



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **4**
 to
 Contract Number **190000000782**

CONTRACTOR	LOWES HOME CENTERS, LLC
	1000 Lowes Blvd.
	Mooresville, NC 28117
	Lisa Minton
	980-287-6417
	lisa.c.minton-1@lowes.com
	CV0059710

STATE	Program Manager	Valerie Hiltz	DTMB
		517-249-0459	
		hiltzv@Michigan.gov	
	Contract Administrator	Valerie Hiltz	DTMB
		(517) 249-0459	
		hiltzv@michigan.gov	

CONTRACT SUMMARY

NASPO			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
June 11, 2019	July 1, 2022	0 - 0 Year	September 9, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		Varies based on availability of items purchased & location	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		October 31, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$6,000,000.00	\$0.00	\$6,000,000.00		

DESCRIPTION

Effective September 1, 2022 this contract is utilizing the last 60 days of the 90 days allowed in the contract's transition language, Standard Terms, Section 25.

All other terms, conditions, specifications and pricing remain the same. Per Contractor and DTMB Central Procurement Service agreement, and DTMB Central Procurement Services approval.



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CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **3**
 to
 Contract Number **19000000782**

CONTRACTOR	LOWES HOME CENTERS, LLC
	1000 Lowes Blvd.
	Mooresville, NC 28117
	Lisa Minton
	980-287-6417
	lisa.c.minton-1@lowes.com
	CV0059710

STATE	Program Manager	Valerie Hiltz	DTMB
		517-249-0459	
	hiltzv@Michigan.gov		
	Contract Administrator	Valerie Hiltz	DTMB
(517) 249-0459			
hiltzv@michigan.gov			

CONTRACT SUMMARY

MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES.

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
June 11, 2019	July 1, 2022	0 - 0 Year	July 31, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		Varies based on availability of items purchased & location	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		August 31, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$6,000,000.00	\$0.00	\$6,000,000.00		

DESCRIPTION

Effective 7/31/2022 this contract is utilizing thirty days of the 90 days allowed in the contract's transition language, Standard Terms, Section 25.

All other terms, conditions, specifications and pricing remain the same. Per Contractor and DTMB Central Procurement Services agreement and DTMB Central Procurement Services approval.



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 2
 to
 Contract Number 19000000782

CONTRACTOR	LOWES HOME CENTERS, LLC
	1000 Lowes Blvd.
	Mooresville, NC 28117
	Lisa Minton
	980-287-6417
	lisa.c.minton-1@lowes.com
	CV0059710

STATE	Program Manager	Valerie Hiltz	DTMB
		517-249-0459	
	hiltzv@Michigan.gov		
	Contract Administrator	Valerie Hiltz	DTMB
(517) 249-0459			
hiltzv@michigan.gov			

CONTRACT SUMMARY

MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS & SERVICES

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
June 11, 2019	July 1, 2022	0 - 0 Year	July 1, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		Varies based on availability of items purchased & location	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		July 1, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$6,000,000.00	\$0.00	\$6,000,000.00		

DESCRIPTION

Effective February 25, 2022 the following administrative note is being added to this contract: DO NOT MAKE PURCHASES FROM THIS CONTRACT USING FEDERAL FUNDS.

The Contractors Program Manager is being revised to Ron Manning, ronald.manning@lowes.com, 774-613-1973. Ron is the primary point of contact on this contract.

The Contractor's Contract Administrator is changed to Lisa Minton.

The State's Contract Administrator and Program Manager is revised to Valerie Hiltz, hiltzv@michigan.gov, 517-249-0459.

All other terms, conditions, specifications and pricing remain the same per agreement between the Contractor and the State, and per approval of DTMB Central Procurement Services.



STATE OF MICHIGAN PROCUREMENT
 Department of Technology, Management, and Budget
 525 W. Allegan St., Lansing, MI 48913
 P.O. Box 30026 Lansing, MI 48909

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **19000000782**
 between
 THE STATE OF MICHIGAN
 and

CONTRACTOR	Lowes Home Centers, LLC
	1605 Curtis Bridge Road
	Wilkesboro, NC 28697
	Lisa Minton
	(704) 758-2845
	Lisa.c.minton@lowes.com
	V Cust#

STATE	Program Manager	Steve Rigg	DTMB
		(517) 249-0454	
	Riggs@michigan.gov		
	Contract Administrator	Steve Rigg	DTMB
(517) 249-0454			
Riggs@michigan.gov			

