

**PARTICIPATION AGREEMENT
BETWEEN
CHICAGO HOUSING AUTHORITY
AND
LOWE'S HOME CENTERS, LLC**

This Participation Agreement ("Participation Agreement") is entered into as of April 1, 2025 ("Effective Date"), by and between the Chicago Housing Authority (hereinafter referred to as the "CHA" or "Customer"), an Illinois municipal corporation, with offices at 60 E. Van Buren St., Chicago, Illinois, 60605 and Lowe's Home Centers, LLC, a North Carolina Limited Liability Company, with headquarters at 1000 Lowe's Blvd Mooresville, NC 28117 (hereinafter referred to as "Contractor" or "Lowe's"). CHA and Contractor shall be referred to collectively herein as the "Parties" or individually as a "Party."

WITNESSETH:

WHEREAS, the CHA is engaged in the development and operation of safe, decent and sanitary housing throughout the City of Chicago for low-income families in accordance with the United States Housing Act of 1937, 42 U.S.C. §1437 et seq.; regulations promulgated by the United States Department of Housing and Urban Development ("HUD"), and the Illinois Housing Authorities Act, 310 ILCS 10/1 et seq., as amended, and other applicable laws, regulations and ordinances; and

WHEREAS, the CHA's Property & Asset Management department desires the services of a contractor to provide maintenance, repair, and operating supplies to keep CHA property systems and equipment in operating condition (collectively the "Maintenance, Repair, Operating Supplies and Services" or "MRO Supplies and Services"); and

WHEREAS, on or about May 15, 2024 Region 4 Education Service Center ("Region 4 ESC") issued a Request for Proposals ("RFP") for Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services which Region 4 ESC awarded to Contractor; and

WHEREAS, on or about October 29, 2024, Region 4 ESC and Contractor entered into Contract No. R240805 for Maintenance, Repair, and Operations (MRO) Supplies, Equipment, and Related Products and Services, with a three (3) year original term from November 1, 2024 through October 31, 2027, with a renewal option for up to two (2) years by providing its written intent to renew thirty (30) days prior to the expiration of the original term (the "Reference Contract"); and

WHEREAS, the Reference Contract was procured pursuant to an open and competitive solicitation, and the Contractor to the contract is willing to extend the prices and other applicable terms of the contract to other government agencies to purchase products and services at prices indicated in the Master Services Agreement; and

WHEREAS, the CHA desires to participate in the Master Services Agreement in reliance upon the Contractors willingness to extend the prices and other applicable terms of the contract to

other government agencies, available and in effect under the Master Services Agreement, and said participation rights have been authorized and approved by Contractor; and

NOW THEREFORE, in consideration of the mutual promises and the terms and conditions set forth herein, the CHA and Contractor agree as follows:

1. INCORPORATION OF REFERENCE CONTRACT.

Except as provided herein, CHA adopts the terms and conditions of the Reference Contract, which is attached and incorporated into this Agreement as Exhibit A. Capitalized terms used, but not otherwise defined in this Agreement, shall have the meanings ascribed to them in the Reference Contract. All references to **Region 4 ESC**, each of its employees, agents, entities, representatives, and the like in the Reference Contract shall be interpreted in this Agreement as references to CHA and its departments, officers, employees, agents, and the like. CHA shall have the same rights, remedies, and expectations of Contractor's performance under this Agreement as may apply to **Region 4 ESC** under the Reference Contract, unless specifically amended or modified herein. Notwithstanding anything in the Reference Contract to the contrary, in the event of a conflict between the terms of this Agreement and the terms of the Reference Contract (excepting any terms and conditions relating to price and cost), the terms of this Agreement shall control as between the Contractor and CHA. Unless otherwise indicated, terms set forth in this Agreement that are not present in the Reference Contract shall be deemed inserted and fully enforceable.

2. SCOPE OF WORK

The Scope of Work which the CHA shall require Lowe's to perform under this Participation Agreement for MRO Supplies and Services, include but are not limited to industrial equipment, cleaning supplies, materials such as flooring, paint, light fixtures, countertops, refrigerators, ranges, HVAC supplies, plumbing supplies, and preventative maintenance and stock inventory services to reduce repair time for emergency repairs:

i. SUPPLIES.

- a. Motors and Power Transmission. General, Definite Purpose and HVAC motors, gear motors, bearings, V-belts and accessories.
- b. Electrical Supplies. Distribution, controls, wire, cable, voice & data and supplies.
- c. Lighting. Lamps, ballasts, fixtures, task lighting, flashlights and batteries.
- d. Tools. Hand, power, outdoor and automotive tools and tool storage.
- e. Measuring Tools & Test Instruments. Calipers, gauges, inspection, micrometers and multimeters.
- f. Pneumatic. Pneumatic tools and system components, air compressors and hydraulics.
- g. Machining and Cutting Tools. Drill bits, taps, dies, blades, counterbores, countersinks and abrasives.
- h. Material Handling, Storage and Packaging. Ladders, hoists, shelving, storage, furniture, packaging, casters, cart, trucks and drums.
- i. Welding. Welding equipment and supplies.
- j. Fasteners and Adhesives. Nuts, bolts, washers, screws, hooks, flat stock, raw materials (metal, rubber, plastic), glue and cement.
- k. Lubricants, Sealants and Paint. Grease, oil, penetrates sealants, caulk and paint.

- 3

CHA reserves the right, as it deems necessary, to waive informalities and technicalities, and to make other changes and modifications consistent with CHA's policies, and the laws and regulations governing HUD programs.

3. *The language in Section 1 Term of Agreement and Further Information – Draft Contract (1) Term of Agreement of the Reference Contract, is hereby deleted in its entirety and replaced with the following language:*

TERM.

The initial term of this Agreement is for the period of April 1, 2025 through October 31, 2027. CHA shall have two (2) options to renew the Agreement for the period of up to one (1) year (each a "Renewal Term") at CHA's sole discretion.

4. *The language in Section Further Information– Administration Agreement, Clause 23 of the Reference Contract, is hereby deleted in its entirety and replaced with the following language:*

GOVERNING LAW AND VENUE.

The parties agree that the law governing this Agreement shall be that of the State of Illinois. In the event that suit is brought by either party to this Agreement, the parties agree that venue must be exclusively vested in the state courts of Illinois in Cook County or in the United States Northern District of Illinois.

5. *The language of Section 30 Indemnity and Further Information – Draft Contract (30) Indemnity of the Reference Contract, is hereby deleted in its entirety and replaced with the following language:*

INDEMNIFICATION OF CHA.

To the maximum extent permitted by law, Lowe's agrees to defend, indemnify, and hold harmless CHA, its officers, employees, agents and contractors from all claims, suits, liabilities, damages, costs, company obligations, expenses (including reasonable attorneys' fees) of any nature whatsoever arising from or relating to, in whole or part: (i) Lowe's breach of its obligations, representations or warranties under this Agreement, (ii) the failure of Lowe's, its employees or agents to comply with the governing documents, (iii) violation by Lowe's or its employees or agents of any federal, state or local law, regulation or ordinance applicable to Lowe's activities under this Agreement, or (iv) the negligence, willful misconduct, intentional tort or criminal activity of Lowe's, its employees or agents.

6. *The language in the Reference Contract, is hereby supplemented to add the following language:*

COMPENSATION.

In consideration of Lowe's performance and provision of the MRO Supplies and Services, and other related activities herein, during the original term of this Agreement, the CHA shall pay Lowe's compensation in the total not-to-exceed amount of Seventeen Million

Five Hundred Nine Thousand Nine Hundred Dollars and 00/100 (\$17,509,900.00) (hereinafter the “Total Compensation”). For the First Renewal Term option, if any, CHA shall pay Lowe’s compensation, and increase the Total Compensation amount, in the total not-to-exceed amount of Six Million One Hundred Ninety Thousand Three Hundred Dollars and 00/100 (\$6,190,300.00). For the Second Renewal Term option, if any, CHA shall pay Lowe’s compensation, and increase the Total Compensation amount, in the total not-to exceed amount of Six Million Three Hundred Seventy-Six Dollars and 00/100 (\$6,376,000.00).

Lowe’s agrees not to perform and waives any and all claims for payment of work, materials, expenses, resources or other claims which would result in billings beyond this amount. It is mutually understood and agreed by the parties that the above agreed upon Total Compensation amount is the only compensation provided for in this Agreement and there will be no additional, costs, fees or other type of profit allowable or paid under this Participation Agreement without an express written amendment authorizing said additional compensation, supplies or services. Each party acknowledges an affirmative duty to monitor its use, performance and billings to ensure that the scope of work is completed within the Total Compensation amount.

7. *The language in the Reference Contract, is hereby supplemented to add the following language:*

AGENCY’S REPRESENTATIVE.

CHA’s Representative shall be Takia Hightower-Harris, Program Manager, Property and Asset Management. The Agency Representative is the primary point of contact, and the person responsible for receiving reports, providing direction and comment, and coordinating payment.

Takia Hightower-Harris | Program Manager
Property and Asset Management
thhightower@thecha.org
(312) 913-7842

8. *The language in the Reference Contract, is hereby supplemented to add the following language:*

NOTICES.

All notices, requests, demands and other communications under this Contract shall be given in writing. Such notices shall be deemed to have been given when delivered in person or three (3) business days after being sent via certified mail or upon delivery if sent via reputable overnight delivery service and addressed to the appropriate party at its mailing address set forth below:

To CHA:

Chicago Housing Authority
60 E. Van Buren Street, 12th Floor

Chicago, IL 60605
Attn: Property and Asset Management (PAM)

with a copy to: Chicago Housing Authority
60 E. Van Buren Street, 12th Floor
Chicago, IL 60605
Attn: Chief Legal Officer

To Lowe's: Lowe's Home Centers, LLC
1000 Lowe's Blvd.
 Mooresville, NC 28117
Attn: VP PRO Services, Pro & Services Mgmt.

with copy to: Lowe's Home Centers, LLC
1000 Lowe's Blvd.
 Mooresville, NC 28117
Attn: EVP CLO and Corporate Secretary

9. *The language of the Reference Contract, is hereby supplemented to add the following language:*

BUSINESS DOCUMENTS AND CERTIFICATIONS.

Contractor has provided to the CHA various documentation, certifications and representations, including evidence of its authority to conduct business in the State of Illinois, including without limitation, registrations of assumed names or limited partnerships and certifications of good standing with the Office of the Secretary of the State of Illinois.

10. *The language of the Reference Contract, is hereby supplemented to add the following language:*

HUD'S GENERAL CONDITIONS FOR NON-CONSTRUCTION CONTRACTS.

HUD's General Conditions for Non-Construction Contracts (HUD form 5370-C ("General Conditions")), are attached hereto as Exhibit II and incorporated by reference as if fully set forth herein. The Contractor agrees to fully comply with the General Conditions. In the event of a conflict between the terms and conditions of the General Conditions and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall control.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, CHA and Contractor have caused this Agreement to be executed and entered as of the Effective Date.

(SUBJECT TO THE ATTACHED CLARIFYING INFORMATION ADDENDUM)

CHICAGO HOUSING AUTHORITY

LOWE'S HOME CENTERS, LLC

By: Sheila Johnson
Sheila Johnson
Deputy Chief Procurement Officer

Signed by:
By: Steffani McLean
58B6883FA0EA45E...
Print: Steffani McLean
Title: VP Pro Sales

Approved as to Form and Legality
Chicago Housing Authority
Office of the General Counsel

By: Elizabeth Silas
Elizabeth Silas (Jul 17, 2025 15:36 CDT)
Elizabeth Silas
Acting Chief Legal Officer

EXHIBIT I: Reference Contract

EXHIBIT II: HUD General Conditions for Non-Construction Contracts (Form 5370-C)
Clarifying Information Addendum ("Addendum")

EXHIBIT I
REFERENCE CONTRACT

Region 4 Education Service Center (ESC)

Contract # R240805

for

Maintenance, Repair, and Operations (MRO) Supplies,
Equipment, and Related Products and Services

with

Lowes's Home Centers, LLC

Effective: November 1, 2024

The following documents comprise the executed contract between the Region 4 Education Service Center and Lowe's Home Centers, LLC, effective November 1, 2024:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference

CONTRACT

*This Contract ("**Contract**") is made as of November 1, 2024 by and between Lowe's Home Centers, LLC ("**Contractor**") and Region 4 Education Service Center ("**Region 4 ESC**") for the purchase of Maintenance, Repair, and Operations (MRO) Supplies, Equipment, and Related Products and Services ("the products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number 24-08 for Maintenance, Repair, and Operations (MRO) Supplies, Equipment, and Related Products and Services ("RFP"), to which Contractor provided a response ("**Proposal**"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("**Public Agencies**") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) **Term of agreement.** The initial term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for an additional term of up to two (2) years or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. Notwithstanding the forgoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued under the Contract for a period of up to one year beyond the Contract term.
- 2) **Scope.** Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e., bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest may guarantee to perform all obligations under this Contract. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

- a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
 - i. Providing material that does not meet the specifications of the Contract;
 - ii. Providing work or material was not awarded under the Contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;

- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC or Contractor may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract for a period of up to one year beyond the term of the Contract.
- 14) Delivery. If requested, Lowe's will deliver products under this Agreement in accordance with the Lowe's delivery policies in effect at time of purchase, including with limitation, any additional fees for delivery. Product purchased under this Contract are subject to Lowe's return policies in effect at the time of purchase. Lowe's current policies can be found at <https://www.lowes.com/l/shipping-delivery> and www.lowes.com/l/help/returns-policy.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. The entity using the Contract will make payments directly to the awarded vendor.
- 17) Offer's Pricing. Contractor agrees that all prices offered through this Contract are comparable to or better than the equivalent prices offered through any other similar cooperative purchasing contract.
- Lowe's offers large inventory of products in numerous categories. Lowe's is unable to automatically adjust Participating Agency's pricing in the event of retail price fluctuations in various locations.
- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.
- 19) Product Assortment. Contractor's product assortment varies based on numerous factors, including for example location, season, and product availability. In addition, products may change over time and manufacturers discontinue products and product lines. Unless Contractor issues a written quote or offer, Contractor makes no guarantees with respect to product changes

or availability and has no obligation to inform Region 4 ESC, OMNIA Partners, or any member of product changes or availability.

- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to

protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. To the proportionate extent of its liability, Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all third-party claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Region 4 ESC acknowledges that Contractor's proprietary indicia, trademarks, service marks, or trade names (Collectively "Marks" are owned by LF, LLC, a Delaware limited liability company and an affiliate of Lowe's. In order to use such Marks, Region 4 ESC will enter into a separate Licensing Agreement with LF, LLC. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

FURTHER INFORMATION TO MASTER AGREEMENT TO FOLLOW IN APPENDIX B WITH ADDENDUM A AND ADDENDUM A1

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name Lowe's Home Centers, LLC

Address 1000 Lowe's Blvd

City/State/Zip Mooresville, NC 28117

Telephone No. 888-310-7791

Email Address GovernmentSupport@Lowes.com

Printed Name Steffani McLean

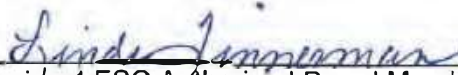
Title VP Pro Sales

Authorized signature 

Accepted by Region 4 ESC:

Contract No. R240805

Initial Contract Term 11/1/2024 to 10/31/2027


Region 4 ESC Authorized Board Member

10/29/2024
Date

Linda Tinnerman
Print Name


Region 4 ESC Authorized Board Member

10/29/2024
Date

Victor E. White
Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

- X Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
See Addendum A and Addendum A1 attached			
		All Accepted	

Addendum A
to
Appendix A Draft Contract, Exhibit F, Attributes (collectively called “Contract”)
Between Lowe’s Home Centers, LLC (Lowe’s)
and
Region 4 Education Service Center (ESC)
(being made available by OMNIA Partners, Public Sector (OMNIA)
for
RFP 24-08
Maintenance, Repair and Operations (MRO) Supplies & Related Services

By awarding the above referenced project to Lowe’s Home Centers, LLC, Region 4 ESC agrees that this Addendum will become a part of the Contract. This Addendum and the Contract collectively form the agreement between ESC, OMNIA, and Lowe’s. With respect to any inconsistencies between the Contract and this Addendum, this Addendum shall govern.

Further Information - Draft Contract (1) Term of Agreement. Clause 1 does not provide Lowe’s the right not to renew a Contract. Lowe’s needs have at least the same terms as in its previous agreement; Lowe’s will therefore provide the following under this Contract in lieu of clause 1.

The initial term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right ~~in its sole discretion~~ to renew the Contract for an additional term of up to two (2) years or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC’s intent to renew thirty (30) days prior to the expiration of the original term. Contractor may elect not to renew by providing three hundred sixty-five days’ (365) notice to Region 4 ESC. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. Notwithstanding the forgoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued under the Contract for a period of up to one year beyond the Contract term.

Further Information –Draft Contract (3) Form of Contract.

Lowe’s Home Centers, LLC (LHC), the entity submitting a response to this RFP, 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 the LHC and Lowe’s Pro Supply (LPS), a division of LHC, 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 these ancillary services to trigger any subcontractor-specific or subcontractor approval requirements for this Contract. Lowe’s agrees to comply with all subcontracting requirements should Lowe’s enter into a new contract to specifically fulfill Region 4 ESC’s or Omnia’s requirements thereof.

Further Information – Draft Contract (5) Commencement of Work.

Use of Purchase Orders requires a Lowe's Commercial Account (LCA) or P-Cards. Lowe's does not agree to any additional Purchase Order Terms & Conditions. Aside from product, delivery, or shipping information, any terms, conditions, representations or certifications included in any purchase order, receipt, or other written instruments (Additional Terms), including from entities or persons authorized to purchase under this Agreement, are void and superseded by the terms and conditions of this Agreement. Lowe's gives notice of objection to all Additional Terms and specifically rejects all Additional Terms as a material alteration to this Agreement. Lowe's may accept Additional Terms in its sole discretion after receiving advance written notice of the Additional Terms, provided that no Additional Terms are valid until the entity presenting the Additional Terms receives a signed acknowledgement from Lowe's agreeing to the Additional Terms.

Further Information –Draft Contract (8) Novation.

Clause 8 requires that any successor in interest must guarantee to perform all obligations under this Contract. Lowe's cannot guarantee this; Lowe's will therefore provide the following under this Contract in lieu of clause 8:

8) Novation. If Contractor sells or transfers all assts or the entire portion of the assets used to perform this Contract, the successor in interest ~~must~~ **may** guarantee to perform all obligations under this Contract. ~~Region 4 reserves the right to accept or reject any new party.~~ A change of name agreement will not change the contractual obligations of Contractor.

Further Information –Draft Contract (10) Adding Authorized Distributors/Dealers.

Clause 10 requires Lowe's to identify to Region 4 ESC of its intent to use an authorized distributor or dealer.

Lowe's intends to fulfill a portion of this Contract through Lowe's Pro Supply, a division of Lowe's Home Centers, LLC. As a division of Lowe's, Lowe's does not consider Lowe's Pro Supply a subcontractor for the purposes of this Contract.

Further Information – Draft Contract (11) Termination of Contract.

11) e) Standard Cancellation.

The original Clause 11 subsection e) is removed and replaced with the following:

11) e) Standard cancellation. Region 4 ESC ~~or Contractor~~ may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

Further Information –Draft Contract (14) Delivery.

14. Delivery. ~~Confirming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.~~ If requested, Lowe's will deliver products under this

Agreement in accordance with the Lowe's delivery policies in effect at time of purchase, including without limitation, any additional fees for delivery.) Products purchased under this Contract are subject to Lowe's return policies in effect at the time of purchase. Lowe's current policies can be found at <https://www.lowes.com/l/shipping-delivery> and [www. lowes.com/l/help/returns-policy](https://www.lowes.com/l/help/returns-policy)

Further Information –Draft Contract (16) Payments.

Based on Lowe's standard payment and billing processes customers must tender payment for walk-in and online purchases at the time of purchase. Moreover, Lowe's cannot include certain text in its invoices. Lowe's will therefore provide the following invoicing under this Contract in lieu of clause 16:

16) Payments. The entity using the Contract will make payments directly to the awarded vendor. ~~Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.~~

Further Information – Draft Contract (17) Price Adjustments.

Clause 17 provides mechanisms for review of price increases, price reductions and adjustments. Lowe's operates over 1,700 stores, performs installation services nationwide, maintains relationships with thousands of suppliers, employs over 200,000 people, and services millions of customers. Lowe's cannot guarantee that prices across the company will not be lower than those offered under this Contract. Moreover, due to this scale, Lowe's cannot obtain advance approvals of pricing or product changes. Lowe's will therefore provide the following pricing under this Contract in lieu of clause 17:

17) Offeror's Pricing. Contractor agrees that all prices offered through this Contract are comparable to or better than the equivalent prices offered through any other similar cooperative purchasing contract.

Lowe's offers large inventory of products in numerous categories. Lowe's is unable to automatically adjust Participating Agency's pricing in the event of retail price fluctuations in various locations.

Further Information – Draft Contract, Clauses 19 through 22

Clauses 19 through 22 seek to control Lowe's product offerings. Lowe's is a reseller of product and as such cannot guarantee that replacement models of any product will meet or exceed the specifications or the performance of a discontinued model. Similarly, Lowe's cannot guarantee that replacement models will be available at the same prices as the discontinued model. Lowe's is not offering any labor under this contract and accordingly will not warrant labor. Finally, Lowe's will therefore provide the following product representations under this Contract in lieu of clauses 19, 20, 21, and 22:

19) Product Assortment. Contractor's product assortment varies based on numerous factors, including for example location, season, and product availability. In addition, products may change over time and manufacturers discontinue products and product lines. Unless Contractor issues a written quote or offer, Contractor makes no guarantees with respect to product changes or availability and has no obligation to inform Region 4 ESC, Omnia, or any Member of product changes or availability.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. ~~Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if in the line is replacing or supplementing products,~~

~~is equal or superior to the original products, is discontinued similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.~~

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty ~~and one (1) year labor warranty unless otherwise agreed to in writing.~~

Further Information – Draft Contract, Clauses 23 through 26

Lowe's and Region 4 ESC agree that "work to be performed at schools" and "services" do not include delivery. Delivery of appliances consists of moving of new appliance into desired location, moving of old appliances to another location if requested, haul-away and recycling of old appliance, uncrating and removal of packing materials, demonstration of operation of new appliance if requested, and door swing change, if necessary. Charges and restrictions may apply to gas appliances, dishwashers, drop-in ranges, air conditioners, water heaters, wall ovens, surface units, and cooktops. All appliances may not be available in all areas.

Moreover, Lowe's conducts background checks of its employees at the time of hire 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 Contractor employees at the beginning of their employment only. By utilizing the Contract for purchases,

Region 4 ESC, Omnia, and purchasing Members agree that this fulfills all Contract obligations related to sex offender restrictions.

Further Information – Draft Contract (30) Indemnity.

Lowe's will provide the following Indemnity under this Contract in lieu of clause 30:

30) Indemnity: ~~To the proportionate extent of its liability,~~ Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all ~~third-party~~ claims, damages, losses, and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

Further Information – Draft Contract (31) Marketing.

Lowe's proprietary indicia, trademarks, service marks, or trade names (collectively "Marks") are owned by LF, LLC, a Delaware limited liability company and an affiliate of Lowe's. In order to use such Marks, Omnia, and Region 4 ESC must enter into a separate Licensing Agreement with LF, LLC. As such the following paragraph will appear in lieu of clause 31:

31) ~~Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement.~~ Region 4 ESC acknowledges that Lowe's proprietary indicia, trademarks, service marks, or trade names (collectively "Marks") are owned by LF, LLC, a Delaware limited liability company and an affiliate of Lowe's. In order to use such Marks Region 4 ESC will enter into a separate Licensing Agreement with LF, LLC. Any use of Region 4 ESC's name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

Further Information – Draft Contract (32) Certificates of Insurance.

Lowe's Home Centers, LLC ("Lowe's"), will maintain during the term of the project and for a two year period following completion of services, the following insurance:

Commercial general liability insurance, under a blanket program providing coverage for multiple projects and locations, with minimum limits of \$1,000,000 per occurrence; \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate, which shall include coverage for bodily injury, death, property damage, personal and advertising injury and contractual liability; commercial automobile liability insurance providing coverage for owned, hired, and non-owned autos in the minimum combined single limit of \$1,000,000; and excess liability insurance in the minimum amount of \$5,000,000. Such insurance will respond on a primary basis for claims arising out of Lowe's performance under the terms of the agreement. Lowe's will also maintain workers' compensation insurance as required by applicable statute and employer's liability insurance in the minimum amount of \$500,000 per employee for disease, \$500,000 bodily injury per accident and \$500,000 policy limit for disease.

All policies shall be written on an occurrence basis by insurers rated A/X or higher by A.M. Best and authorized to do business in the state where the services are performed. Lowe's will satisfy the commercial general liability insurance requirement through a program of self-insurance covering Lowe's Companies, Inc. and its U.S. subsidiaries, including Lowe's Home Centers, LLC.

An evidence of coverage certificate of insurance providing information on Lowe's insurance program is attached. Lowe's shall provide Region 4 ESC with a renewal certificate, upon request, should this certificate expire during the awarded contract term. Lowe's will use commercially reasonable efforts to provide Region 4 ESC within thirty (30) days' prior written notice of cancellation of the insurance described herein; such notice will not be provided by the insurance company.

Upon request Lowe's shall include Region 4 ESC as an additional insured, by blanket endorsement, under the commercial general liability and automobile liability insurance, and shall provide Region 4 ESC with a certificate of insurance naming Region 4 ESC as an additional insured. All certificates bear an electronic signature. Lowe's will provide a certificate of insurance only; Lowe's will not provide copies of its insurance policies.

By awarding the above referenced project to Lowe's Home Centers, LLC, Omnia and Region 4 ESC accept Lowe's insurance program contained herein and agrees this program satisfies Omnia's and Region 4 ESC's insurance requirements for this solicitation.

Further Information – Exhibit F, Attributes Question #17 Federal Funds Certifications

Exhibit F (FEMA and additional Federal funding special conditions) states that Services issued under this contract may be in response to an emergency or disaster recovery situation and eligible for federal funding; Services issued in response to an emergency or disaster recovery situation are subject to and must comply with all federal requirements applicable to the funding. The remaining items below, located in this Special Conditions section, are activated and required when federal funding may be utilized.

Lowe's and Region 4 ESC agree that "Services" do not include the sale of products or delivery thereof. Delivery of appliances consists of moving of new appliance into desired location, moving of old appliances to another location if requested, haul-away and recycling of old appliance, uncrating and removal of packing materials, demonstration of operation of new appliance if requested, and door swing change, if necessary. Charges and restrictions may apply to gas appliances, dishwashers, drop-in ranges, air conditioners, water heaters, wall ovens, surface units, and cooktops. All appliances may not be available in all areas.

Lowe's will comply with orders of the United States Secretary of Labor, including any applicable rules and regulators of those order, as required by law. However, Region 4 ESC agrees not to allow any federal or federal contract funds to be utilized at Lowe's or its affiliates through this Contract.

Further Information – Exhibit F, Attributes Question #116 Recovered Materials and Question #117 Telecommunication Surveillance Product Composition and Characteristics (environmental, recycled, country of origin and prohibition on certain telecommunication and surveillance services or equipment)

Absent a specific inquiry, Lowe's cannot guarantee that any product available for purchase have any particular environmental or other characteristics, including, Buy America Act, energy, and/or environmental or other characteristics, including recycled or recovered content, efficiency, county of origin or manufacturer, or the that components parts have any particular characteristics such as the absence of Huawei, ZTE or other listed company components before purchase. Lowe's agrees to provide reasonable commercial assistance to identify products to meet a Participating Agency's federal, state, or local requirements on a per purchase basis.

Further Information – Exhibit F, Attributes Question#118 Buy American Certification of Compliance with Buy America Provisions

To the extent Federal Highway Administration funds, Federal Railroad Administration funds, Federal Transit Administration funds, or any funds that trigger Buy America Act requirements are to be utilized at Lowe's, Region 4 ESC, OMNIA, and Participating Agency shall email Lowe's at Governmentsupport@lowes.com in advance of purchase with purchase identifying requirements and receive a written confirmation of Buy America Act compliance. Absent such communication, the foregoing fund types shall not be utilized for purchasing.

Lowe's may accept such funds to be utilized for purchases in its sole discretion after receiving this separate, advance email notice; however, no Buy America Act requirements are valid until the buyer receives a signed acknowledgement from Lowe's agreeing to comply with applicable Buy America provision(s). Lowe's agrees to provide reasonable commercial assistance to a Participating Agency's, following the above process in identifying products to meet the Participating Agency's Buy America provisions on a per purchase basis.

Further Information – Exhibit F Subcontracts, Flow down of Contract Provisions

Exhibit F provides that the Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

Lowe's is furnishing only product and will not have subcontracts for any construction or other licensed activity (including repairs) under this Contract.

Should Lowe's enter into a new contract to specifically fulfill the purchaser's requirements, Lowe's agrees to insert the required contract clauses under this Section.

Further Information – Background Checks

Attributes, Question #94. (Criminal History of Certain Contract Employees)

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

Lowe's will assume that its delivery providers will not have direct contact with students. If direct contact with students is necessary, the member shall contact Lowe's to make arrangements for delivery or Lowe's may suggest an alternative method of delivering the products.

