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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street – Room 100
Concord, New Hampshire 03301
(603) 271-3201 Office@das.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

October 4, 2023

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with Lowe's Home Centers, LLC (VC#307893), Mooresville, NC in an amount up to and not to exceed $774,041.01 for building materials and hardware through a participating agreement (PA) with the National Association of State Procurement Officials (NASPO) ValuePoint Contract MA3875, effective upon the Governor and Executive Council approval through July 31, 2027.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

NASPO request for proposal (RFP) AS21-189 was issued by the lead State, Utah, on August 3, 2021, with responses due back October 5, 2021. The RFP reached 2,046 vendors.

New Hampshire currently has 16 other contracts with 16 different vendors for building supplies due to their specific nature (i.e. lumber, window treatments, paint, etc.) and local availability. This requested contract with Lowe's Home Centers, LLC would allow the State agencies an additional source as locally available to fulfill their respective missions, as well as competitive pricing.

Agencies are required to review all State contracts for building materials and hardware for best available pricing/quotes for all purchases over $5,000.00. Purchases over this threshold shall require a minimum of four quotes from contracted suppliers. If no product is available from the contractors, then the response email of "no quote" shall be required by the requesting agency.

Highlights of the requested contract:

- 7% discount at point of sale as walk-in solution with the contract savings card (Key Fob)
- 7-20% discount online utilizing www.Lowes.com purchases
- 7-20% discount online utilizing the Lowe's eProcurement System via punchout

Contract financials	
Estimated annual spend	$140,734.73
Estimated 5-year term spend	$703,673.65
Add allowance for balance of product line (10%)	$70,367.36
Price limitation	$774,041.01

Based on the foregoing, I am respectfully recommending approval of the contract with Lowe's Home Centers, LLC.

Respectfully submitted,

Charles M. Arlinghaus
Commissioner

NASPO ValuePoint
PARTICIPATING ADDENDUM

NASPO ValuePoint®

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

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

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.

Approved by Legal Dept GC

☐ 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.

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 28771
Telephone:	980-287-6417
Fax:	
Email:	Lisa.c.minton@lowes.com

PARTICIPATING ENTITY:

Name:	Wayne Goulet
Address:	State House Annex 25 Capital Street Room 102 Concord, NH 03301
Telephone:	603-271-2009
Fax:	603-271-2700
Email:	Wayne.V.Goulet@das.nh.gov

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

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:**

Further Information: Personnel
The State of New Hampshire's Contract Terms and Conditions (the "Contract Terms") require that Vendors state that no owners, directors, officers, employees. Agents, or subcontractors of a Vendor are officials or employees of the State of New Hampshire. Lowe's Companies, Inc., a publicly traded company, is the parent company of Lowe's Home Centers, LLC ("Lowe's"), the entity entering into the above contract. Lowe's Companies, Inc. operating entities, including Lowe's Home Centers, LLC, operate over 1,700 stores, perform installation services nationwide, maintains relationships with thousands of suppliers, employs over 200,000 people, and serves millions of customers. Because of its large number of employees. Lowe's cannot monitor all of the hiring of personnel or with absolute certainty ensure that all employment relationships or officials with the State of New Hampshire are known. Therefore, to the best of its knowledge and belief, Lowe's is unaware of any employment relationships or officials with the State. Lowe's will not directly solicit State of New Hampshire employees or official; however, the State agrees Lowe's is not prevented from hiring State personnel that have responded to a general public job posting.

Further Information: Payments and Invoicing

Notwithstanding the Contract Terms, all payments under this Agreement shall be due and made at time of purchase.

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: Audits

If required to submit any current audited financial statements Lowe's Home Centers, LLC will submit statements from its parent company.

Further Information: Assignability and Subcontracting

Lowe's uses third party independent contractors to perform ancillary services for Lowe's 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 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 affiliate or subcontractor-specific or subcontractor approval requirements for this supply contract. Moreover, Lowe's independently establishes the requirements for performing services on behalf of Lowe's and rejects any subcontractor requirements in the Agreement.

By executing the Participating Addendum, the State of New Hampshire accepts Lowe's payment, purchase orders, audits, subcontracting, and personnel disclosure terms contained herein and agrees this Supplement satisfies the State of New Hampshire's requirements for this Contract.

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified as the ("State"), engages contractor identified as the ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the State approves this Agreement unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date as specified.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or

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availability of funding for this Agreement and the Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7 c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal

authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Approved by Legal Dept. GC

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91 A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver

Approved by Legal Dept

of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in, herein.

17. Reserved.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms and/or attachments and amendment thereof, the terms) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

Approved by Legal Dept JC

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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: Not Authorized by this Participating Addendum.

