

WALK-IN BUILDING SUPPLIES

Led by the **State of Utah**

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

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 July, 31, 2027, 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.

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

WALK-IN BUILDING SUPPLIES

Led by the **State of Utah**

CONTRACTOR:

Name:	Lisa Minton
Address:	1000 Lowe's Blvd, Mooresville, NC 28771
Telephone:	980.287.6417
Fax:	
Email:	Lisa.C.Minton@Lowes.com

PARTICIPATING ENTITY:

Name:	Morgan Appelhanz
Address:	900 SW Jackson St, Topeka, KS 66612
Telephone:	785-296-6413
Fax:	
Email:	Morgan.Appelhanz2@ks.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:**

- a. *The laws of the State of Kansas shall govern this agreement.*
- b. *State of Kansas Contractual Provisions Attachment, DA-146a has been attached and incorporated into this Addendum and shall take precedence in the Master Agreement.*
- c. *Reports and Administrative Fees: The Contractor shall submit calendar quarterly reports to the Division of Purchases for all acquisitions, less returned product ("actual, net invoice sales"), made from this Addendum. This report should include as a minimum the agency name, quantity, description and amount. The report will be provided electronically, and a check sent payable to the State of Kansas - Office of Procurement and Contracts for an amount equal to one half of one percent (0.5%) of the total actual sales. The report and fee shall be submit/ad 30 days following the end of the calendar quarter to reports@ks.gov.*
- d. *A State of Kansas, Tax Clearance Certificate is required to execute this contract.*

WALK-IN BUILDING SUPPLIES

Led by the **State of Utah**

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. 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.
6. 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. 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.

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. 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.



WALK-IN BUILDING SUPPLIES

Led by the **State of Utah**

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

PARTICIPATING ENTITY

CONTRACTOR

Signature: 	Signature: <i>Scott Matthews</i>
Name: Rick Beattie	Name: Scott Matthews
Title: <i>Director of Procurement & Contracts</i>	Title: VP Pro Sales
Date: 8/3/2022	Date: 10-11-22

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.