Further Information – Publicly Traded Company

Attributes, Question #96. (Exempt from submitting 1295 Form, with documentation as proof vendor is publicly-traded business entity)

Lowe's Companies, Inc. ("Lowe's Co."), a publicly traded company, is the parent company of Lowe's Home Centers, LLC ("Lowe's") the entity submitting this RFP. The Lowe's Co. common stock is listed on the New York Stock Exchange with shares trading under the ticker symbol LOW. For more information, visit www.Lowes.com. or accessed information through the U.S. Securities and Exchange Commission's website at <http://www.sec.gov/edgar.shtml>.

Further Information – Conflict of Interest Questionnaire

Attributes, Question #97 (Conflict of Interest Questionnaire)

The Conflict of Interest Questionnaire form attached to this Request for Proposal requires disclosure of employment or business relationships with OMNIA and its members and their family, as defined by Chapter 176 of the Texas Local Government Code, ("Qualifying Relationships"). Lowe's Home Centers, Inc., 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.

Because of its large number of employees, Lowe's cannot with absolute certainty ensure that all family, employment or business relationships with the officers or members of the OMNIA are known. Therefore, to the best of the signatory's knowledge and belief, Lowe's is unaware of any qualifying relationships.

Further Information – Small Minority and Women-Owned Firms for Subcontracting Opportunities

Attributes, Question # 119. (Affirmative Step for small minority and Women-owned Firms paid for with Federal Funds for any subcontracting opportunities)

Lowe's Home Centers, LLC (Lowe's) anticipates that its current workforce (i.e. regular, permanent employees) is sufficient to carry out its supply obligations under this Contract if awarded.

Lowe's will therefore not need to hire any subcontractors or additional labor, so the Affirmative steps for small minority and Women-owned firms does not apply to Lowe's. If for any reason should Lowe's enter into a new contractor to specifically fulfill purchaser's requirement, that utilize subcontractors, Lowe's will comply with such affirmative steps.

Further Information – Profit Negotiation

Attributes Question # 121. (Information related to profitability)

Lowe's will offers a large inventory of products in various categories, and it offers a discount off shelf pricing on these products if award this Contract. Lowe's may not be able to perform profitability analysis on each product, and will only provide to the extent feasible and required by law.

Further Information – Subcontractors

Attributes, Question # 124 (Applicability to Subcontractors).

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 subcontractor-specific or subcontractor approval requirements for this supply contract.

Addendum A-1
to
Exhibit B, Administration Agreement (“Agreement”)
Between Lowe’s Home Centers, LLC (Lowe’s)
and
OMNIA Partners, Public Sector, Inc. (OMNIA)
for
RFP 24-08
Maintenance, Repair and Operations (MRO) Supplies & Related Services

By awarding the above referenced project to Lowe’s Home Centers, LLC, OMNIA Partners, Public Sector, Inc. (OMNIA) agrees that this Addendum will become a part of the Agreement. This Addendum and the Agreement collectively form the agreement between OMNIA, and Lowe’s. With respect to any inconsistencies between the Agreement and this Addendum, this Addendum shall govern.

The following changes are made to the Administration Agreement:

Further Information– Administration Agreement, Clause 6

6. OMNIA Partners shall not be responsible for Supplier’s performance under the Master Agreement, and Supplier shall hold OMNIA Partners, harmless from any **third-party** liability that may arise from the **negligent acts or omissions** of Supplier in connection with the Master Agreement.

Further Information– Administration Agreement, Clause 11

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. ~~Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party’s logo (each, the “Logo”) solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party’s Logo, and such party shall comply with such terms in all material respects.~~ OMNIA Partners, acknowledges that Lowe’s proprietary indicia, trademarks, service marks, or trade names (collectively “Marks”) are owned by LF, LLC, a Delaware limited liability company and an affiliate of Lowe’s. In order to use such Marks, OMNIA Partners must enter into a separate Licensing Agreement with LF, LLC. Both parties shall obtain approval from the other party prior to use of such party’s Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party’s Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party’s Logo.

Further Information– Administration Agreement, Clause 15

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners, sole discretion, reserves the right to compare Participating Public Agency records with Contract

Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners, receives such report. In addition, OMNIA Partners, may engage a third party to conduct an independent audit of Supplier's monthly reports. ~~In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners, at the location designated by OMNIA Partners.~~ In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners, reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, ~~and reimbursement of OMNIA Partners, costs and expenses related to such audit.~~

Further Information– Administration Agreement, Clause 19

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA
Partners 5001
Aspen Grove
Franklin, TN 37067
Attention: Legal Department - Public Sector Contracting

B. Supplier:

Lowe's Home Centers, LLC
1000 Lowe's Blvd.
 Mooresville, NC 28117
Attention: VP PROServices, Pro & Services Mgmt.

With copy to; same address above

Attention: EVP Chief Legal Officer and Corporate Secretary

Further Information– Administration Agreement, Clause 23

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions. ~~provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee~~



24-08 Addendum 4

Lowe's Home Centers, LLC

Lowe's Companies, Inc.

Supplier Response

Event Information

Number: 24-08 Addendum 4
Title: Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services
Type: Request for Proposal
Issue Date: 5/15/2024
Deadline: 6/27/2024 02:00 PM (CT)
Notes: Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

Only online proposals will be accepted. Proposals must be submitted via Region 4 ESC's online procurement system: region4esc.ionwave.net.

No manual, emailed, or faxed proposals will be accepted.

NON-MANDATORY PRE-PROPOSAL CONFERENCE

Meeting to be held on
Thursday, May 30, 2024 at 10:00 am CST
via ZOOM. Click [here](#) to join.

Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Procurement and Operations Specialist.

Contact Information

Address: Finance and Operations
7145 West Tidwell Road
TX 77092

Email: questions@esc4.net

Lowe's Home Centers, LLC Information

Contact: Lisa Lisa Minton
Address: 1000 Lowe's Blvd
Mail Code PRO21
Mooresville, NC 28117
Phone: (980) 287-6417
Email: LISA.C.MINTON-1@LOWES.COM
Web Address: Lowes.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Steffani McLean

Signature

Submitted at 6/27/2024 09:57:56 AM (CT)

Steffani.McLean@Lowes.com

Email

Requested Attachments

OFFER AND CONTRACT SIGNATURE FORM

Offer and Contract Signature
Form.pdf

Please complete the Offer and Contract Signature Form, located on the Attachments tab, and upload the completed document here.

Appendix B - Terms & Conditions Acceptance Form

RFP 24-08 Appendix B - Terms
and Conditions Acceptance Form
and Addendum A and A-1.pdf

Please complete the Terms & Conditions Acceptance Form, located on the Attachments tab, and upload the completed document here.

Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy

Acknowledgment and Acceptance
of Region 4 ESCs Open Records
Policy.pdf

Please complete the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy, located on the Attachments tab, and upload the completed document here.

Antitrust Certification Statements

Antitrust Certification
Statements.pdf

Please complete the Antitrust Certification Statements, located on the Attachments tab, and upload the completed document here.

Certificate of Interested Parties (Form 1295)

Form 1295.pdf

Must complete the form online at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Texas Government Code 2270 Verification Form

Texas Government Code 2270
Verification Form.pdf

Please complete the Texas Government Code 2270 Verification Form, located on the Attachments tab, and upload the completed document here.

RFP 24-08 Market Basket

24-08
_MarketBasket_2024_06_10.xlsx

Please complete the OMNIA Partners - Market Basket, located on the Attachments tab, and upload the completed documents here.

Value Add

Additional Information for
Attributes.pdf

Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract. Furniture can be included as a Value-Add, include any fees such as installation, delivery options, setup/cleaning, classroom design/layout, special orders, etc.

Submit FEIN and Dunn & Bradstreet report.

Dunn & Bradstreet.pdf

Upload FEIN and Dunn & Brandstreet report here.

Diversity Program Certifications*No response*

If there are any diversity programs, provide a copy of their certification.

Minority Women Business Enterprise Certification*No response*

Please upload Minority Women Business Enterprise Certification if applicable.

Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification*No response*

Please upload Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification if applicable.

Historically Underutilized Business (HUB) Certification*No response*

Please upload Historically Underutilized Business (HUB) Certification if applicable.

Historically Underutilized Business Zone Enterprise (HUBZone)*No response*

Please upload Historically Underutilized Business Zone Enterprise (HUBZone) if applicable.

Other recognized diversity certificate holder*No response*

Please upload other recognized diversity certificate holder if applicable.

Additional Agreements Offeror will require Participating Agencies to sign.*No response*

Upload any additional agreements offeror will require Participating Agencies here.

OMNIA Partners - Exhibit F Federal Funds Certifications

Exhibit F - Federal Funds Certifications.pdf

Please complete the OMNIA Partners - Exhibit F Response for National Cooperative Contract located on the Attachments tab and upload the completed documents here.

OMNIA Partners - Exhibit G New Jersey Business Compliance

Exhibit G New Jersey Business Compliance.pdf

Please complete the OMNIA Partners - Exhibit G New Jersey Business Compliance forms, located on the Attachments tab, and upload the completed documents here.

MRO Addendum

MRO Addendum 1 and 2.pdf

Bid Attributes**1 Oral Communication**

Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

☒ I have read and agree.**2 Scope of Work**

Please download and thoroughly review the Scope of Work, located on the Attachments Tab. Indicate your review and acceptance below.

☒ I have read and agree.**3 Terms and Conditions**

Please download and thoroughly review the Terms and Conditions, located on the Attachments Tab. Indicate your review and acceptance below.

☒ I have read and agree.

4 Products/Pricing - Upload on Response Attachments Tab

Offerors shall provide pricing based on a discount from a manufacturer's price list, or fixed price, or a combination of both with indefinite quantities. Offeror may offer their complete product, and service offering as a balance of line. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, the different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories. The discount proposed shall remain the same throughout the term of the contract and at all renewal options. Price lists must contain the following: (if applicable)

- Manufacturer Part #
- Offeror's Part # (if different from manufacturer part #)
- Description
- Manufacturers Suggested List Price and Net Price
- Net price to Region 4 ESC (including freight)

5 Is pricing available for all products and services?

- ☐ Yes
☒ No

6 Shipping Costs

Describe any shipping and/or delivery charges including the methodology for when said charges will be calculated for (1) orders placed on the Offerors website; (2) orders picked up at the retail store/storefront location; (3) orders delivered by supplier employees.

(1) Lowe's offers standard parcel shipping and free standard shipping for orders totaling \$45 or more - (2) Lowe's does not charge for retail location pickup (3) Lowe's offer Lowe's truck delivery to our customers. Please review the Additional Information Document for Attributes.

7 Warranty Pricing

Provide pricing for warranties on all products and services.

Lowe's Protection Plans are available for purchase on Major Appliances, Grills & Smokers, Outdoor Power Equipment, Power Tools, Heating & Cooling, Small Appliances, Plumbing and Waters Heaters. Please review the Additional Information Document for Attributes.

8 Describe any return or restocking fees.

Lowe's does not charge any fees for returns except special orders product canceled after 72 hours from purchase are subject to a 20 % restocking fee. Please review the Additional Information Document for Attributes.

9 Describe any installation charges and when they are applicable.

Lowe's will do normal hookup of appliances, but no installation will be allowed by a licensed contractor.

10 Discounts or Rebates

Describe any additional discounts, special offers, promotions or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

Lowe's offers Volume Savings Program for order over \$1,500 instore or online. If utilizing a Lowe's Commercial Account or Lowe's Pro Account a 5% discount at point of sale. An annual rebate based on the agencies spend. Please review the Additional Information Document for Attributes.

11 Verification of Contract Pricing

Describe how customers verify they are receiving Contract pricing.

Lowe's will be offering an annual rebate per attribute 10. The customer will receive an 5% discount at point of sale when utilizing a Lowe's Commerical or Lowe's Pro Account.

1 2	<p>Describe invoicing process. Include payment terms and acceptable methods of payment outlining any associated fees pertaining to credit card/p-cards.</p> <p>Lowe's does not charge any fees pertaining to accepting an credit card or P-Cards. Lowe's does offer several credit plans to help assist OMNIA Partners agencies in their purchasing needs. Please review the Additional Information Document for Attributes.</p>
1 3	<p>Frequency of Pricing Updates</p> <p>Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.</p> <p>Lowe's will be offering 5% off retail price when utilizing an Lowe's Commercial Account or Lowe's Pro Supply Account. The Marketbasket pricing will be held for 12 months.</p>
1 4	<p>Describe how future product introductions will be priced and align with Contract pricing proposed.</p> <p>Any future product introductions will be priced a retail price or promotional pricing and will not be added to contract pricing market basket.</p>
1 5	<p>Not to Exceed Pricing</p> <p>Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary structure is not acceptable.</p>
1 6	<p>Proposed category discounts should remain the same for at least a minimum of the first 12 months after the contract award. All pricing must be verifiable and auditable from the date of the contract award.</p>
1 7	<p>Federal Funding Pricing</p> <p>Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may use, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.</p> <p><input checked="" type="checkbox"/> Agree</p> <p><input type="checkbox"/> Disagree</p>
1 8	<p>Appendix D, Exhibit A, OMNIA Partners Response for National Contract</p> <p>Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.</p>
1 9	<p>Appendix D, Exhibit B, OMNIA Partners Administration Agreement</p> <p>The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.</p>
2 0	<p>Appendix D, Exhibits F and G</p> <p>Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.</p>

2 1	<p>Describe how Offeror responds to emergency orders.</p> <p>Lowe's opens the Command Center to serve our customers during their time of need. Please review the Additional Information Document for Attributes.</p>
2 2	<p>What is Offeror's average Fill Rate?</p> <p>95% YTD</p>
2 3	<p>What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.</p> <p>95% YTD</p>
2 4	<p>Describe Offeror's return and restocking policy.</p> <p>Yes, Lowe's has a return and restocking policy. Please visit https://www.lowes.com/l/help/returns-policy for more information and review the Additional Information Document for Attributes for Attribute 8.</p>
2 5	<p>Describe Offeror's ability to meet service and warranty needs.</p> <p>Exceptional Service and if we can't repair it, we'll help you replace it with a new product. Please visit https://www.lowes.com/l/help/lowes-protection-plan to review our plans and services in more detail.</p>
2 6	<p>Describe Offeror's ability to provide on-site and/or online training and education programs/seminars.</p> <p>Lowe's sales team can work with agencies interested in training on an as needed basis either on site or online.</p>
2 7	<p>Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.</p> <p>Lowe's has an dedicated email and hotline to assist our government customers with any issues. Please review the Additional Information Document for Attributes.</p>
2 8	<p>Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.</p> <p>Lowe's does not charge any fees pertaining to accepting an credit card or P-Cards. Lowe's does offer several credit plans to help assist OMNIA Partners agencies in their purchasing needs. Please review the Additional Information Document for Attributes.</p>
2 9	<p>Describe Offeror's contract implementation/customer transition plan.</p> <p>Lowe's will "grandfather" any agencies using the existing contract OMNIA Partners Region ESC 4 to the newly awarded contract with OMNIA Partners. Lowe's team will work with the Sales Teams to make sure they are trained on the newly awarded agreement.</p>
3 0	<p>Describe the financial condition of Offeror.</p> <p>Please visit https://corporate.lowes.com/investors to review our annual report and other investor documentation. Please review the Additional Information Document for Attributes.</p>
3 1	<p>Describe Offeror's ordering capabilities for Participating Public Agencies.</p> <p>Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality including the following features: product lookup, ability to set authorization limits, and ability to download order invoice history reports.</p> <p>Lowe's offer online and ePRO options for your ordering capabilities. The features are product search, ease of use, product inventory view, purchase authorization limits, purchase history, reporting capabilities, etc. Please review the Additional Information Document for Attributes.</p>