CONTRACT SUMMARY			
DESCRIPTION: MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS & SERVICES			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
June 11, 2019	July 1, 2022	0	July 1, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		Varies based on availability of items purchased & location	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
The terms and conditions of this Contract are those of the attached Participating Addendum with the National Association of State Purchasing Officials (NASPO) ValuePoint, acting by and through the State of Utah, Contract number MA087. In the event of any conflicts between specifications, and terms and conditions, the first order of precedence are those of the State of Michigan, as clarified in the Participating Agreement.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$6,000,000.00

FOR THE CONTRACTOR:

Lowe's Home Centers, LLC

Company Name

Scott Matthews

Authorized Agent Signature

Scott Matthews VP Pro Sales

Authorized Agent (Print or Type)

July 19, 2019

Date

FOR THE STATE:

Steve Higg

Signature

Steve Higg Category Manager

Name & Title

DTMB - Central Procurement Services

Agency

7/30/19

Date

Master Agreement #: MA087

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

Participating Entity: STATE OF MICHIGAN

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 of Michigan authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

Removable Instruction: Participating States should ensure that paragraph 2 properly defines the scope of participation. The model language in paragraph enables participation by all political subdivisions, institutions of higher education, and other entities included in the state's statewide contract program.

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 Michigan. 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:	Lowes Home Centers, LLC C/O Lisa Minton
Address:	1605 Curtis Bridge Road, Wilkesboro, NC 28697
Telephone:	(704) 758-2845
Fax:	(877) 793-8455
Email:	Lisa.c.minton@lowes.com

Participating Entity

Name:	The State of Michigan, C/O Steve Rigg
Address:	525 W. Allegan St., 1 st Floor NE, PO BOX 30026, Lansing, MI 48909
Telephone:	(517) 249-0454
Fax:	(517) 335-0046
Email:	Riggs@michigan.gov

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.

Within the State of Michigan, all state agencies, state facilities, counties, cities and any political sub-division or any entity funded in part with tax dollars, are eligible purchasers and authorized to purchase products and services under the terms of the NASPO ValuePoint – State of Utah contract, MA087, in lieu of conducting a separate competitive selection process. These purchases will be made by the State at Lowes stores. Per NASPO ValuePoint Master Agreement Terms and Conditions (Attachment A), item 1.a.(1), the State of Michigan’s Standard Contract Terms take precedence and apply.



STATE OF MICHIGAN

STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Lowe’s Companies, Inc., DBA: Lowe’s Home Centers, LLC (“**Contractor**”), a for-Profit Corporation. This Contract is effective on June 11, 2019 (“**Effective Date**”), and unless terminated, expires on July 31, 2022.

The parties agree as follows:

- 1. Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Schedule A – Statement of Work** (the “**Contract Activities**”). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in Schedule A.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State’s operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State’s quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the State; (i) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (j) comply with all State physical and IT security policies and standards which will be made available upon request; and (k) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

- 2. Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State:	If to Contractor:
Steve Rigg 525 W. Allegan St. 1st Floor NE PO Box 30026 Lansing, MI 48909 RiggS@Michigan.gov 517-249-0454	Lisa Minton 1605 Curtis Bridge Road Wilkesboro, NC 28697 Lisa.C.Minton@Lowe.com 704-758-2845

3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a “**Contract Administrator**”):

State:	Contractor:
Steve Rigg 525 W. Allegan St. 1st Floor NE PO Box 30026 Lansing, MI 48909 RiggS@Michigan.gov 517-249-0454	Lisa Minton 1605 Curtis Bridge Road Wilkesboro, NC 28697 Lisa.C.Minton@Lowe.com 704-758-2845

4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a “**Program Manager**”):

State:	Contractor:
Steve Rigg 525 W. Allegan St. 1st Floor NE PO Box 30026 Lansing, MI 48909 RiggS@Michigan.gov 517-249-0454	Lisa Minton 1605 Curtis Bridge Road Wilkesboro, NC 28697 Lisa.C.Minton@Lowe.com 704-758-2845

5. **Performance Guarantee.** Contractor must always have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request.

6. **Reserved.**

7. **Administrative Fee and Reporting.** Contractor must pay an administrative fee of 1% on all payments made to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions), and MiDEAL members. Administrative fee payments must be made by check payable to the State of Michigan and mailed to:

Department of Technology, Management and Budget
 Cashiering
 P.O. Box 30681
 Lansing, MI 48909

Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales. Reports should be mailed to MiDeal@michigan.gov.