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.

Approved by Legal Dept. JC

NASPO ValuePoint

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: Scott Matthews
Name: Charles Arlinghaus	Name: Scott Matthews
Title: Commissioner	Title: VP Pro Sales
Date: 9-21-23	Date: 7-1-2023

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.

Approval by the Attorney General

9/18/23

Approved by Legal Dept

State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that LOWE'S HOME CENTERS, LLC is a North Carolina Limited Liability Company registered to transact business in New Hampshire on February 12, 2001. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **369045**

Certificate Number: **0006237145**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 25th day of May A.D. 2023.

David M. Scanlan
Secretary of State

Lowe's Home Centers, LLC
Assistant Secretary's Certificate

The undersigned, Sarah K. Johnson, being duly elected or appointed as an authorized assistant secretary of Lowe's Home Centers, LLC, (the "Company"), hereby certifies in her representative capacity on behalf of the Company the following:

1. Scott Matthews, Vice President, ProServices, is an officer of Lowe's Home Centers, LLC and is authorized to execute contracts on behalf of said Company.

This the 1st day of June, 2023.

Sarah K. Johnson

State of North Carolina
Iredell County

Sworn and subscribed before me this the 1st day of June, 2023.

Notary Public, Julie A. O'Neill
My Commission Expires: 09/23/2023

JULIE A. O'NEILL
NOTARY
PUBLIC
IREDELL COUNTY, NC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh USA Inc.
100 North Tryon Street, Suite 3600
Charlotte, NC 28202

CONTACT NAME: Lisa Beam
PHONE (A/C, No, Ext): 1-704-374-8365 FAX (A/C, No):
E-MAIL ADDRESS: Lisa.beam@marsh.com

CN102776519-Lowes-Front-23-24 GOVT Y

INSURED
Lowe's Companies, Inc.
and subsidiaries
1000 Lowe's Boulevard
Mooresville, NC 28117

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Fire Insurance Company	23035
INSURER B : Interstate Fire & Casualty Co	22829
INSURER C : LM Insurance Corporation	33600
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** ATL-005536439-04 **REVISION NUMBER:** 13

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY			TB2651294595073	04/01/2023	04/01/2024	EACH OCCURRENCE	$	3,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	3,000,000
							MED EXP (Any one person)	$	
							PERSONAL & ADV INJURY	$	3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$	3,000,000
	OTHER:							$	
A	AUTOMOBILE LIABILITY			AS2651294595103	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$	5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
								$	
B	X UMBRELLA LIAB X OCCUR			USZ000210200	04/01/2023	04/01/2024	EACH OCCURRENCE	$	5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$	5,000,000
	DED RETENTION $							$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WA565D294595013 (AOS)	04/01/2023	04/01/2024	X PER STATUTE OTH-ER		
C	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A		WC5651294595023 (WI, MN)	04/01/2023	04/01/2024	E.L. EACH ACCIDENT	$	2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	2,000,000
							E.L. DISEASE - POLICY LIMIT	$	2,000,000
C	Excess Workers' Compensation			EW565N294595063 (FL)	04/01/2023	04/01/2024	(WC per statute)		3,000,000
A	Excess Workers' Compensation			EW265N294595033 (AOS)	04/01/2023	04/01/2024	(WC per statute)		3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Lowe's Companies, Inc. and subsidiaries, including Lowe's Home Centers, LLC

Certificate holder is included as additional insured under the commercial general liability portion of the umbrella liability policy for work performed or services provided by the named insured, if required by written contract with the named insured, subject to the terms and conditions of the policy.

CERTIFICATE HOLDER

State of New Hampshire
Dept. of Administrative Services
Bureau of Purchasing and Property
25 Capitol Street, RM 102
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

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AGENCY CUSTOMER ID: CN102776519
LOC #: Charlotte

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Marsh USA Inc.		Lowe's Companies, Inc. and subsidiaries 1000 Lowe's Boulevard Mooresville, NC 28117
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

EXCESS WORKERS COMPENSATION (MO)
Carrier: Liberty Mutual Fire Insurance Co.
Policy Number: EW265N294595053
Effective/Expiration dates: 04/01/2023 - 04/01/2024
Limit (Per Statute): $3,000,000

EXCESS WORKERS COMPENSATION (MA)
Carrier: Liberty Mutual Fire Insurance Co.
Policy Number: EW265N294595043
Effective/Expiration dates: 04/01/2023 - 04/01/2024
Limit (Per Statute): $3,000,000

Workers' Compensation and Excess Workers' Compensation policies include a self-insured retention of $2,000,000.