3 2	<p>Describe the Offeror's safety record.</p> <p>Lowe's take safety in our stores serious and have several programs in place. Please review the Additional Information Document for Attributes.</p>
3 3	<p>Describe Offeror's green or environmental initiatives or policies.</p> <p>Today, we're proud to share Lowe's 20th annual corporate responsibility report, outlining our approach to sustainability and highlighting our goals, performance and progress to date. Our sustainability strategy focuses on three pillars: Our People & Our Communities, Product Sustainability and Operational Excellence. Please review the Additional Information Document for Attributes.</p>
3 4	<p>Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement.</p> <p>Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.</p> <p>Lowe's recognizes the importance of strengthening our bonds with the diverse communities we serve. Please review the Additional Information Document for Attributes.</p>
3 5	<p>Provide a brief history of the Offeror, including year it was established and corporate office location.</p> <p>Lowes was established in 1946 and is based in Mooresville NC. For nearly 100 years, we've served customers by remembering we do so much more than sell products. Please review the Additional Information Document for Attributes.</p>
3 6	<p>Describe Offeror's reputation in the marketplace.</p> <p>Lowe's has been around for 100 years serving the communities with product and helping during disasters. Please review the Additional Information Document for Attributes under Attribute 18</p>
3 7	<p>Describe Offeror's reputation of products and services in the marketplace.</p> <p>Lowe's offers a wide variety of product in our stores and online to service our customer's needs. Lowe's offers delivery services and Lowe's Pro Protection Warranty Plans to help assistance our customers.</p>
3 8	<p>Describe if distributors/dealers/resellers/subsidiaries/partners ("affiliates") will be used to fulfill the contract. Submit a list of those affiliates authorized to sell under the proposed contract.</p> <p>Where and how does Offeror propose to maintain an authorized affiliate list so it may be accessed by Participating Agencies? How often does the supplier propose to update the affiliate list? Confirm the Offeror reviews the financial health, debarment status and overall general capacity of authorized affiliates. Offerors who use authorized affiliates are responsible for ensuring authorized affiliates are performing in accordance with the contract.</p> <p>Lowe's Pro Supply services our multi-family customers with a full line of product to serve their needs.</p>
3 9	<p>Describe the experience and qualifications of key employees.</p> <p>Lowe's Strategic Account Managers, Sr. Strategic Account Managers and Director of Strategic Accounts have been working with agencies for over 20 years with Lowe's or other agencies. They will help the agency setup an Purchase Account, Lowes.com account and help with quotes when needed.</p>
4 0	<p>Describe Offeror's experience working with the government sector.</p> <p>Lowe's has held several cooperative contracts and have experienced Strategic Account Managers to assist government agencies with their purchasing needs.</p>

4 1	Describe past litigation, bankruptcy, reorganization, state investigations of entity/supplier or current officers and directors. <p>Claims, suits and judgements occur in the normal course of business. Lowe's discloses material legal proceedings in its annual 10K report, the most recent of which may be accessed through the U.S. Securities and Exchange Commission's website at: https://www.sec.gov/edgar.shtml</p>
4 2	References <p>Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.</p> <p>Lowe's has listed our references in Additional Information Document for Attributes.</p>
4 3	Value Add <p>Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.</p> <p>Lowe's offer Tool Rental in some of our stores. Please visit https://www.lowes.com//shop/rental for more information.</p>
4 4	Competitive Range <p>It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range will not receive further award consideration. Region 4 ESC may determine establishing a competitive range is not necessary.</p>
4 5	Past Performance <p>An Offeror's past performance and actions are relevant in determining whether or not the Offeror is likely to provide quality goods and services; the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer may be taken into consideration when evaluating proposals, although not specifically mentioned in the RFP.</p>
4 6	Additional Investigations <p>Region 4 ESC reserves the right to make such additional investigations as it deems necessary to establish the capability of any Offeror.</p>
4 7	Supplier Response <p>Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.</p>
4 8	Brief history and description of Supplier to include experience providing similar products and services. <p>Lowe's has been in business for nearly 100 years working with PRO and Government Agencies to help provide items needed for maintenance, repair and operational needs.</p>
4 9	Total number and location of salespersons employed by Supplier. <p>Lowe's employs over 300,000 associates across our organization to make sure we have the right product and price for your agencies.</p>
5 0	Number and location of support centers (if applicable) and location of corporate office. <p>3 Call Support Centers (Wilkesboro, NC - Albuquerque, NM - Indianapolis, IN and the corporate office in Mooresville, NC</p>

5 1	Annual sales for the three previous fiscal years. <div style="border: 1px solid black; padding: 2px; width: 150px; margin-top: 5px;">\$86377000</div>
5 2	Annual sales for the three previous fiscal years. <div style="border: 1px solid black; padding: 2px; width: 150px; margin-top: 5px;">\$97059000</div>
5 3	Annual sales for the three previous fiscal years. <div style="border: 1px solid black; padding: 2px; width: 150px; margin-top: 5px;">\$96250000</div>
5 4	Indicate if supplier holds any certifications and include proof of such certification. Minority Women Business Enterprise <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5 5	If yes, list certifying agency: <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No response</div>
5 6	Indicate if supplier holds any certifications and include proof of such certification. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5 7	If yes, list certifying agency: <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No response</div>
5 8	Indicate if supplier holds any certifications and include proof of such certification. Historically Underutilized Business (HUB) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5 9	If yes, list certifying agency: <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No response</div>
6 0	Indicate if supplier holds any certifications and include proof of such certification. Historically Underutilized Business Zone Enterprise (HUBZone) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6 1	If yes, list certifying agency: <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No response</div>
6 2	Indicate if supplier holds any certifications and include proof of such certification. Other recognized diversity certificate holder <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

6 3	If yes, list certifying agency: <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No response</div>
6 4	Contractor Relationships List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Lowe's will not be offering any contractor services under this contract.</div>
6 5	Describe how supplier differentiates itself from its competitors. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Our Strategy, Our Business, Executive Leadership, Our People, Our History and Our Communities. Please review the Additional Information Document for Attributes.</div>
6 6	Felony Conviction Notice Indicate if the supplier: <ul style="list-style-type: none"> is a publicly held corporation and this reporting requirement is not applicable; is not owned or operated by anyone who has been convicted of a felony; or is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions. <div style="margin-top: 10px;"> <input checked="" type="checkbox"/> publicly held corp. & reporting is not applicable <input type="checkbox"/> not owned/operated by who has felony conviction <input type="checkbox"/> is owned or operated by an individual(s) who has </div>
6 7	Debarment or suspension actions Describe any debarment or suspension actions taken against supplier. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Lowe's has not had any debarment or suspension actions</div>
6 8	Distribution, Logistics Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Lowe's stores stock tens of thousands of unique products and have thousands more available by Special Order – offering everything customers need to build, beautify and enjoy their homes including appliances, tools, hardware, paint and building materials. Lowe's will meet your supply needs. Please review the Additional Information Document for Attributes.</div>
6 9	Distribution Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Lowe's offers a walk-in solution, On-Line and eProcurement Solutions to help customers with their purchases. Please review the Additional Information Document for Attributes.</div>
7 0	Indicate if Offeror is licensed to do business in all 50 states. <div style="margin-top: 5px;"> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No </div>

7
1

Distribution

Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

A price file will be loaded under their account so they will receive the market basket pricing. When utilizing a Lowe's Commercial Account or Lowe's Pro Supply account the agency will receive an 5% discount at point of sale.

7
2

Logistics

Identify all other companies that will be involved in processing, handling or shipping the products/services to the end user.

Lowe's could parcel ship by UPS, USPS or FEDEX. Lowe's Delivery Team and 3rd Party Delivery Teams.

7
3

Logistics

Provide the number, size and location of Supplier's distribution facilities, warehouses and retail networks as applicable.

Lowe's has over 1,700 stores location in the United States to serve our customer needs. Agencies are able to view Lowe's retail stores/storefront locations by visiting the following website: www.lowes.com/store/ Please review the Additional Information Document for Attributes.

7
4

Marketing and Sales

Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

- Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days.
- Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days.

Please review the Additional Information Document for Attributes.

7
5**90-day Plan**

Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

- Creation and distribution of a co-branded press release to trade publications
- Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days.
- Design, publication and distribution of co-branded marketing materials within first 90 days
- Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
- Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
- Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners

Please review the Additional Information Document for Attributes.

7
6**Transition**

Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Lowe's will "grandfather" any agencies using the existing contract OMNIA Partners Region ESC 4 to the newly award contract with OMNIA Partners. Lowe's hold an NASPO ValuePoint and E&I Cooperative Services Cooperative Contracts.

7
7**Logo**

Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

☒ Yes

☐ No

7
8**Sales**

Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

- Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- Best government pricing
- No cost to participate
- Non-exclusive

☒ Yes☐ No7
9**Training**

Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- Key features of Master Agreement
- Working knowledge of the solicitation process
- Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- Knowledge of benefits of the use of cooperative contracts

☒ Yes☐ No8
0**Responsibility**

Provide the name, title, email and phone number for the person(s), who will be responsible for:

- Executive Support
- Marketing
- Sales
- Sales Support
- Financial Reporting
- Accounts Payable
- Contracts

The key personnel are outlined in the Additional Information Document for Attributes.

8
1**Sales Force**

Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Please review Additional Information for Attributes on page 33 section H

8
2**Implementation**

Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Please review Additional Information for Attributes on page 34 section J

8
3**Program Management**

Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Please review Additional Information for Attributes on page 34 section J

84	Supplier's Customer List	<p>State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.</p> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Please review Additional Information for Attributes on page 34 section L</div>
85	System Capabilities and Limitations	<p>Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.</p> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Lowe's on-line Lowes.com and eProcurement platforms will accept any payment tender such as: P-Cards. Lowe's Commerical Accounts and Lowe's Pro Supply Account.</div>
86	Projected Sales Year One	<p>Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.</p> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">\$120000000</div>
87	Projected Sales Year Two	<p>Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.</p> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">\$125000000</div>
88	Projected Sales Year Three	<p>Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.</p> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">\$130000000</div>
89	Any portion of the response that should not be available on the website should be included on Appendix B Terms & Conditions Acceptance Form.	
90	Provide Offeror's expertise in working with public sector and understanding of the unique technical regulatory requirements.	<div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Our Sales Team will always review any requirements needs with our corporate team to make sure we are always serving our agencies in the best possible way.</div>
91	General Terms and Conditions	
	<p>Respondent agrees to comply with the General Terms and Conditions provided as an attachment to this online bid event. Any deviations to the General Terms and Conditions may be provided using the procedures set forth in the attribute pertaining to deviations.</p> <p><input checked="" type="checkbox"/> I certify compliance with this attribute.</p>	

9
2**Felony Conviction Notification**

State of Texas Legislative Senate Bill No. 1 Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony".

Subsection (b) states "a school district may terminate the agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a), or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract".

Subsection (c) states "this section does not apply to a publicly held corporation".

Use the checkbox associated with this item to identify your status as it relates to this legal requirement.

☐ Non-Felon - person/owner IS NOT a convicted felon

☒ Not Applicable-firm is a publicly held corporation

☐ Felon - person/owner IS a convicted felon

9
3**Name of Felon and Nature of Felony, if applicable**

If response to previous attribute was "Felon - person/owner IS a convicted felon", vendor shall give the name of the felon and details of conviction.

If you did not answer "Felon - person/owner IS a convicted felon" in the previous question, type "N/A" in the respective field.

N/A

9
4**Criminal History Records Review of Certain Contract Employees**

Texas Education Code Chapter §22.0834 requires that criminal history records be obtained regarding covered employees of entities that contract with a school entity in Texas to provide services for that school entity ("Contractors") and entities that contract with school entity contractors ("Subcontractors"). Covered employees with disqualifying criminal histories are prohibited from serving at a school entity. Contractors/Subcontractors contracting with a school entity shall (1) maintain compliance with the requirements of Texas Education Code Chapter 22 to the school entity; and (2) require that each of their subcontractors complies with the requirements of Texas Education Code Chapter 22. Contractors performing work at a school entity in Texas must comply with these statutes.

Covered employees: Employees of a Contractor/Subcontractor who have or will have continuing duties related to the service to be performed at a school entity and have or will have direct contact with students. The school entity will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students at their school.

☒ I certify compliance with this attribute.

9
5**Historically Underutilized Business (HUB) Certification**

Businesses that have been certified by the Texas Building and Procurement Commission (TBPC) or other qualified agency as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this proposal invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Select one of the available options:

OPTION A: My business has NOT been certified as HUB.

OPTION B: I certify that my business has been certified as a Historically Underutilized Business (HUB), and I have/will upload the certification information into the "Response Attachments" Tab located in this online bidding event.

☒ OPTION A

☒ OPTION B

Disclosure of Interested Parties

Texas state law requires the Disclosure of Interested Parties be filed with a public entity, including regional service centers and school districts, for any contract which:

- (1) requires an action or vote by the governing body; or
- (2) has a value of \$1 million or more; or
- (3) for any services provided that would require an individual to register as a lobbyist under TX Gov't Code Chapter 305.

NOTE: This form is not required if the vendor is a publicly-traded business entity, including a wholly-owned subsidiary of the business entity (a company in which ownership is dispersed among the general public via shares of stock which are traded via at least one stock exchange or over-the-counter market).

If you are required by law to submit this form, it must be completed online at the Texas Ethics Commission website. Obtain a numbered certificate and click the link below to access the instructions and to complete this required form. Upon completion, vendors required to submit the form must attach it to the proposal via the "Response Attachments" Tab.

[Click here to complete the form on the Texas Ethic Commission's 1295 Form webpage.](#)

Please note: The District must verify receipt of all required 1295 forms received within 30 days on the Texas Ethics Commission website. This verification does not indicate a contract award. Contract awards will be issued via direct communication from the AISD Purchasing Department. A contract requiring a Disclosure of Interested Parties form is voidable at any time if:

- (1) the governmental entity or state agency submits to the business entity written notice of the business entity's failure to provide the required disclosure; and
- (2) the business entity fails to submit to the governmental entity or state agency the required disclosure on or before the 10th business day after the date the business entity receives the written notice.

