



WALK-IN BUILDING SUPPLIES
 Led by the **State of Utah**

Contractor: Lowe’s Home Centers, LLC
Master Agreement #: MA3875
Participating Entity: STATE OF WEST VIRGINIA
West Virginia Contract #: CMA 0212 BLDSUPPLY22

Primary Contacts

	Participating Entity	Contractor
Name:	The State of West Virginia, W. Michael Sheets, Director WV Purchasing Division	Lowe’s Home Centers, LLC, Lisa Minton, National Compliance Manager
Address:	2019 Washington Street East, Charleston, WV 25305	1000 Lowe’s Blvd Mooresville, NC 28117
Telephone:	304-558-2306	980-287-6417
Fax:		
Email:	william.m.sheets@wv.gov	Lisa.c.minton-1@lowes.com

The Participating Entity and Contractor (together, “Parties”) agree that this Participating Addendum (“PA”) incorporates all terms, conditions, and requirements of the Master Agreement that apply to a Participating Entity, except as specifically modified pursuant to Paragraph 4 Modifications, below.

- 1. Scope:** This Participating Addendum include the entire scope of the products and services available through the Master Agreement referenced above.
- 2. Participation:** This PA 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 PA shall become effective upon execution and shall remain in place until expiration or termination of the Master Agreement (including extensions and renewals thereof), unless terminated earlier in accordance with the terms of this PA and the Master Agreement.
- 4. 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:**

Additional Terms:

- A. VOID CONTRACT CLAUSES** – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.
- B. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency’s



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policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

- C. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting an Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

- D. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

- E. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 Million Dollars, the vendor must submit to the Purchasing Division a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this Participating Addendum or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

- F. REPORTS:** The Contractor shall provide to the State of West Virginia's primary contact person quarterly utilization reports containing at a minimum the following information pertaining to the State of West Virginia agencies, boards, commissions, and political subdivisions:
 - a. Ordering Entity;
 - b. Purchase order number;
 - c. Description;
 - d. Quantity;
 - e. Price.

These reports must be provided in Excel format and sent via email on a quarterly basis as follows:

<u>PERIOD END</u>	<u>REPORT DUE</u>
December 31	January 31
March 31	April 30
June 30	July 31
September 30	October 31

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The contract number **CMA 0212 BLDSUPPLY22** must be included on all Quarterly Sales Reports.

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:** Leasing of Equipment is not authorized for agencies of the State of West Virginia, but county, municipal, and other local political subdivisions are not prohibited from doing so, provided that the county, municipal, and other local political subdivisions have the authority to do so.
6. **Subcontractors:** All contractors, dealers, and resellers authorized to provide sales and service support in the State of **West Virginia**, 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.
7. **Administrative Fees:** The Contractor shall pay to the WV Purchasing Division by check, an Administrative Fee of One (1) Percent (1.00% or .01) no later than sixty (60) days following the end of each calendar quarter for purchases made by Purchasing Entities within the jurisdiction of the **State of West Virginia**.

This fee is to be included as part of the prices incorporated into this Participating Addendum. The Contractor may not adjust the Master Agreement pricing to include this administration fee. The Administrative Fee shall be submitted quarterly and is based on the gross amount of all sales made by Purchasing Entities within the jurisdiction of the State of West Virginia under the West Virginia Master Agreement No. **CMA 0212 BLDSUPPLY22**.

Payment shall be made by check payable to the "WV Purchasing Division". The West Virginia Contract number **CMA 0212 BLDSUPPLY22** must be included on all payments.

Remit Checks To: WV Purchasing Division
 2019 Washington Street, East
 Charleston, WV 25305
 Attn: Purchasing Director

8. **Approval:** The Participating Entity certifies that it has obtained all necessary approvals required by the Master Agreement and has the authority to enter into this agreement.





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

(Subject to the Clarifying Information Attachment)

PARTICIPATING ENTITY

CONTRACTOR

Signature: 	Signature: 
Name: W. Michael Sheets	Name: Scott Matthews
Title: Director, WV Purchasing Division	Title: VP Pro Sales
Date: 7-29-2022	Date: 7-22-22

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.

**Clarifying Information Attachment
to the
Lowe's Home Centers, LLC (Lowe's)
State of West Virginia
Participating Addendum and Federal Funded Addendum
to the NASPO Value Point Master Agreement #MA 3875**

By signing the Participating Addendum or accepting product from Lowe's Home Centers, LLC ("Lowe's"), State of West Virginia accepts the clarifications in this Addendum, including: Purchase Orders, Product Composition and Characteristics, Background checks, and any others and agrees these satisfy State of West Virginia's requirements.

Further Information: 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.

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.

Further Information: Product Composition and Characteristics (environmental, recycled, country of origin, telecommunication and video surveillance equipment)

At no time does Lowe's make any representation that any item's attributes meet local procurement requirements, including country of origin, energy, and/or environmental, or that a product or purchase has any particular environmental or other characteristics, including recycled or recovered content, or that component parts have any particular characteristics, such as the absence of Huawei, ZTE or other listed company components before purchase.

Lowe's agrees to provide reasonable commercial assistance to any purchaser in identifying products to meet the purchaser's state or local requirements on a per purchase basis.

Further Information: Background Checks

In accordance with applicable law and regulations, Lowe's conducts background check of its employees for violent crimes, drug related crimes, sexual offenses (including, but not limited to, rape, molestation, sexual assault, indecent exposure, indecency with a child), murder and kidnapping. Delivery drivers are also subject to a Motor Vehicle Records check for driver license issues. Drug testing and background checks are conducted for all Lowe's employees at the beginning of their employment only. Under this Agreement, the above precautions are the only obligations Lowe's has with respect to employees, including delivery drivers, for State of West Virginia. Lowe's will not provide proof of any drug or background screening.