The administrative fee and purchasing activity report are due within 30 calendar days from the last day of each calendar quarter.

8. **Extended Purchasing Program.** This contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at www.michigan.gov/mideal.

If extended, Contractor must supply all Contract Activities at the established Contract prices and terms. The State reserves the right to impose an administrative fee and negotiate additional discounts based on any increased volume generated by such extensions.

Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis.

9. **Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.
10. **Reserved.**
11. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
12. **Reserved.**
13. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.
14. **Change of Control.** Contractor will notify within 30 days of any public announcement or otherwise once legally permitted to do so, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

15. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as provided by a Delivery Order (DO) from the State of Michigan.
16. **Reserved.**
17. **Reserved.**
18. **Risk of Loss and Title.** Until final acceptance, title and risk of loss or damage to Contract Activities remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities, Contractor must remove them from the premises within 10 calendar days after notification of rejection. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor. Rejected Contract Activities not removed by Contractor within 10 calendar days will be deemed abandoned by Contractor, and the State will have the right to dispose of it as its own property. Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected Contract Activities.
19. **Warranty Period.** The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in Schedule A. If the Contract Activities do not function as warranted during the warranty period, the State may return such non-conforming Contract Activities to the Contractor for a full refund.
20. **Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Late fees to be assessed as provided under MCL 17.54. Contractor may only charge for Contract Activities performed as specified in Schedule A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. All prices are exclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will

not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/SIGMAVSS> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

21. **Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Schedule A.
22. **Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or delivery order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.
23. **Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

24. **Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 25, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.
25. **Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.
26. **General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement,

misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

The State has no indemnification obligations.

27. **Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.
28. **Limitation of Liability and Disclaimer of Damages. IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE STATE'S PAYMENT OBLIGATION FOR PROPERLY ISSUED INVOICES UNDER THIS CONTRACT.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
29. **Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
30. **State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.
31. **Reserved.**
32. **Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.
 - a. **Meaning of Confidential Information.** For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party

without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.

- b. **Obligation of Confidentiality.** The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.
- c. **Cooperation to Prevent Disclosure of Confidential Information.** Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. **Remedies for Breach of Obligation of Confidentiality.** Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. **Surrender of Confidential Information upon Termination.** Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. However, the State's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

33. **Reserved.**

34. **Reserved.**

35. **Reserved.**

36. **Reserved.**

37. **Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.

- 38. Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
- 39. Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
- 40. Reserved.**
- 41. Reserved.**
- 42. Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and [Executive Directive 2019-09](#). Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.
- 43. Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
- 44. Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
- 45. Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
- 46. Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
- 47. Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.
- Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.
- 48. Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.
- 49. Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.

50. **Schedules.** All Schedules and Exhibits that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

Schedule A - Contract Cooperative Agreement #MA087 Between NASPO-ValuePoint and State of Utah, Attachment B

Statement of Work

Schedule B-Contract Cooperative Agreement #MA087 Between NASPO-ValuePoint and State of Utah, NASPO Attachment C


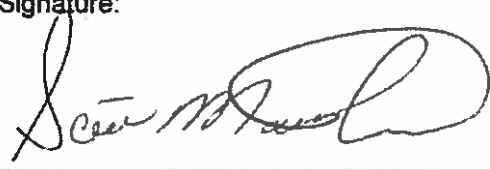
Price Proposal and Market Basket

51. **Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – Statement of Work, and schedules and exhibits which are hereby expressly incorporated, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Schedule A – Statement of Work; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.
52. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
53. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
54. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
55. **Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a **"Contract Change Notice"**). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.



WALK-IN BUILDING SUPPLIES
 Led by the State of Utah

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of Michigan	Contractor: Lowes Home Centers, LLC
Signature: 	Signature: 
Name: Jared Ambrosier	Name: Scott Matthews
Title: Director, Enterprise Sourcing	Title: VP Pro Sales
Date: 7-30-19	Date: 7-17-19

[Additional signatures may be added if required by the Participating Entity]

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.]

Addendum A

**Lowe's Home Centers, LLC
The State of Michigan – NASPO ValuePoint**

**The State of Michigan NASPO
Master Agreement: MA087**

By entering into a Participating Addendum with Lowe's, the State of Michigan accepts and agrees that the following information is part of the Contract between the State and the Contractor. The terms provided herein are intended to clarify what Contractor is able to do and the State agrees that these terms are acceptable. This Addendum A shall control over any inconsistent terms in the Contract.