IF UNDER LAW YOU ARE EXEMPT FROM SUBMITTING THIS 1295 FORM, PROPOSERS MUST SUBMIT A DOCUMENT THAT SHOWS PROOF OF THIS EXEMPTION.

ENTITY TYPES THAT ARE EXEMPT AND SHOULD ATTACH THIS PROOF ARE LISTED IN STATUE AS:

- a sponsored research contract of an institution of higher education;
- an interagency contract of a state agency or an institution of higher education;
- a contract related to health and human services if:
- the value of the contract cannot be determined at the time the contract is executed; and
- any qualified vendor is eligible for the contract;
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.

☒ I certify compliance with this attribute.

Conflict of Interest Questionnaire

Region 4 Education Service Center (Region 4) is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with Region 4 or who seeks to do business with Region 4 must fill out the new Conflict of Interest Questionnaire (CIQ) if a conflict of interest exists. A conflict of interest exists in the following situations:

- 1) If the vendor has an employment or other business relationship with a local government officer of Region 4 or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
- 2) If the vendor has given a local government officer of Region 4, or a family member of the officer, one or more gifts with the aggregate value of \$100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
- 3) If the vendor has a family relationship with a local government officer of Region 4.

"Vendor" means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. Texas Local Government Code 176.001(7).

"Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. Texas Local Government Code 176.001(3).

"Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. Texas Local Government Code 176.001(2-a).

"Local government officer" means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. Texas Local Government Code 176.001(4).

Individuals serving as a Member of the Board of Directors, the Executive Director, Cabinet Members, and other local government officers may be found at: <https://www.esc4.net/about/about-region-4>.

For additional information on Conflict of Interest Questionnaire, and the statutes that mandate it, please visit the following links:

[Texas Local Government Code, Section 176](#)

[Texas House Bill 23](#)

A blank Conflict of Interest Questionnaire is available by clicking:

<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>.

If your firm is required to return a completed Conflict of Interest Questionnaire with your proposal submission, use the "Response Attachments" Tab to upload the completed document.

☒ I certify compliance with this attribute.

9
8**Entities that Boycott Israel**

Pursuant to Chapter 2271 of the Texas Government Code, the Respondent hereby certifies and verifies that neither the Respondent, nor any affiliate, subsidiary, or parent company of the Respondent, if any (the "Respondent Companies"), boycotts Israel, and the Respondent agrees that the Respondent and Respondent Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) Respondent is not a sole proprietorship; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of \$100,000 or more wholly or partially from public funds of the governmental entity.

☒ I certify compliance with this attribute.

9
9**Foreign Terrorist Organizations**

Section 2252.152 of the Texas Government Code prohibits Region 4 ESC from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Respondent certifies that it not ineligible to receive the contract.

☒ I certify compliance with this attribute.

1
0
0**Firearm Entities and Trade Associations Discrimination**

Respondent verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

APPLICABILITY: This clause applies only to a contract that: (1) is between a governmental entity and a company with at least 10 full-time employees; and (2) has a value of at least \$100,000 that is paid wholly or partly from public funds of the governmental entity.

EXCEPTIONS: This clause is not required when a state Agency: (1) contracts with a sole-source provider; or (2) does not receive any bids from a company that is able to provide the written verification required by Section 2274.002(b) of the Texas Government Code.

☒ I certify compliance with this attribute.

1
0
1**Energy Company Boycott Prohibited**

Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) a "company" within the definitions of Section 2274.001(2) of the Tex. Gov't Code; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of \$100,000 or more wholly or partially from public funds of the governmental entity.

☒ I certify compliance with this attribute.

1
0
2**Critical Infrastructure Affirmation**

Pursuant to Government Code Section 2274.0102, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

EXCEPTION: Clause only applies to solicitations and contracts in which the contractor would be granted direct or remote access to or control of critical infrastructure, as defined by Section 2274.0101 of the Texas Government Code, in this state, other than access specifically allowed for product warranty and support purposes.

The Governor of the State of Texas may designate countries as a threat to critical infrastructure under Section 2274.0103 of the Texas Government Code. Agencies should promptly add any country that is designated by the Governor to this clause."

☒ I certify compliance with this attribute.

Open Records Policy

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

OPTION A: We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

OPTION B: We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act and these requested exemptions are uploaded into the "Response Attachments" Tab located in this online bidding event.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

☒ **OPTION A** - No proprietary information

☐ **OPTION B** - Proprietary information marked

Consent to Release Proposal Tabulation

Notwithstanding anything explicitly and properly declared as Confidential or Proprietary Information to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the District may publicly release, including posting on the public Region 4 ESC and/or OMNIA Partners website(s), a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), unit price(s), hourly labor rate(s), or other specified pricing; and Vendor award notice information.

☒ I certify compliance with this attribute.

105

Contracting Information

If Vendor is not a governmental body and

- (a) this Agreement has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by REGION 4 ESC; or
- (b) this Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by REGION 4 ESC in a fiscal year of REGION 4 ESC, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is

- (1) related to the purchase or underwriting of a public security;
- (2) is or may be used as collateral on a loan; or
- (3) proceeds from which are used to pay debt service of a public security of loan):

"The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to

- (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to REGION 4 ESC for the duration of the Agreement;
- (2) promptly provide to REGION 4 ESC any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of REGION 4 ESC; and
- (3) on completion of the Agreement, either
 - (a) provide at no cost to AISD all contracting information related to the Agreement that is in the custody or possession of Vendor, or
 - (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to REGION 4 ESC.

☒ I certify compliance with this attribute.

106

Anti-Trust Certification Statement

Vendor affirms under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

☒ I certify compliance with this attribute.

107

Federal Rule (A) - Contract Term Violations

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR §200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended by Region 4 ESC, Region 4 ESC reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

☒ I certify compliance with this attribute.

Federal Rule (B) - Termination Conditions

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when federal funds are expended by REGION 4 ESC, REGION 4 ESC reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation; (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or REGION 4 ESC. REGION 4 ESC also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if REGION 4 ESC believes, in its sole discretion that it is in the best interest of REGION 4 ESC to do so. The vendor will be compensated for work performed and accepted and goods accepted by REGION 4 ESC as of the termination date if the contract is terminated for convenience of REGION 4 ESC. Any award under this procurement process is not exclusive and REGION 4 ESC reserves the right to purchase goods and services from other vendors when it is in the best interest of REGION 4 ESC.

☒ I certify compliance with this attribute.

Federal Rule (C) - Equal Employment Opportunity

(C) Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

It is the policy of REGION 4 ESC not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or disabling conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Pursuant to Federal Rule (C) and the requirements stated above, when federal funds are expended by REGION 4 ESC on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

☒ I certify compliance with this attribute.

1
1
0**Federal Rule (D) - Davis Bacon Act/Copeland Act**

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by REGION4 ESC, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

☒ I certify compliance with this attribute.

1
1
1**Federal Rule (E) - Contract Work Hours and Safety Standards Act**

(E) (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

☒ I certify compliance with this attribute.

1
1
2**Federal Rule (F) - Rights to Inventions Made Under a Contract or Agreement**

(F) If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

☒ I certify compliance with this attribute.

1
1
3**Federal Rule (G) - Clean Air Act/Federal Water Pollution Control Act**

(G) The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Pursuant to Federal Rule (G) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

☒ I certify compliance with this attribute.

1
1
4**Federal Rule (H) - Debarment and Suspension**

(H) (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to REGION 4 ESC if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. REGION 4 ESC may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless REGION 4 ESC knows the certification is erroneous.

☒ I certify compliance with this attribute.

Federal Rule (I) - Byrd Anti-Lobbying Amendment

(I) (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term and after the awarded term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

☒ I certify compliance with this attribute.

Federal Rule (J) - Procurement of Recovered Materials

(J) When federal funds are expended by REGION 4 ESC, REGION 4 ESC and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (J) above, when federal funds are expended REGION 4 ESC, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

☒ I certify compliance with this attribute.

1
1
7**Federal Rule (K) - Prohibition on certain Telecom and Surveillance Service and Equipment**

(K) ALIEF ISD, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

The Respondent certifies that it will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.

☒ I certify compliance with this attribute.

1
1
8**Federal Rule (L) - Buy American Provisions**

(L) As appropriate and to the extent consistent with law, REGION 4 ESC has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, including but not limited to iron, aluminum, steel, cement, and other manufactured products, when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. Purchases that are made with non-federal funds or grants are excluded from the Buy American Act.

Vendor certifies that it is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

☒ I certify compliance with this attribute.

1
1
9**Federal Rule - Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds**

When federal funds are expended by REGION 4 ESC, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

☒ I certify compliance with this attribute.

1
2
0**Federal Rule - Federal Record Retention**

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.334 for a period of five (5) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Vendor agrees that REGION 4 ESC, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract.

☒ I certify compliance with this attribute.

1
2
1**Federal Rule - Profit Negotiation**

For purchases using Federal funds in excess of \$250,000, REGION 4 ESC may be required to negotiate profit as a separate element of the price. (See 2 CFR 200.324(b)).

When required by REGION 4 ESC, Vendor agrees to provide information relating to profitability of the given transaction and itemize the profit margin as a separate element of the price.

☒ I certify compliance with this attribute.

1
2
2**Federal Rule - Solid Waste Disposal Act**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceed \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014.)

Pursuant to this federal rule, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of all contracts resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in this paragraph.

☒ I certify compliance with this attribute.

1
2
3

Federal Rule - Never Contract with the Enemy – 2 C.F.R. § 200.215

When federal funds are expended by REGION 4 ESC for grant and cooperative agreements, or any contract resulting from this procurement process, that are expected to exceed \$50,000 within the period of performance, and are performed outside of the United States, including U.S. territories, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, REGION 4 ESC will terminate any grant or cooperative agreement or contract resulting from this procurement process as a violation of Never Contract with the Enemy detailed in 2 CFR Part 183.

The vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any grant or cooperative agreement terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. AISD has a responsibility to ensure no Federal award funds are provided directly or indirectly to the enemy, to terminate subawards in violation of Never Contract with the Enemy, and to allow the Federal Government access to records to ensure that no Federal award funds are provided to the enemy.

☒ I certify compliance with this attribute.

1
2
4

Applicability to Subcontractors

Vendor agrees that all contracts it awards pursuant to this procurement action shall be bound by the terms and conditions of this procurement action.

☒ I certify compliance with this attribute.

1
2
5

Compliance with the Energy Policy and Conservation Act

When REGION 4 ESC expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

☒ I certify compliance with this attribute.

1
2
6**Indemnification****Acts or Omissions**

Vendor shall indemnify and hold harmless Region 4, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract.

Infringements

a) Vendor shall indemnify and hold harmless Region 4 and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense; (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity

a) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR REGION 4 SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

b) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, REGION 4 AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT, VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

☒ I certify compliance with this attribute.

1
2
7**Excess Obligations Prohibited**

Proposer understands that all obligations of Region 4 ESC under the contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the contract may be terminated by Region 4 ESC.

☒ I certify compliance with this attribute.

1
2
8**Suspension and Debarment**

Respondent certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the contract by any state or federal agency.

☒ I certify compliance with this attribute.

Change in Law and Compliance with Laws

Proposer shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the contract to the Region 4 ESC, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the contract. Region 4 ESC reserves the right, in its sole discretion, to unilaterally amend the contract prior to award and throughout the term of the contract to incorporate any modifications necessary for compliance with all applicable state and federal laws, regulations, requirements and guidelines.

☒ I certify compliance with this attribute.



Additional Information for Attributes

Attribute 6 – Shipping Costs

Please visit <https://www.lowes.com/l/help/shipping-delivery> for more information:

(1) Orders placed on the Offerors Website:

Standard Parcel Shipping

Standard: Delivery in one to seven business days.

Large & Bulky Item Shipping

Please allow seven to ten business days for delivery. Packages with one side longer than 105 inches, weight more than 150 pounds, or length, width, and height more than a total of 162 inches must be shipped using this method. If your item(s) are too large or heavy to ship via standard parcel shipping, we'll deliver them to the nearest main entrance of your home (or as close as possible for gated homes).

Processing Times

Processing times vary, based on the location of the distribution center where the item originates. Get the most accurate delivery estimate after putting the item in your cart.

FREE Standard Shipping Applies To:

- Orders totaling \$45 or more before taxes, fees or shipping charges.
- Orders with items weighing less than 150 pounds (or 70 pounds for PO boxes and APO/FPO addresses) that meet standard weight or cube requirements.
- Orders shipping to a single address.



(2) Orders picked up at the retail store/storefront location:

Lowe's does not charge for orders picked up at our store locations. Please view the different ways to pickup merchandise at our over 1,700 Lowe's locations.



Take advantage of faster and easier pickup.

Our simple check-in process notifies our associates so that you get your order as fast as possible.



Curbside



In Store



Locker

How It Works

1 Order

Buy online and choose **Free Pickup** and your preferred method of communication. You'll receive an update as soon as your order is ready.

2 Head to the Store

Before you head to the store, select **Check in** on your notification, then select **I'm on my way**. We'll have your order ready and waiting for you.

3 Pick Up

- In Store: Follow the store signs to your pickup zone and select **I'm here** to check in.
- Curbside: Park in the designated curbside area and select **I'm here** on your mobile device, and you'll get your order shortly.
- Locker: Follow the store signs to the locker and use your email or phone to scan your locker barcode.



(3) Orders delivered by supplier employees:





Scheduling & Delivery

1. In your shopping cart, choose a truck delivery option.
2. Use a saved address or enter a new delivery address. Also provide any delivery instructions (access codes, dock instructions, etc.).
3. Under Delivery Details at checkout, schedule your delivery date and time. Your delivery details will be included in your confirmation email.

Sheetrock Delivery Labor

Used when sheetrock is hand-carried to specific locations within the jobsite. The recommended charge is \$2 per sheet. In select stores, the Drywall Boom and Scatter program is offered to allow a vendor to deliver drywall to rooftops and other locations on the jobsite.


Shingle Delivery Labor

Used when shingles are hand-carried to specific locations (garage, second floor of a dwelling, etc.). The recommended charge is \$1 per bundle. There aren't any additional charges if the load is placed at the jobsite.

Ask About Lowe's \$20 Truck Delivery* Pricing

when you use your Lowe's Business Credit Card for deliveries.

*Must use a Lowe's Business Card. \$20 discounted delivery applies to Lowe's standard truck delivery only and is available to any jobsite or business within each store's standard service area. Valid in store at Lowe's or Lowe's.com only. Discounted delivery fee cannot be combined with 5% off everyday credit offer or any other discount offer.