The Automobile Liability policy evidenced above is subject to additional self-insured retentions excess of limits shown for various perils covered.

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COMMERCIAL GENERAL LIABILITY
DECLARATIONS EXTENSION SCHEDULE – NAMED INSURED

Policy Number TB2-651-294595-073

It is agreed that the following are Named Insured(s) under this coverage part:

Allied Trade Group, Inc.

Allied Trade Group, LLC

Anchorage Eagle, LLC

Bajo Imports & Exports, S. DE R. L. DE C.V.

Banner Elk Lowe's LLC

Catamount Windup, LLC

CDR Investment, LLC

Central Charlotte, LLC

Central Wholesalers, LLC

Eagle Hardware & Garden Distribution Services, Inc

Eagle Hardware & Garden Retirement Savings Plan

Eagle Hardware & Garden Stock Ownership Plan

Eagle Hardware & Garden, Inc.

Federal Way Lowe's, LLC

GBI Delaware, LLC

Highway 280 Distribution Facility Association

L.G. Sourcing Inc. DBA Lowe's Glboal Sourcing

LBD, LLC

LC Realty, LLC

LCI DE, LLC

LCI Insurance, LTD

LF Corporation

LF, LLC

LG Sourcing, Inc.

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Schedule *(continued)*

LGS (Shanghai) Trading Limited

LGS HK Limited

LGSM DE Mexico S. DE RL DE C. V.

LGSM, LLC

LHC Brunswick ME, LLC

LHC Hanover PA, LLC

LHCI Australia Pty Limited

LHIC Netherlands I , C.V.

LHIC Netherlands II, B. V.

LHIC, LLC

Lowe's /Richmond Indiana, LLC

Lowe's 401 (K) Plan

Lowe's Charitable and Educational Foundation

Lowe's Companes Canada, ULC Also know as 31 00259 Nova Scotia Company

Lowe's Companies Employee Stock Ownership Plan & Trust

Lowe's Companies Mexico, S. DE R. L. DE C V.

Lowe's Companies Profit Sharing Plan & Trust

Lowe's HIW, Inc.

Lowe's Home Centers, Inc.

Lowe's Home Centers, LLC

Lowe's Home Centres (Canada), Inc.

Lowe's Home Improvement, LLC

Lowe's Home Improvement, LLC DBA Lowe's HI, LLC

Lowe's Services India Private Limited

Maintenance Supply Headquarters, LP Alacrity Renovations, LLC

Marble and Granite Works, LLC

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Schedule *(continued)*

MSH, LLC

Orchard Supply Company, LLC

Organ Isur S. DE R. L. DE C. V.

Realty Projects, S. DE R. .L DE C .V.

Southborough, LLC

Sterling Advertising, LLC

Sterling Advertising, LTD

Tenedora DE Proyectos DEL SUR, S. DE R.L. DE C.V.

The Contractor Yard, Inc.

Trabajadores De Servicios, S. DE R.L. DE C.V.

Valhalla Acquisition, LLC

WDR Delaware Corporation

WDR Delaware II Corporation

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Award Justification And Scoring Statement

Solicitation #AS21-189

Contract Title: NASPO ValuePoint Master Agreement for Walk-in Building Supplies

I. RESULT

The Evaluation Committee determined that the proposal submitted by Lowes Companies, Inc. provides the best overall value.

II. EVALUATION PROCESS

A request for proposals (RFP) was issued by the State of Utah to select a vendor to provided building supplies for walk-ins. Pursuant to Utah Code § 63G-6a-702(2), the RFP process was used because criteria other than cost were considered important in determining which vendor's proposal provides the best value.

Proposals were evaluated in accordance with Part 7 of the Utah Procurement Code by an Evaluation Committee comprised of subject matter experts from the following States: Oregon, Nevada, Minnesota, and Utah. A representative from the State of Utah Division of State Purchasing was consulted throughout the process to ensure Procurement Code compliance but was not a voting member of the Evaluation Committee.

Following evaluation of mandatory minimum requirements, 2 Offerors advanced to the technical scoring stage, which was scored as follows:

III. TECHNICAL CRITERIA – PROPOSAL EVALUATION

A. Customer Service/Emergency Service

In this category, proposals were evaluated against the following criteria:

a. Explain your customer service policy.
b. What are the normal operating hours of your retail outlets?
c. How will you be able to help the end user who may experience an emergency, disaster, or other unusual event?

Of a possible 110 points in this category, Lowes received 96.8 points and Offeror B received 74.8 points. **In the opinion of the Evaluation Committee, Lowes proposal met expectations with regard to the above criteria.**

B. Contract Management

In this category, proposals were evaluated against the following criteria:

a. Describe your strategy for contract management and support for participating state(s).
b. Who will be your main contact for the overall management of this contract?