Further Information: Subcontractors

Lowe's Home Centers, LLC ("Lowe's"), the entity submitting a response to the above project, is a fully owned subsidiary of Lowe's Companies, Inc. ("LCI"), a publicly traded company. LCI's operating entities (together or individually "Lowe's Co"), including Lowe's, operate over 1,700 stores, perform installation services nationwide, maintain relationships with thousands of suppliers, employ over 200,000 people, and serve millions of customers. Lowe's Co uses third party independent contractors to perform ancillary services for Lowe's Co 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 Co 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 subcontractor-specific or subcontractor approval requirements for this supply contract. Lowe's agrees to comply with all subcontracting requirements should Lowe's enter into a new contract to specifically fulfill the State of Michigan's requirements.

Further Information: Background Checks

Lowe's Home Centers, LLC ("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 is done on all Lowe's employees at the beginning of their employment only.

Further Information : Purchase Orders

All purchase orders issued by purchasing entities with the jurisdiction of this Addendum must include the Participating State contract number: 190000000782, and the Master Price Agreement Number: MA087.

The purpose of the Participating Addendum is to allow the State of Michigan to purchase "walk-in building supplies/ Carpentry Supplies/ Home Improvement Supplies and related materials. As such, Lowe's will only accept purchase orders applied to a Lowe's acceptable tender (LAR/LBA/LBR/P&B).

Lowe's will not accept Blanket Purchase Orders that are not tied directly to a Lowe's Accounts Receivable (LAR). Stores/Government Sales Team does NOT have a systematic way to track spend limits, fulfilling invoice requirements, and managing authorized buyers.

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 the 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 the 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.

Further Information : Disclosure of Litigation

Lowe's Companies, Inc. and its foreign and domestic subsidiaries (which include Lowe's Home Centers, LLC entity is the world's second-largest home improvement retailer and operated 1,757 stores in the United States and Canada.

Lowe's Companies, Inc. discloses a list of material litigation in its annual 10k report, the most recent of which may be accessed through the U.S. Securities and Exchange Commission's website at <http://www.sec.gov/edgar.shtml>.

FOR THE CONTRACTOR:

Lowe's Home Centers, LLC

Company Name

Scott Matthews

Authorized Agent Signature

Scott Matthews

Authorized Agent Name

7-17-19

Date

FOR THE STATE:

DTMB-CPS

Agency

J. Pa.

Signature

Sard Amharu - Director

Name & Title

7-30-19

Date

Attachment B: Scope of Work

4.2.10 SCOPE OF WORK

- A. **Pricing**
The pricing will be a percentage off the current retail price at the time of purchase for all items available. If the item purchased is on sale or under another promotional term NASPO ValuePoint will expect to receive the lower of the two prices at the time of purchase. The percentage off will remain constant during the duration of the contract and all renewals. Sales tax or other fees shall be determined by the Participating State or Participating Entity in the Participating Addendum.

- B. **Categories**
The RFP consisted of 13 categories. This proposal has been divided into categories with items that generally represent those most frequently purchased from previous contractors that can provide all products at minimum of one entire category listed below and be able to supply the products to a minimum of one entire State.

To better describe each category, the United Nations Standard Products and Services Code (UNSPCSC) code has been used.

<u>Category:</u>	<u>UNSPCSC Code(s)</u>
Appliances	5214
Electrical Tools/Supplies	3912
Exterior Finish Materials	3015
Fasteners	3116
Hand Tools	2711
Interior Finishing Materials	3016 and 3017
Lighting, Ballasts/Fixtures	3910 and 3911
Material Handling	2410 and 3019
Outdoor Garden Supplies and Equipment	27112
Paint and Accessories	3121
Plumbing Tools/Supplies	3018 and 4014
Power Sources/Accessories	2610
Power Tools (corded and cordless)	2700 and 2711
Miscellaneous	

- C. **Purchases**
Purchases resulting from this contract will be initiated by the end user with the contractor. The contractor must generate an invoice with the correct retail price and the appropriate percentage off amount listed. The contractor must be willing to accept the various purchasing cards of the

Participating States or Participating Entities as payment without extra charges or fees. The end user may also choose account billing with the contractor. These details may be negotiated with the Participating States participating addendum.