We have the appliance selection, delivery options and services you need to make getting your new appliances easy. Haul away is an additional purchase. For Pros, haul away is included with product purchase only. Just add haul away at checkout.



Attribute 7 – Warranty Pricing

Please visit <https://www.lowes.com/l/help/lowes-protection-plan> and click on the product icon to review the pricing. The cost is based on the price of the product and the number of years plan you purchase.

Lowe's Protection Plans



We Stand by Our Plans

Our plans stand up to the unexpected — the unforeseen. And when you break it down, it's a small price to pay for total peace of mind, especially when our plans pay you back.



Replacement Promise

Have a problem with your product that can't be fixed? We'll help replace it.



Parts and Labor

Covers the cost of parts and labor due to normal wear and tear after the manufacturer's warranty ends.



Power Surge Protection

Covers the cost of parts and labor in the event of a power surge.



Fix It or Replace It

Lemon or no lemon — If it needs four repairs, even for different defects, we'll help replace it.

Eligible for Protection



Major Appliances



Grills & Smokers



Outdoor Power Equipment



Power Tools



Heating & Cooling



Small Appliances



Plumbing



Water Heaters



Attribute 8 – Return and Restocking Fees:

Please visit <https://www.lowes.com/l/help/returns-policy> for more information.

Return It in Store or Ship It Back for online orders.

1. Check the order details for your item's [return eligibility](#).
2. [Start a return online](#) to get an in-store return barcode or, for eligible items, a FedEx return label.
3. With your product and return barcode or receipt, make your way to the customer service desk at [your local Lowe's store](#) or, if you're shipping your return, to a FedEx drop-off location.

Return Policy

Lowe's is committed to partnering with you to achieve your home improvement goals.

If you're not completely satisfied with your Lowe's purchase, simply return the merchandise to any Lowe's store in the US.

Most new, unused merchandise can be refunded or exchanged with receipt within 90 days of the original purchase date, unless noted in our [Return Policy Exceptions](#). If your purchase was made with a Lowe's Commercial Account (LCA), Lowe's Business Advantage (LBA), MyLowe's Rewards Credit Card, Lowe's Business Rewards (LBR), or Lowe's PreLoad Plus Mastercard® you have 365 days from the date of purchase to return the product, unless noted in our Return Policy Exceptions. All returns are subject to system approvals.

Returns with a valid proof of purchase will be exchanged or refunded to the original method of payment, except as set forth by the following:

Purchases made with:

- Lowe's Gift Card, refund card, merchandise card or in-store credit, or through a Lowe's branded storefront on a third-party marketplace will be refunded as in-store credit.
- Check will be refunded as in-store credit if within 3 days of purchase; if after 3 days, purchases may be refunded in cash or in-store credit as determined by refund verification systems. No refund will be provided if you have an outstanding bad check with Lowe's as determined by check verification systems.
- Lowe's Pay are credited back to the financing institution, which will handle the refund process with you directly. Purchases made with Lowe's Pay cannot be refunded to cash and/or in-store credit and do not qualify for Lowe's credit card Return Policy extensions.
- MyLowe's Money™ will be refunded to the digital wallet.



Special Order Configured Products Restocking Fee

Special Order configured products returned or canceled after 72 hours from purchase are subject to a 20% restocking fee. Must be returned to the store where the product was purchased. The restocking fee will be taxed in select states. This restocking fee applies to installed sales unless otherwise provided in your installation contract or right to cancel.

Attribute 10 – Discounts or Rebates:

Lowe's will offer the following to all agencies purchasing under the OMNIA Partners Purchasing Cooperative Agreement:

- 5% off everyday when utilizing an Lowe's Commerical Account or Lowe's Pro Account
- Annual Rebate when qualifying purchases reach:

Calendar Year Qualifying Purchase Amount Tier	\$10,000.00 – \$24,999.99	\$25,000.00 – \$49,999.99	\$50,000.00 plus
Strategic Account Rebate	2% on Qualifying Purchases	4% on Qualifying Purchases	7% on Qualifying Purchases
Illustration	If Customer made \$55,000.00 of Qualifying Purchases with Lowe's in a calendar year, Customer would qualify for a 7% Strategic Account Rebate which is equal to \$3,850 (i.e. $7\% * \$55,000.00 = \$3,850$).		

- Qualifying Purchases are purchases made in a Lowe's store, or Lowes.com, or with LPS, less any taxes, fees and returns. Qualifying Purchases exclude gift cards. As to Lowe's, Qualifying Purchases will only be tracked and eligible for Rebate if (1) Customer has completed the Lowes.com registration requirements, and (2) Customer utilizes an acceptable form of tender that Customer has registered under Customer's specific profile on the Lowes.com website It is the sole responsibility of the Customer to register and maintain ALL forms of tender (credit and debit cards).
- Products and services that are eligible to count towards Qualifying Purchases are subject to change from time to time at the discretion of Lowe's and LPS.
- Qualifying Purchases are for a calendar year starting January 1st and ending December 31st.
- Annual Rebates will be paid by Lowe's on or before March 1st for the preceding calendar year.



Lowe's offers Paint Rewards to all PRO customers.

- 10% reward for every eligible dollar above \$1,000 up to \$2,999
- 15% reward for every eligible dollar above \$3,000 up to \$4,999
- 20% reward for every eligible dollar above \$5,000
 - Please visit www.lowes.com/terms . Subject to change.
- Government customer must opt in to be eligible for the rewards on Lowes.com

Volume Savings Program through www.lowes.com on orders of \$1,500 or more and can see the savings in the Order Summary Section. Please visit [Online Order Quoting \(lowes.com\)](http://www.lowes.com/online-order-quoting) for more information.

Attribute 12 – Describe invoicing process. Include payment terms and acceptable methods of payment outlining any associated fees pertaining to credit card/p-cards.

Lowe's Credit Plans:

Lowe's is committed to offering OMNIA Partners Participating Agencies the easiest, most convenient business credit program anywhere. Our business credit offers easy-to read itemized billing, secure online account management, customized account setup, employee spending control and a dedicated account representative.

Lowe's offers business credit programs for our Pro business customers: Lowe's Commercial Account (LCA), and Lowe's Pro Supply (LPS). The terms and conditions are pre-established and will be between the OMNIA Partners Participating Agencies who chooses to open an account with either Synchrony Bank or Lowe's Pro Supply.

Please visit <https://www.lowes.com/l/Credit> to learn more about the credit programs.

Lowe's does accept major credit cards as a form of tender on Lowes.com or in any Lowe's store. Lowe's does require a form of tender when presenting a purchase order at time of purchase.



LOWE'S PRO

Want the Flexibility to Pay
and Earn Rewards?



Lowe's Business Rewards Card

- Use at Lowe's and everywhere American Express cards are accepted.
- Earn cash back for every eligible purchase made on the card.⁴
- Earn 5% cash back on purchases at Lowe's for the first 6 months. 2% cash back after. New accounts only.⁵
- Approved card accounts are automatically saved to your Lowe's Pro Business Account Wallet to make it even easier to earn.⁶

⁴*Cash back is received in the form of Lowe's Business Rewards points that can be redeemed for statement credits or select gift cards.

\$0 Annual Fee

Want to Pay in Full With
Extended Bimonthly Terms?



Lowe's Commercial Account

- Save 5% instantly in store and on Lowes.com with eligible purchases.
- Includes itemized transactions, SKU-level details, PO/job name and authorized buyer information.
- Includes billing upon delivery.
- Opt in for invoice PDFs delivered by email plus Net Payment Terms.
- Approved accounts are automatically saved to your MVPs Pro Wallet for even more ways to earn.⁷

Plus Extended Terms^{***}

Receive two billing cycles to pay for new purchases.

Want to Prepay and
Control Spending?



PreLoad Plus MastercardTM

- No credit check⁸ and no monthly fees.
- Shop at Lowe's and anywhere Mastercard[®] is accepted.
- Automatic rebates on fuel, dining and travel through Mastercard[®] Easy SavingsTM.
- Immediate funding available from your business checking account.



NEED A LOWE'S PRO SUPPLY ACCOUNT?

Get started now and click the link below to access the Online Application. There are two applications available:

- Government
- Non-government

[Click To Apply](#)

[Request Account Increase](#)

[Account Self-Service Tips](#)

[Terms & Conditions](#)



**For additional questions, contact
Account Services at 866-630-6747**

At time of purchase, the agency making the purchase will receive an receipt with retail, promotional or volume savings program pricing depending on, if they walk in store or make the purchase on Lowes.com.



Fast and Easy Ordering

Order in person with your dedicated representative, on the phone, on your desktop, or on mobile. No matter where you are or what you're doing, ordering with Lowe's Pro Supply is lightning-fast and ultra-easy.



Extensive Assortment

With fully stocked MRO warehouses in 29 national markets and more supplies available from over 1,700 Lowe's stores, we have more of what you need. We have job-lot quantities of hard to find items, and a 98.6% fill rate, meaning you don't have to wait for "the shipment to get in" to get your job done.



At Your Service

Our dedicated account representatives visit your location in person, getting to understand your unique renovation and maintenance needs. Free renovation planning service, in-unit delivery, and complimentary takeoff service, are just a few ways we go the extra mile for our clients.

At time of purchase, the agency making the purchase will receive an receipt with retail, promotional or volume savings program pricing depending on, if they walk in store or make the purchase on Lowes.com.



Attribute 18 – Appendix D, Exhibit A, OMNIA Partners Response for National Contract.

Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

3.1 Company

A. Brief History and Description of Supplier:

Founded in 1946 and based in Mooresville, NC., Lowe's supports the communities it serves through programs focused on creating safe, affordable housing and helping to develop the next generation of skilled trade experts.

For nearly 100 years, we've served customers by remembering we do so much more than sell products. Lowe's stock tens of thousands of unique products and have thousands more available by Special Order. We help people achieve the dreams they have for their homes and communities. From our humble small-town hardware beginnings to a FORTUNE® 100 company, that commitment to the bigger picture has never wavered.

As a purpose-driven company, The Lowe's mission is "together, deliver the right home improvement products, with the best service and value, across every channel and community we serve," and for us to achieve our mission.

Lowe's 20th annual corporate responsibility report, outlining our approach to sustainability and highlighting our goals, performance and progress to date. Our sustainability strategy focuses on three pillars: Our People & Our Communities, Product Sustainability and Operational Excellence. Lowe's is an active member of the Retail Industry Leaders Association (RILA), Business Roundtable and the National Retail Federation (NRF). We also collaborate with the (GC3), World Wildlife Fund (WWF) and the United States EPA's SmartWay, ENERGY STAR® and WaterSense® programs.

Members of Lowe's executive leadership team and the board of the Lowe's Foundation, an independent 501(c)(3), review and approve community grants for the Lowe's Hometowns and Lowe's Foundation programs, respectively. Nonprofit partnerships are also reviewed and approved by members of Lowe's executive leadership team.

Lowe's supports communities in a variety of ways, including financial grants, product donations, associate volunteerism and partnerships with nonprofits. Our approach includes engaging locally and listening and responding to communities in the ways that are needed most, such as preparing them for natural disasters and helping them recover. We have a special focus on our nation's veterans and active military community, first responders and under-resourced communities. The Lowe's



Foundation, an independent 501(c)(3), is focused on closing the skilled trades labor gap through the delivery of the Gable Grants program.

Education is at the heart of Lowe's call to improve the communities we serve. By helping schools and students in need, we're investing in the long-term success of our communities. We believe education is the cornerstone to building stronger and more sustainable communities and Lowe's is committed to providing the resources our schools and children need to succeed.

Please take time to review 2022 Corporate Responsibility Report at [2022 Corporate Responsibility Report \(lowes.com\)](https://www.lowes.com/corporate-responsibility-report)

Lowe's offers a similar agreement to educational agencies with an annual rebate and Lowes.com Volume Saving Program.

B. Total number and location of sales persons employed by Supplier:

Whether it's in one of our stores, through our contact and distribution centers or directly in a customer's home or at a job site, together our 300,000 employees help to provide the competitive advantage that sets Lowe's apart. Their belief in always giving their best and responding to the needs of customers, business partners and each other allows them to touch people's lives in a positive way.

The power of all of our employees united in a single purpose is a driving force for our company's success – success not measured in numbers alone but also by our collective ability to help people love where they live. Lowe's success is driven by the power of 300,000 employees united in a single purpose.

Agencies are able to view Lowe's retail stores/storefront locations by visiting the following website: <https://www.lowes.com/store/>

Lowe's Strategic Account Managers for Government:

Lindsey Omohundro, Director Strategic Accounts
Michelle Halversson, Sr. Strategic Accounts Manager
Ron Manning, Strategic Account Manager, North
Jason Finch, Strategic Account Manager, South
Gary Turnage, Strategic Account Manager, West
Lisa Minton, Pro Compliance Manager

Lowe's has around 300 Pro Sales Managers in the field along with 80 Outside Sales Representatives to help support the OMNIA Partners Contract.



c. Number and location of support centers and location of corporate office:

Lowe's has over 1,700 locations across the United States to serve our customers needs.

Agencies are able to view Lowe's retail stores/storefront locations by visiting the following website:
<https://www.lowes.com/store/>

Lowe's corporate office is located at: 1000 Lowe's Blvd, Mooresville, NC 28117

d. Annual Sales for the three previous fiscal years:

2023 – \$86,377M
2022 – \$97,059M
2021 – \$96,250M

To review our Annual Reports, please visit [Corporate Responsibility Reports & Policies | Lowe's Corporate \(lowes.com\)](#)

FEIN: 56-0748358
D&B: 018810275

e. Describe any green or environmental initiatives or policies:

Our mission – together, deliver the right home improvement products, with the best service and value, across every channel and community we serve – guides us and is carried out by our sustainability strategy and vision statements.

Today, we're proud to share Lowe's 20th annual corporate responsibility report, outlining our approach to sustainability and highlighting our goals, performance and progress to date. Our sustainability strategy focuses on three pillars: Our People & Our Communities, Product Sustainability and Operational Excellence.