Of a possible 110 points in this category, Lowes received 92.4 points and Offeror B received 70.4 points. **In the opinion of the Evaluation Committee, Lowes proposal met expectations with regard to the above criteria.**

C. Implementation

In this category, proposals were evaluated against the following criteria:

a. The specific information, resources, and assistance the offeror will require from each Participating State or Participating Entity for implementation.
b. Describe how soon from execution of the Participating Addendum to the point that end users will be able to utilize the contract.
c. Describe how the applicable discount will be applied at the time of purchase. Will the customer be able to use a FOB card or indicate the contract number at the time of check-out to receive the applicable discount?
d. Describe any customization abilities that you have for the Participating State(s) or Participating Entity.

Of a possible 90 points in this category, Lowes received 72.0 points and Offeror B received 46.8 points. **In the opinion of the Evaluation Committee, Lowes proposal met expectations with regard to the above criteria.**

D. Purchase Card and Billing:

In this category, proposals were evaluated against the following criteria:

a. Explain in detail the account billing process if procurement/purchase cards are not used. Can a PO (purchase order) be used?

Of a possible 95 points in this category, Lowes received 72.2 points and Offeror B received 72.2 points. **In the opinion of the Evaluation Committee, Lowes proposal met expectations with regard to the above criteria.**

E. Sustainability/Environmental Practices

In this category, proposals were evaluated against the following criteria:

a. Describe your sustainability and environmental practices that you currently have in place. Please include the following:
i. Describe your environmental practices that are applicable to the items you market.

Provide your published statements or policies or the links to those statements or policies.

ii. Provide a list of products for which you provide end of life take-back and recycling (e.g. fluorescent lamps, batteries, solvents, metals, etc.). List any subcontractors, if any, you use for these services. List any fees or conditions, if any, for these services (e.g. does the item have to have been purchased from your store?).

iii. Describe how the end users can locate and purchase the most environmentally preferred products.

Of a possible 95 points in this category, Lowes received 79.8 points and Offeror B received 49.4 points. **In the opinion of the Evaluation Committee, Lowes proposal met expectations with regard to the above criteria.**

F. Storage of Electronic Data

In this category, proposals were evaluated against the following criteria:

a. Describe in detail how the electronic information for each Participating State or Participating Entity shall be stored. Do you have a dual system as a backup in the unlikely event that the main information storehouse becomes unusable? Provide a general description of security protocol including sales and purchasing card data file security.

Of a possible 75 points in this category, Lowes received 60.0 points and Offeror B received 57.0 points. **In the opinion of the Evaluation Committee, Lowes proposal met expectations with regard to the above criteria.**

G. Return Policy and Warranties

In this category, proposals were evaluated against the following criteria:

a. What is your standard return policy?
b. Describe any warranties you offer, if any, in addition to manufacturer warranties.

Of a possible 75 points in this category, Lowes received 57.0 points and Offeror B received 36.0 points. **In the opinion of the Evaluation Committee, Lowes proposal met expectations with regard to the above criteria.**

H. Scope of Work and Additional Services

In this category, proposals were evaluated against the following criteria:

a. Offerors shall demonstrate in their Proposal how they meet or exceed the requirements of the Scope of Work in Attachment B.

b: What additional services are available? Rentals? If rentals are available, what is the rental policy and rates. Would the minimum discount apply to the rental rates?

Of a possible 50 points in this category, Lowes received 42.0 points and Offeror B received 22.0 points. **In the opinion of the Evaluation Committee, Lowes proposal met expectations with regard to the above criteria.**

Proposal Evaluation Conclusion

Of a possible 700 points in this evaluation stage, Lowes received a total of 572.2 points and Offeror B received 428.6 points. The RFP required a vendor to score a minimum of 490 points to proceed to the subsequent stage. **Because Lowes score exceeded this scoring threshold, Lowes is eligible to participate in the cost evaluation stage.**

IV. COST EVALUATION

Cost was scored as described in the RFP using the following cost formulas:

Purchasing will use the following cost formula for the Market Basket: The vendor with the lowest cost proposal receives all the available points. All other vendors receive a smaller number of points as determined by the ratio of their cost to the least expensive cost.

Lowes received all 300 points for cost

V. CONCLUSION

Of a possible 1000 points for both scoreable criteria and cost, Lowes scored 872.2 points. Based on the justifications outlined above, it is the opinion of the Evaluation Committee that award of a contract to Lowes provides the best value.