D. Administrative Fee

The contractor will remit to NASPO ValuePoint a contract administration fee in the amount of one-quarter of one percent (0.25%) of the total sales from this contract.

- a. The pricing listed includes the NASPO ValuePoint administrative fee. **ADMINISTRATIVE FEES SHALL NOT BE ADDED AS A LINE ITEM ON ANY INVOICE.**
- b. A statement verifying the total sales amount for all Participating States or Participating Entities must accompany the remittance. This remittance is due to NASPO ValuePoint no later than 60 days following the end of each calendar quarter.
- c. In addition to the NASPO ValuePoint contract administration fee as stated above, some Participating States or Participating Entities may also require an administrative fee. Specific State Administrative Fees may be added to the price of each item. This remittance is due to the individual state no later than 45 days after the last day of each calendar quarter.

E. Contract Participants

Apart from the Lead State of Utah conducting the solicitation, the States or Entities indicated in Attachment G have signified their intent to enter into a contract. This Intent to Participate is not binding. Other states or entities may use the awards based on this solicitation at any time during the contact period.

E. Participating Addendums

- a. A Participating Addendum must be executed by any State or other Entity that decides to adopt a NASPO ValuePoint contract.
- b. A Participating Addendum shall be executed for each offeror by the individual State or other Entity desiring to use their contract.
- c. Additional States or Entities may be added with the consent of the contractor and the NASPO ValuePoint through execution of Participating Addendums.

- d. A Participating Addendum allows for each Participating State or Entity to add terms and conditions that may be unique to their state.**
- e. The Participating State or Entity and the Offeror shall negotiate and agree upon any additional terms and conditions prior to the signing and execution of the Participating Addendum.**
- f. States are not mandated to sign a Participating Addendum with contractor.**

Attachment C: Price Proposal and Market Basket

Instructions:

Enter your company name on line number nine. In the Pricing Schedule section, enter the percentage discount off retail pricing you are offering for each category. In the Market Basket section, enter the current retail price for each item in the market basket. The discount percentage will automatically fill in based on the discount percentage entered in the corresponding category of the Pricing Schedule section and the contract price and total aggregate discounted price will automatically calculate.

Name of company submitting pricing:

Lowe's Home Centers, LLC

PRICING SCHEDULE

Appliances	7%	% Off Retail
Electric Tools/Supplies	7%	% Off Retail
Exterior Finish Materials	7%	% Off Retail
Fasteners	7%	% Off Retail
Hand Tools	7%	% Off Retail
Interior Finishing Materials	7%	% Off Retail
Lighting/Ballasts/Fixtures	7%	% Off Retail
Material Handling	7%	% Off Retail
Outdoor Garden Supplies and Equipment	7%	% Off Retail
Paint and Accessories/Supplies	7%	% Off Retail
Plumbing Tools/Supplies	7%	% Off Retail
Power Sources/Accessories	7%	% Off Retail
Power Tools (corded & cordless) and Accessories	7%	% Off Retail

MARKET BASKET

Item Description	Brand*	Unit Size	Current Retail Price	% Discount off Retail	Contract Price
12 to 3 black power cord (by the foot)	Southwire	foot	\$1.18	7%	\$1.10
48MM X 50M Clear Packing Tape - 6 count (3 count price from Lowe's)	Scotch	package	\$10.98	7%	\$10.21
5-Gauge 1-inch Zinc-Plated Joint Fastener Nails 30 count	Hillman	package	\$1.30	7%	\$1.21
60 Watt Equivalent LED Standard Shape A19 Light Bulbs, 3 pack	Sylvania	package	\$8.48	7%	\$7.89
Batteries - AA 24 CT	Duracell	package	\$14.67	7%	\$13.64
20-in X 1000-ft Stretch Wrap	Blue Hawk	each	\$21.98	7%	\$20.44
Calcium Chloride Ice Melt - 50lb	Generic	box	\$9.47	7%	\$8.81
Caulk - 10.1 oz clear silicone window and door caulk	GE	each	\$5.98	7%	\$5.56
Door - Interior 30" 6-panel Hollow Molded Prehung	Masonite	each	\$52.80	7%	\$49.10
Drill bit - Hex Shank Titanium 1/4"	DeWalt	each	\$5.78	7%	\$5.38
Drywall - Gypsum 1/2 X 10 X 4	GoldBond	each	\$13.47	7%	\$12.53
Drywall - Gypsum 1/2 X 8 X 4	GoldBond	each	\$8.98	7%	\$8.35
Duct Tape - Utility 1.88 X 55 yard	3M	roll	\$4.98	7%	\$4.63
Electrical Box - 1-Gang 20-CU IN PVC Plastic	Carlton	each	\$0.39	7%	\$0.36