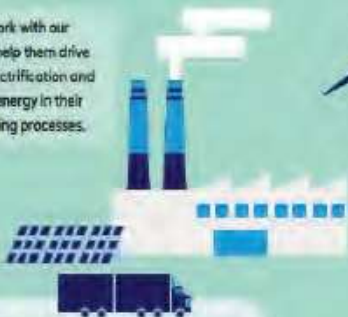
OUR PEOPLE & OUR COMMUNITIES							
Topic	Why It's Important	Key Stakeholders					
		Associates	Suppliers	Customers	Planet	Communities	Shareholders
Workplace Safety	Strong safety practices protect our people while reducing claims and loss productivity.	✓		✓			✓
Organizational Culture & Management	Creating a strong sense of belonging within our operations drives engagement and helps associates better serve our customers and communities.	✓		✓		✓	✓
Diverse & Inclusive Workplace	Increased diversity drives better ideas, positive business results and a greater connection with the communities we serve.	✓	✓	✓		✓	✓
Associates Health & Well-being	Engaged and healthy associates are more productive, work less sick, provide better service and have longer tenure with the company.	✓				✓	✓
Talent Acquisition, Development & Retention	Our associates are our greatest strength, and strong associate development programs help us attract and retain the best talent in the industry.	✓		✓		✓	✓
Community Engagement & Support	Strong, vibrant communities help us attract new talent, sustain our business and provide great places for our associates and their families to live.	✓				✓	✓
OPERATIONAL EXCELLENCE							
Topic	Why It's Important	Key Stakeholders					
		Associates	Suppliers	Customers	Planet	Communities	Shareholders
Climate Change, Energy & Emissions	Investing in energy efficiency and renewable energy lowers operating costs while protecting the environment for future generations.	✓	✓	✓	✓	✓	✓
Waste Management	Reducing operational waste decreases costs and reduces the environmental impact of our operations.	✓	✓	✓	✓	✓	✓
Governance	Effective governance delivers better business results and improves public reputation.	✓	✓	✓			✓
Ethics	Operating ethically is the foundation of being a responsible business and a good corporate citizen.	✓	✓	✓		✓	✓
Compliance	Promoting compliance throughout the business builds brand trust and customer loyalty.	✓	✓	✓			✓
Cybersecurity & Data Privacy	Strong data security and privacy practices prevent financial and reputational loss for customers, associates and our company.	✓	✓	✓			✓
Business Resilience	Preparing for the unknown reduces risks and promotes stakeholder confidence.	✓	✓	✓		✓	✓
PRODUCT SUSTAINABILITY							
Topic	Why It's Important	Key Stakeholders					
		Associates	Suppliers	Customers	Planet	Communities	Shareholders
Supplier Social & Environmental Practices	Protecting workers and communities where our products are sourced and manufactured upholds our responsible sourcing commitments.	✓	✓	✓	✓	✓	✓
Natural Resources	Promoting supply chain continuity while improving the environment for future generations is paramount to our business practices.	✓	✓	✓	✓	✓	✓
Product Responsibility	Providing safe and environmentally friendly products helps us drive more sustainable outcomes in our customers' homes.	✓	✓	✓	✓	✓	✓

OUR PATH TO NET ZERO

Lowe's has committed to reaching net-zero emissions by 2050. The new target will include interim and long-term GHG emissions reduction goals for Lowe's full value chain, including scopes 1, 2 and 3. You can find more detailed information about our footprint on [page 47](#).

SUPPLIERS

We will work with our suppliers to help them drive efficiency, electrification and renewable energy in their manufacturing processes.



We will partner with our transportation providers to move our products in cleaner and more efficient ways.



Using recycled and renewable materials in our products will reduce their environmental impact while promoting circularity.



OPERATIONS

Investing in energy efficiency and electrification projects will help us lower operating costs while reducing our emissions.



Investments in renewable energy will help to eliminate emissions from our operational energy use.

CUSTOMERS

By expanding our assortment of eco-friendly products, such as rooftop solar and battery storage, we will help our customers reduce their emissions at home.



We will continue to drive for greater efficiency in the products we sell by using certifications such as ENERGY STAR® and WaterSense®.

We will continue the transition from gas-powered to electric products across our portfolio.

United Nations Sustainable Development Goals



The U.N. Sustainable Development Goals (SDGs) represent a global call to action to create a sustainable, equitable and just world. The *2030 Agenda* for Sustainable Development provides a shared blueprint for peace and prosperity for people and the planet, now and into the future. Although directed at governments, the private sector and civil society have important roles to play in accomplishing these goals. Lowe's has identified five SDGs and six associated targets where we believe we can make the most impact.

U.N. SUSTAINABLE DEVELOPMENT GOALS AND TARGETS	HOW WE PLAN TO CONTRIBUTE
GOAL 7 Ensure access to affordable, reliable, sustainable and modern energy for all Target 7.2 By 2030, increase substantially the share of renewable energy in the global energy mix	→ Goal to achieve 50% renewable energy for Lowe's facilities by 2031 → Currently, 9% of our energy portfolio comes from renewable energy
GOAL 8 Promote sustained, inclusive and sustainable economic growth, full and productive employment and decent work for all Target 8.8 Protect labor rights and promote safe and secure working environments for all workers, including migrant workers, in particular women migrants, and those in precarious employment	→ Continue to monitor and update our Vendor Code of Conduct, including our zero-tolerance policies on modern slavery, forced labor, human trafficking and child labor → Continue to perform Social Impact Screening Assessments (SISAs) in supplier factories (SISAs performed in 2022)
GOAL 11 Make cities and human settlements inclusive, safe, resilient and sustainable Target 11.3 By 2030, ensure access for all to adequate, safe and affordable housing and basic services and upgrade slums	→ Serve our communities through a focus on U.S. home repair, skilled trades education, disaster relief efforts and improving community spaces → In 2022, Lowe's invested more than \$9 million in the communities we serve
GOAL 12 Ensure sustainable consumption and production patterns Target 12.2 By 2030, achieve the sustainable management and efficient use of natural resources	→ Goal to save our customers \$60 billion in energy costs and \$45 billion in water costs in lifetime savings by 2025 through the sale of ENERGY STAR® certified and WaterSense® labeled products → We helped our customers save \$6.6 billion in energy costs and \$3.4 billion in water costs through the sale of efficient products in 2022
Target 12.4 Achieve the environmentally sound management of chemicals and all wastes throughout their life cycle, in accordance with agreed international instruments, and significantly reduce their release to air, water and soil in order to safeguard their safe use and protect human health and the environment	→ Continue to evaluate opportunities to remove chemicals of concern from products offered → All of our live goods suppliers have discontinued the intentional use of neonicotinoids in their operations unless required by law
GOAL 15 Protect, restore and promote sustainable use of terrestrial ecosystems, sustainably manage forests, combat desertification, and halt and reverse land degradation and halt biodiversity loss Target 15.2 Promote the implementation of sustainable management of all types of forests, halt deforestation, restore degraded forests and substantially increase afforestation and reforestation globally	→ Goal to responsibly source 100% of wood products by 2025 → 85% of our wood products in the United States were responsibly sourced in 2022

2022 Corporate Responsibility Highlights

OUR PEOPLE & OUR COMMUNITIES

BOARD & EXECUTIVE OFFICER DIVERSITY

58%

of our board members are diverse, with 62% identifying as people of color and 33% identifying as women.

50%

of our executive officers are diverse, with 50% identifying as people of color and 25% identifying as women.



\$100 Million

Announced Lowe's HomeTowne's a five-year, \$100 million commitment to improving hometowns across the United States.

\$400+ Million

We have invested over \$400 million in our local communities since 2016, surpassing our goal to invest \$350 million by 2025.

\$580+ Million

awarded in bonuses to our U.S. frontline associates in 2022.

PRODUCT SUSTAINABILITY

\$10+ Billion

customer lifetime savings from Lowe's WaterSense® products purchased in 2022, saving over 900 billion gallons of water.



\$6+ Billion

customer lifetime savings from Lowe's ENERGY STAR® products purchased in 2022.



Recognized GreenSource. Conning with our vendor Sustainability Award for its commitment to building a sustainable future through material innovation.

86%

of our strategic suppliers have sustainability goals in place.

OPERATIONAL EXCELLENCE

Net-Zero Target

Announced goal to reach net-zero emissions across the company's scope 1, 2 and 3 GHG emissions by 2050, in accordance with guidelines from the Science Based Targets initiative (SBTi).

49%

reduction in absolute scope 1 and 2 GHG emissions since 2016.



Included in the Dow Jones Sustainability Index for North America for the fourth consecutive year.

6%

reduction in total energy consumption in 2022 from 2021.

Please visit [Product Sustainability & Value Chain | Lowe's Corporate \(lowes.com\)](https://www.lowes.com/ProductSustainabilityValueChain) to review more information.



F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications:

At Lowe's, we recognize the importance of strengthening our bonds with the diverse communities we serve. To advance these efforts, Lowe's gives back to our communities and partners with community leaders to deliver value to our customers.

We dedicated more than \$150 million to support our communities in fiscal year 2020, including more than \$100 million in pandemic-related relief. The COVID-19 support includes \$55 million in grants to deliver much-needed financial assistance to rural, minority-owned and women-owned small businesses. Lowe's also donated essential protective products to help small and minority businesses reopen and keep medical professionals on the frontlines safe and healthy.

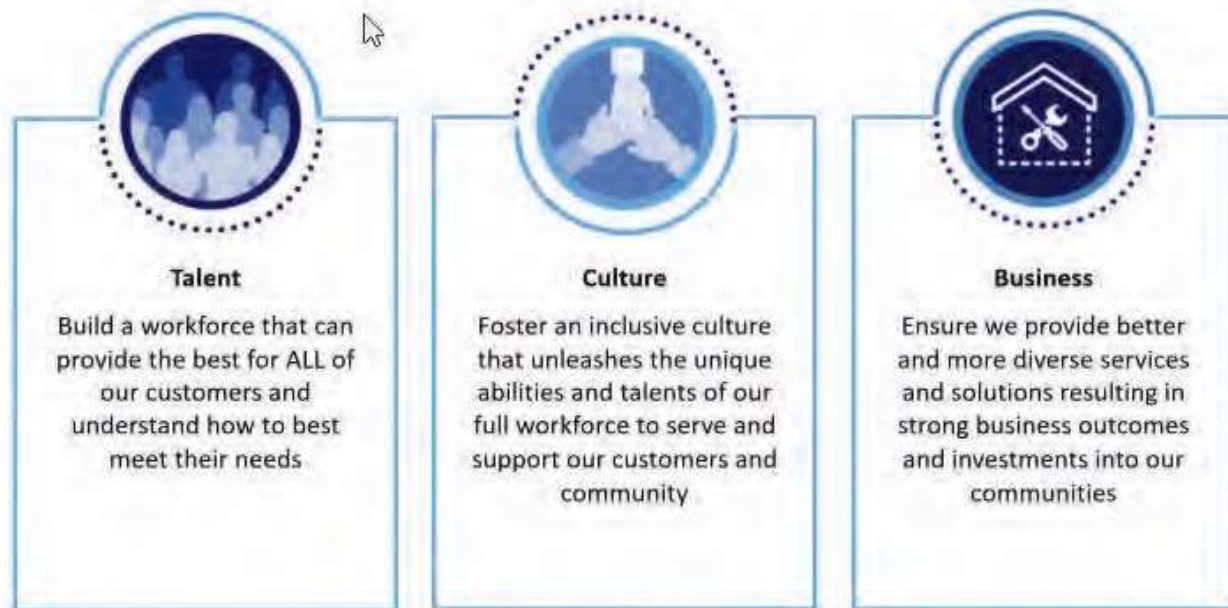
Lowe's has established meaningful and thoughtful partnerships with local communities. We continually strive to better understand the needs and concerns of our team members and the communities where we live, work and play.

Our Supplier Diversity program is uniquely positioned to provide positive economic impact to small and diverse-owned businesses. We are committed to delivering economic benefits by ensuring the inclusion of diverse suppliers. We know small and diverse businesses play an integral role in stimulating their local economies. These relationships are symbiotic because both the suppliers and Lowe's will reap the benefits of diversity. As a result of the COVID-19 pandemic, many small businesses faced unprecedented hardship. Through Making It... With Lowe's, an initiative focused on new product development from minority, women, veteran, service-disabled veteran, disability, and LGBTQowned businesses, and our small business grants, we have been able to provide much-needed support to our communities during these challenging times. Small and diverse businesses are vital to the survival of local economies, and local economies are important to the economic empowerment of people of all backgrounds.

Lowe's partners with accredited organizations and agencies to forge mutually beneficial relationships across industries and within communities. Our partnership framework is tied to our core pillars of building talent, fostering an inclusive culture, and driving business results.

We continue to remain proactive in identifying and driving new partnerships with organizations that align with the overall Lowe's culture and mission. These partnerships allow us to better support our associates in creating learning opportunities and furthering our mission of inclusion.

OUR APPROACH



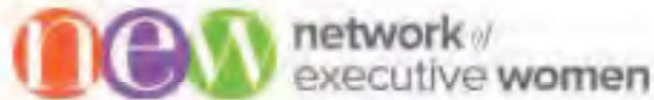
WE ARE HONORED

TO BE RECOGNIZED BY LEADING VOICES IN THE DIVERSITY AND INCLUSION SPACE





OUR PARTNERSHIPS



- A. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any listed which certifications subcontractors hold and certifying agency.

Lowe's will not offering any services/installs under this agreement.



B. Describe how supplier differentiates itself from its competitors:

OUR STRATEGY



The Lowe's strategy is rooted in serving our customers. We're guided by our mission: Together, deliver the right home improvement products, with the best service and value, across every channel and community we serve.

OUR BUSINESS

Our team proudly serves approximately 16 million customer transactions per week in the United States. Lowe's operates over 1,700 home improvement stores and employs approximately 300,000 associates.

EXECUTIVE LEADERSHIP



Every organization needs a strong foundation. That's why we're proud of our exceptional executive and senior leadership team. Led by Chairman of the Board, President and CEO Marvin Ellison, this team works for our associates, customers and communities.

OUR PEOPLE

As we work to become the employer of choice in retail, we are committed to hiring, developing and retaining the best people by creating valuable career opportunities. Our goal is for our associates to view Lowe's as Home to Possibility, delivering good jobs, a sense of belonging and a promising future.



OUR HISTORY

Lowe's has grown from a small-town hardware store in North Carolina to one of the largest home improvement retailers in the world. We have a rich heritage of putting the people we serve at the heart of everything we do. This is our story.

OUR COMMUNITIES

Since 1921, Lowe's has put the communities we serve at the heart of what we do. Through our own set of community engagement initiatives and our continued partnerships with nonprofits across the country, we are mending neighborhoods, revitalizing community spaces, supporting communities when disaster strikes and developing a network of skilled tradespeople to continue those efforts for years to come. And we do this to make homes – and hometowns – better for all.

Please review [Our Communities | Lowe's Corporate \(lowes.com\)](https://www.lowes.com/our-communities) to learn more about our Community Engagement with Lowe's Hometowns, Critical Home Repairs, Disaster Response, Military & Veteran Support and Skilled Trades Workforce Development efforts.

C. Describe any present or past litigation, bankruptcy or reorganization involving supplier:

Claims, suits and judgements occur in the normal course of business. Lowe's discloses material legal proceedings in its annual 10K report, the most recent of which may be accessed through the U.S. Securities and Exchange Commission's website at: <https://www.sec.gov/edgar.shtml>

D. Felony Conviction Notice: Indicate if the supplier:

- a. is a publicly held corporation and this reporting requirement is not applicable;
- b. is not owned or operated by anyone who has been convicted of a felony;
or
- c. is owned or operated by and individual(s) who have been convicted of a felony and provide the names and convictions

Lowe's has been a publicly held company since October 10, 1961. The Company's stock is listed on the New York stock exchange with shares trading under the symbol LOW.



