submitting their usage/admin fee reports. When sending your reports put the following in the subject line to ensure the contracting officer assigned to your portfolio can locate your report: Contract number, vendor name, quarter number. See example below:

Subject Line Example: Contract XXXXXX, Your Company Name, Quarter #X

These reports are due **30 days** after the end of the quarter.

<u>Reporting Period</u>	<u>Due Date</u>
First Quarter: July 1 through September 30	Oct 31
Second Quarter: October 1 through December 31	Jan 31
Third Quarter: January 1 through March 31	Apr 30
Fourth Quarter: April 1 through June 30	Jul 31

1. Administrative Fee:

- a. Effective upon final signature, the Contractor shall submit a quarterly check, payable to the State of Alaska, remitted to the Department of Administration, Office of Procurement and Property Management, for the calculated fee of 1.5%, but not to exceed \$2,000 per order received during that quarterly period.
- b. Contractor must include the PA Number on the check. Those checks submitted to the State without the PA Number will be returned to the Contractor for additional identifying information.
- c. The administrative fee may be invoiced as a separate line item.

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- d. Administrative fee checks shall be submitted to:
ATTN: Purchasing Section
State of Alaska
Department of Administration
Office of Procurement and Property Management
PO Box 110214
Juneau, AK 99811-0214
- e. The Contractor's payment of the administrative fee is due irrespective of payment status on any orders from a Purchasing Entity.
- f. Any quarter with zero sales must be reported as zero sales. This may be done electronically via email to the State of Alaska reporting email listed above.

2. Lease Agreements: Reserved.

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

4. Orders: Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing 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 the order.

4.1 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. Creditor is responsible for the collection of fees and interest on LCA 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.