

WALK-IN BUILDING SUPPLIES/CARPENTRY SUPPLIES/HOME IMPROVEMENT SUPPLIES AND RELATED MATERIAL

STATE OF MONTANA TERM CONTRACT

Department of Administration
 State Procurement Bureau
 165 Mitchell Building
 PO Box 200135
 Helena, MT 59620-0135
 Phone: (406) 444-2575 Fax: (406) 444-2529
 TTY Users-Dial 711
<http://www.mt.gov/doa/gsd>

WSCA #MA087

LOWE'S HOME CENTERS, LLC

Title: WALK-IN BUILDING SUPPLIES/CARPENTRY SUPPLIES/HOME IMPROVEMENT SUPPLIES AND RELATED MATERIAL

This is a non-exclusive contract.

CONTRACT TERM	FROM	July 31, 2014	CONTRACT STATUS	NEW ()
	TO	July 31, 2017		RENEW (xx) renewing for three additional years
VENDOR ADDRESS	To find the nearest store select: www.lowes.com/storefinder		ORDER ADDRESS	For registration and Key Fob ordering select: www.lowesforpros.com/wsca For order placement contact the desired commercial services desk at www.lowes.com/storefinder
ATTN:	Dan Ford		ATTN:	Michelle Halverson
PHONE:	720-403-5273		PHONE:	704) 758-5421
FAX:	877-494-3375		FAX:	(775) 684-0188
E-MAIL:	Dan.Ford@Lowes.com		E-MAIL:	Michelle.M.Halverson-2@lowes.com

This contract is available for use by all state agencies and political subdivisions.
 Utah is the lead state on this contract. The master contract and service level agreements are also found on this website.
<http://generalservices.utah.gov/statewidecontracts/Contracts.aspx>

WSCA #MA087

Rhonda R. Grandy, CONTRACTS OFFICER

DATE:

AUTHORIZED SIGNATURE

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

WESTERN STATES CONTRACTING ALLIANCE

(Walk-In Building Supplies/Carpentry Supplies/Home Improvement Supplies and Related Material)

Contract # MA087

Between

Lowe's Home Centers, LLC

[hereinafter "Contractor"]

And

State of Montana

[hereinafter "Participating State" or "Participating" Entity

State Contract Number: Montana MA087

1. Scope: This Addendum covers the WSCA/NASPO (Walk-In Building Supplies/Carpentry Supplies/Home Improvement Supplies and related material) lead by the State of Utah for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts.

2. Changes: The following terms and conditions will be added to the Participating Addendum for the

Participating State:

ACCESS AND RETENTION OF RECORDS

The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING

The Contractor shall not assign, transfer or subcontract any portion of this contract without the express written consent of the State. (Mont. Code Ann. § 18-4-141.) The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. No contractual relationships exist between any subcontractor and the State.

CHOICE OF LAW AND VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (See Mont. Code Ann. § 18-1-401.)

TERMINATION OF CONTRACT

Unless otherwise stated, the State may, by written notice to the contractor, terminate this Participating Addendum whole or in part without cause.

REDUCTION OF FUNDING: The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

3. Primary Contact: The primary Participating State contact individual for this participating addendum is as follows:

Name: Rhonda R. Grandy
Participating Entity: State of Montana
Address: 125 N. Roberts, Room 165 Mitchell Bldg.
City, State: Helena, MT 59620
Telephone: 406-444-3320
Fax: 406-444-2529
E-mail: rhgrandy@mt.gov

4. Subcontractors: The following subcontractor(s) are authorized to perform services.
NONE

5. Authorized Point-of-Sale: The following Servicing Contractors are authorized to perform services.

Montana Stores

Store 319
2717 King Ave West
Billings, MT 59102
406-655-9317

Store 1682
3100 North Reserve St
Missoula, MT 59808
406-329-1801

Store 1904
2360 Highway 93 North
Kalispell, MT 59901
406-758-3030

Store 2277
3291 N Sanders St
Helena, MT 59601
406-495-9750

Store 2608
1731 Tschache Lane
Bozeman, MT 59718
406-522-3240

This Addendum and the associated Master Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to

Approved by Legal Dept MCH

add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

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

Government Entity:

By: State of Montana
Name: Marvin Eicholtz
Title: Division Administrator

Date: 4/20/12

Contractor:

By: Dennis Knowles
Name: Dennis Knowles
Title: SVP, Store Ops Support & Specialty Sales

Date: 4/12/12

Approved by Legal Dept. MCH