Electrical Box - 1-Gang Metal	Raco	each	\$0.95	7%	\$0.88
Electrical Box - 2-Gang Metal	Raco	each	\$1.05	7%	\$0.98
Roak - Stucco 4"	Goldblatt	each	\$6.27	7%	\$5.83
Fridge Top Mount FR 18-CU FT	Frigidaire	each	\$428.00	7%	\$398.04
Gloves - Work Gloves Men's Cotton Large (3 Pack)	Bluehawk	pair	\$3.48	7%	\$3.24
Gloves - Work Gloves Men's Leather Large	Bluehawk	pair	\$10.98	7%	\$10.21
Hammer - Framing 20 oz Steel Handle	Inwin	each	\$25.98	7%	\$24.16
Hex Nut - Course Thread 1/2" - 13 Hot dipped Galvanized Standard - 25 pack	Hillman	package	\$8.98	7%	\$8.35
Hose - Garden Heavy Duty 50 ft. 5/8" diameter	NewKirk	each	\$24.98	7%	\$23.23
Light Switch - Single Toggle 15-AMP	Eaton	each	\$0.73	7%	\$0.68
Nails - Sinker 16D 5 lb	Grip-Rite	box	\$9.87	7%	\$9.18
Nails - Sinker 18D 5 lb	Grip-Rite	box	\$9.87	7%	\$9.18
Paint - Interior Semi Gloss 1 gal	Valpar	can	\$22.98	7%	\$21.37
Paint brush - 2-1/2"	Purdy	each	\$12.48	7%	\$11.61
Paint Roller - General Purpose 9 Inch Paint Roller Cover	Wooster	each	\$3.88	7%	\$3.61
Paint Roller - Heavy Duty 9 Inch Roller Frame	Purdy	each	\$11.89	7%	\$11.06
Pipe - copper type M 1/2 X 10'	Cerro	each	\$10.98	7%	\$10.21
Pipe - Pressure Tee 1/2" C X 12" C X 1/2" C	NIBCO	each	\$5.78	7%	\$5.38
Plywood - Exterior 15/32 X 4 X 8 - Fir	Generic	each	\$16.35	7%	\$15.21
Plywood Sheathing 3/8 X 4 X 8 - Fir	Generic	each	\$64.98	7%	\$60.43
Poly Tarpsulins - 20 ft X 20 ft Blue/Green Tarp	Bluehawk	each	\$14.47	7%	\$13.46
Porcelain Tile Mortar Gray 50 lb	Mapel	each	\$4.98	7%	\$4.63
PVC Cement - 8 oz	Oatey's	each	\$2.96	7%	\$2.75
PVC pipe - 1/2 X 10 Schedule 40	Charlotte	each	\$11.38	7%	\$10.58
Rope - Braided Polypropylene Rope 1/4-in X 100-ft	Bluehawk	each	\$6.98	7%	\$6.49
Screwdriver - Flat Head 1/4 X 4" L plastic handle	Kobalt	each	\$33.98	7%	\$31.60
Stain - Exterior Maximum Clear 1 gal	Olympic	can	\$4.57	7%	\$4.25
Studs 2 X 4 X 12 Douglas Fir - Indoor	Georgia-Pacific	each	\$3.74	7%	\$3.48
Studs 2 X 4 X 8 Douglas Fir - Indoor	Georgia-Pacific	each	\$8.64	7%	\$8.04
Studs 2 X 8 X 8 Douglas Fir - Indoor	Georgia-Pacific	each	\$3.18	7%	\$2.96
11 oz Cove Base Adhesive	TEC	each	\$119.00	7%	\$110.67
Toilet - 2-piece white round	American Standard	each	\$11.26	7%	\$10.47
Trimmer Line .095-in Multi Edge 200-ft spool	Arnold	spool	\$4.24	7%	\$3.94
Wire - Solid Copper Clad Steel 18-Gauge - 100 feet	RCA	roll	\$10.98	7%	\$10.21
Wire Connectors - Wing Wire Connectors 100 pack	Ideal	package	\$8.99	7%	\$8.36
Wood Screws 1 1/2 Phillips Flat-head - 100 pack	Hillman	package			

Total Aggregate Discounted Price: \$1,016.84

Please provide an equivalent brand if you do not carry the brand listed. Indicate the brand you are proposing for the market basket.

**The current price is as of 7-22-16 and is subject to change by state or market for Lowe's



1605 Curtis Bridge Rd.
 Mail Code: A3ECS
 Wilkesboro, NC 28697
 Phone: 888-310-7791

2.10.5 Pricing Proposal:

2. Quote Support program- (QSP) for walk-in solution

Lowe's agrees to allow agencies to request purchases over \$1,500 to be submitted into Lowe's Quote Support Program (QSP) to receive deeper discounts. The QSP discounts will apply to walk-in solution only and will not stack with the Government Contract Savings Cards. However, the Government Contract Savings Cards will need to be scanned at point of sale to ensure contract compliance. See image below for example of Lowe's Quote Support Program structure. (Includes Tier 1 to Tier 3)

	Item #	Item Description	Qty	MSP	Tier 1 QSP Walk-in		Tier 2 QSP Walk-in		Tier 3 QSP Walk-in	
					For Walk-in Quotes \$1,500-\$20k		For Walk-in quotes ≥ \$20k and < \$50k		For Walk-in quotes ≥ \$50k	
					NASPO Net \$	% Disc.	NASPO Net \$	% Disc.	NASPO Net \$	% Disc.
Appliance	2E+05	FR 15CF TM LFHT1513LW	1	\$499.00	\$461.58	7.5%	\$396.99	20.4%	\$361.70	27.5%
	2E+05	FR 24-IN DISHWASHER FFBD2406NW	1	\$299.00	\$263.12	12.0%	\$226.88	24.1%	\$206.71	30.9%
	4E+05	WP ELEC FS RING WFC150MLAW	1	\$359.00	\$333.87	7.0%	\$292.50	18.5%	\$266.50	25.8%
	5E+05	WP FL WASHER WFW86408W	1	\$999.00	\$924.06	7.5%	\$808.61	19.3%	\$734.91	26.4%
Commodity	12140	REBAR 1/2" X 20' GRADE #40 (#4)	1	\$7.47	\$6.72	10.0%	\$7.33	1.9%	\$6.60	11.6%
	12242	19/32" X 4X8 RTD SHEATHING	1	\$21.23	\$19.74	7.0%	\$18.02	15.1%	\$17.25	18.8%
	10385	CONCRETE MIX 80# QUIKRETE 1410	1	\$3.95	\$3.67	7.0%	\$3.33	10.6%	\$3.33	15.6%
	12212	7/16" X 4FT X 8FT OSB SHEATHING	1	\$7.12	\$6.76	5.0%	\$6.63	6.9%	\$6.63	6.9%
Misc.	91812	5GL VALSPAR DURA EXT SATIN BSE 4	1	\$175.00	\$148.75	15.0%	\$122.50	30.0%	\$116.20	33.6%
	54195	24X48 CEILING PANEL FASH TONE 942	1	\$40.80	\$36.72	10.0%	\$31.27	23.4%	\$31.27	23.4%
	2E+05	10 OZ ALEX PLUS WHITE	1	\$2.28	\$1.94	15.0%	\$1.58	30.9%	\$1.60	29.8%

Note: Pricing shown is for Lowe's store #0595 in Mooresville, NC; Identical orders at different Lowe's stores may have different retail and QSP pricing. For illustrative purposes the comparisons are based on a qty of 1 for each item & product mix shown is a sampling of how savings would be applied in the various tiers.

For a complete listing of Lowe's product offerings, please visit www.lowes.com. This represents Lowe's electronic file of catalog/product offering and pricing

3. Delivery

Lowe's has one of the largest fleets of supply and construction delivery vehicles in the business to provide NASPO ValuePoint customers with what they need when they need it. With our extended business hours, our delivery fleet runs 7 days per week, except major holidays, to ensure we meet the needs of our valuable business customers. Lowe's also offers next day delivery service for in-stock major appliances, when requested by the entity. Entities that choose to order product that are not in-stock (Special Order) the delivery time frame will be adjusted to accommodate for product arrival. Lowe's will make every effort to deliver Special Order products within the entities time frame however, the local stores will communicate with the entities to schedule acceptable deliveries.

Delivery charges will be standard charges per each stores policy for deliveries of 0 to 20 miles one way. For deliveries of more than 20 miles, the delivery charge is an additional \$1 per mile, one way.