E. Describe any debarment or suspension actions taken against supplier:

As of today, Lowe's has not been debarred or suspension against the company.

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Lowe's will be providing a price file for the collective list of high spend/volume products purchased by Omnia Partners, Public Sector members. The price file will be offered on www.Lowes.com and each Omnia Partner member will need to setup an account for the price file to be uploaded for their purchasing needs. Lowe's will review the catalog pricing every year to assure it is compliant. However, if market conditions or tariff increases, etc. are imposed on Lowe's then Lowe's will review catalog pricing earlier to see if any increases are necessary to the catalog price file. Omnia Partners and Region 4 will be notified of any changes before they will take affect.

Lowe's will also offer a walk-in solution for all other products not listed on the price file to accommodate every item you can purchase at our local Lowe's store. When utilizing their Lowe's Commerical Account or Lowe's Pro Supply Account they will receive 5% discount at point of sale.

Lowe's stores stock tens of thousands of unique products and have thousands more available by Special Order – offering everything customers need to build, beautify and enjoy their homes including appliances, tools, hardware, paint and building materials. Lowe's will meet your supply needs.



Get What you Need, When You Need It

At Lowe's we've learned a lot about business customers since we began in 1946. Our services are designed to help you save time and money and make your agency run smoother.

- Typical Store hours are as follows:
- Monday – Thursday: 7am – 9pm



- Friday & Saturday: 7am – 10pm
- Sunday: 9am – 6pm
- Lowe's will offer a dedicated email support mailbox for Omnia Partners customers at GovernmentSupport@lowes.com.
- A dedicated Omnia Partners Hotline is put in place - Hours 8am – 5pm EST, 1-888-310-7791
- Customer Care Line for Customer Support, closest store location and hours: 1-800-445-6537
- Order on-line and pick up in store, have Lowe's deliver or select parcel shipped to your location

For emergency orders, Lowe's will do everything possible to accommodate the urgency and product needed to take care of the agency needs.

Lowe's has over 1,700 local store locations and 16 distribution centers to assist your purchasing needs. Please see the attached list of Lowe's stores and distribution centers.

Our Strategic Account Managers and Outside Sales Representatives provide comprehensive training for our Pro Sales Managers and local stores on the value of the Omnia Partners contract and how to assist Omnia Partner members with their procurement needs.

Lowe's will contact any agency within 24 hours to handle any customer service, invoicing or delivery issues or concerns.

Training and Support:

The Omnia Partners contract will be managed by the Strategic Account Managers and Outside Sales Representatives by Lowe's Home Centers, LLC. All contract compliance, negotiations; order processing, reporting and administrative payments will be handled by corporate personnel at our Mooresville, NC location.

Our Corporate Team, responsible for Pro Sales and Government Sales as well as comprehensive customer and store support, is closely linked to our team in the field and stores to manage the same process. Upon award, a corporate communication through multiple channels would be distributed to all Regional Sales Directors, Market Directors, Field Directors, Pro Sales Managers of Pro Sales and in-store Pro Sales Specialist that would include:

- ✓ Contract terms and conditions
- ✓ Procedure to process incoming orders and execute pre-negotiated pricing for Omnia Partner members
- ✓ A list of all current Omnia Partner members to support proactive marketing of the contract throughout all local markets across the country.
- ✓ Lowe's distribution centers and local stores to ship orders in a timely matter

In addition, Lowe's personnel will be trained to offer the Omnia Partner contract to eligible agencies that are not currently members of Omnia Partners, that may benefit from this type of acquisition vehicle. It is understood that Omnia Partner personnel will be available to Lowe's representatives to help explain the membership process to prospective members.



Lowe's eProcurement

CONNECT WITH LOWE'S TODAY

Whether you have an eProcurement or an Enterprise Resource Planning (ERP) system, our team will partner with you to help achieve your cost reduction and order efficiency goals. We can connect your system to one or more of our integrated solutions, while managing an on-boarding process to help meet your go-live date as well as drive user adoption. Lowe's completes all integrations utilizing the latest technology:



Catalog
cXML, PunchOut



Purchase Orders
cXML, EDI 850, Flat File, Email

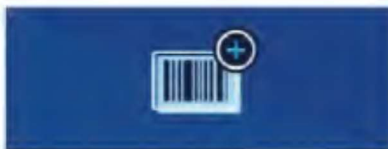


Invoices
cXML, 810, CSV, TXT



Communication Methods
Value Added Network (VAN), AS2,
FTP, HTTPS

WHY LOWE'S?



Expanded Online Catalog
Get access to over 500,000 SKUs online.



Purchase History
View order status including past orders.



Custom Catalog
Assign specific products based on unique factors to individual users on PunchOut.



Orders & Fulfillment
Choose from truck delivery, free standard parcel shipping or buy online and pick up in store.



Government & State Contracts
Specific contract details and pricing are always displayed.



Support
A dedicated eProcurement sales team member will assist you every step of the way.

SUPPORTED PLATFORMS

These are just some of Lowe's supported platforms. Contact the eProcurement team to find out if your platform is supported.



To learn more about Lowe's eProcurement solutions, please contact us at eProSupport@lowes.com



B. Describe how supplier proposes to distribute the product/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Lowe's has over 1,700 stores nationwide to pickup materials, have Lowe's deliver or have parcel shipped.

Each agency will need to register with Omnia Partners at: <https://www.omniapartners.com/publicsector> to become a member and utilize the contract at any Lowe's store in the U.S.

Any agency utilizing the catalog price file online, needs to set up an account on www.Lowes.com and select the OMNIA Partners Contract to purchase under or if they have an existing account, they will need to email GovernmentSupport@Lowes.com to have the file linked for their purchasing needs.

Lowe's eProcurement – The agency will need to email eProSupport@lowes.com to set up their account and link the catalog price file and discount structure.

Lowe's and Omnia Partners, Public Sector will partner together to actively market the awarded contract so all eligible agency will be aware and can take advantage of the contract.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Audit/Compliance:

Lowe's will review catalog pricing every year to assure it is compliant. However, if market conditions or tariff increases, etc., are imposed on Lowe's then Lowe's will review catalog pricing earlier to see if any increases are necessary to the catalog price file. Omnia Partners and Region 4 will be notified of any changes before they will take affect.

To receive the annual rebate the agency will need to store their tender in their wallet under their profile, so we can track the sales and issue the rebate in March of the following year.

Each month, Lowe's will submit reporting to Omnia Partners, Public Sector to review the agencies making purchases on the contract.



Walk-In Benefits:

- Receive a 5% discount at time of purchase on 40,000+ stock products plus special order items at any one of our 1,700+ store locations nationwide when presenting your Lowe's Commercial Account or Lowe's Pro Supply Account.

How To Purchase – Walk-in:

- Lowe's walk-in procurement solution was created as a fast, convenient way for customers to use our Omnia Partners contract. Customers can check out through any cashier attending register in the store.
- All sales will be tracked for the annual rebate by storing your tender in your wallet under your profile in www.lowes.com.

On-Line Benefits:

- Lowe's will offer the price catalog on www.lowes.com under the OMNIA Partners Contract
 - Set price file
- **How To Purchase – On-line:**
 - Customers will place their order by logging into their www.lowes.com account
 - Customer will need to email GovernmentSupport@Lowes.com to have the price file and category discount linked for their purchasing needs.
 - Orders will be fulfilled by the local stores or fulfillment distribution centers
 - Customer will choose their delivery options: Pickup in store, Parcel Ship or Lowe's Delivery Truck

eProcurement Benefits:

- eProcurement customers can purchase from Lowe's utilizing our Lowes.com catalog.
 - Set price file
- **How To Purchase – eProcurement:**
 - Customers will place their order by logging into their www.lowes.com eProcurement account
 - Customer will need to email eProSupport@lowes.com to have the price file for their purchasing needs.
 - Orders will be fulfilled by the local stores or fulfillment distribution centers
 - Customer will choose their delivery options: Pickup in store, Parcel Ship or Lowe's Delivery Truck



D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

- Lowe's will use their Lowe's delivery teams to deliver the product.
- UPS or FEDEX will be used for parcel shipped items.
- Lowe's logistics partners will use their delivery teams to deliver the product.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Lowe's has over 1,700 stores location in the United States to serve our customer needs. Agencies are able to view Lowe's retail stores/storefront locations by visiting the following website: www.lowes.com/store/

Lowe's Regional Distribution Facilities are located at:

	Name	Address	City	State	Postal Code
955	LOWE'S TEXAS RDC	955 LOWE'S LANE	MOUNT VERNON	TX	75457
960	LOWE'S NORTH CAROLINA RDC	711 TOMLIN MILL RD.	STATESVILLE	NC	28625
961	LOWE'S PENNSYLVANIA RDC	1201 KEYSTONE BLVD	MINERSVILLE	PA	17954
962	LOWE'S VALDOSTA, GA. RDC	1550 COMMERCE DRIVE	VALDOSTA	GA	31601
965	LOWE'S WYOMING RDC	2723 CHRISTENSEN ROAD	CHEYENNE	WY	82007
966	LOWE'S CALIF. RDC	3984 INDIAN AVENUE	PERRIS	CA	92571
990	LOWE'S OHIO RDC	12700 COUNTY ROAD 212	FINDLAY	OH	45840
992	LOWE'S INDIANA RDC	1301 WEST JFK DRIVE	NORTH VERNON	IN	47265
1419	LOWE'S POINCIANA, FL RDC	2651 HAM BROWN ROAD	KISSIMMEE	FL	34746-3425
1420	LOWE'S MID-ATLANTIC RDC	620 LOWE'S BLVD	GARYSBURG	NC	27831
1421	LOWE'S PLAINFIELD, CT RDC	1421 LOWE'S WAY	PLAINFIELD	CT	6374
1436	LOWE'S LEBANON, OR RDC	1001 REEVES PARKWAY	LEBANON	OR	97355
1440	LOWE'S ROCKFORD, IL RDC	2801 SOUTH SPRINGFIELD AVENUE	ROCKFORD	IL	61102
1449	LOWE'S PITTSBURGH, PA RDC	200 CENTER POINT BLVD	PITTSBURGH	PA	15201
1457	LOWE'S NORTHERN GA RDC	255 PROSPERITY WAY, NE	ADAIRSVILLE	GA	30103
3119	LOWE'S PLANT CITY FL BDC	771 S COUNTY LINE RD	PLANT CITY	FL	33566
3289	LOWE'S EDWARDSVILLE IL BDC	12 GATEWAY COMMERCE CENTER DR E	EDWARDSVILLE	IL	62025
3290	LOWE'S GREENSBORO NC BDC	300 PENRY ROAD	GREENSBORO	NC	27405
3302	LOWE'S CHARLOTTE, NC XDT	5600 DAVID COX ROAD	CHARLOTTE	NC	28269
3307	LOWE'S GREENSBORO, NC XDT	720 PEGG RD	GREENSBORO	NC	27409
3308	LOWE'S RALEIGH, NC XDT	2301-2337 US HWY 70	GARNER	NC	27529
3311	LOWE'S OF NASHVILLE, TN DFC	2782 YORK ROAD	PLEASANT VIEW	TN	37146
3336	LOWE'S GROVEPORT OH BDC	3760 SHARPS LANDING DRIVE	GROVEPORT	OH	43125
3338	LOWE'S DUNCAN, SC XDT	27 INLAND PARKWAY	GREER	SC	29651
3340	LOWE'S AUSTIN, TX XDT	1980 KOHLER CROSSING, BLDG 1	KYLE	TX	78640
3341	LOWE'S MIAMI, FL XDT	1901 NW 25TH AVENUE	POMPANO BEACH	FL	33069
3342	LOWE'S BESSEMER, AL XDT	3501 LOGISTICS DRIVE	BESSEMER	AL	35020
3343	LOWE'S PITTSBURGH, PA XDT	520 CROWN COURT	OAKDALE	PA	15071



3345	LOWE'S PHOENIX, AZ XDT	4465 E. NUNNELEY RD SUITE 101	GILBERT	AZ	85296
3346	LOWE'S ROANOKE, VA XDT	6410 TECHNOLOGY DR	SALEM	VA	24153
3348	LOWE'S CHARLESTON, SC XDT	1701 CHARLESTON REGIONAL PKW B	CHARLESTON	SC	29492
3362	LOWE'S HOUSTON NORTH, TX XDT	1256 GREENS PARKWAY	HOUSTON	TX	77067
3363	LOWE'S LOS ANGELES EAST, CA XDT	24385 NANDINA AVE SUITE 3363	MORENO VALLEY	CA	92551
3364	LOWE'S FORT WORTH, TX XDT	421 S WESTERN BLVD SUITE 100	DENTON	TX	76207
3367	LOWE'S SMYRNA TN BDC	951 AVIATION PARKWAY, BLDG 1	SMYRNA	TN	37167
3368	LOWE'S COMMERCE CITY CO BDC	17501 EAST 84TH AVENUE	COMMERCE CITY	CO	80022
3374	LOWE'S AUBURNDALE FL BDC	110 MOSS ROAD EAST	AUBURNDALE	FL	33823
3375	LOWE'S NEWNAN GA BDC	590 COWETA INDUSTRIAL PARKWAY	NEWNAN	GA	30265
3376	LOWE'S TOBYHANNA PA BDC	2077 CORP CTR DR. W	TOBYHANNA	PA	18466
3385	LOWE'S ATLANTA SOUTH, GA XDT	3000 SOUTHPARK BLVD	ELLENWOOD	GA	30294
3430	LOWE'S MANTECA CA BDC	2226 E. ROTH ROAD	MANTECA	CA	95336
3432	LOWE'S HOUSTON SOUTH, TX XDT	12101 MCLAIN BLVD. SUITE 100	HOUSTON	TX	77071
3434	LOWE'S ORLANDO, FL XDT	200 W. SAND LAKE RD ST100	ORLANDO	FL	32809
3435	LOWE'S TAMPA SOUTH, FL XDT	2206 51TH AVE E	ELLENTON	FL	34222
3436	LOWE'S TAMPA NORTH, FL XDT	2622 LAKEPOINTE PARKWAY	ODESSA	FL	33556
3449	LOWE'S COLUMBUS, OH XDT	3450 URBANCREST INDUSTRIAL DR	GROVE CITY	OH	43123
3457	LOWE'S WINLOCK WA BDC	340 MICKELSEN PARKWAY	WINLOCK	WA	98596
3459	LOWE'S MORENO VALLEY CA BDC	24385 NANDINA AVENUE	MORENO VALLEY	CA	92551
3461	LOWE'S DUNCAN SC BDC	21 INLAND PKY.	GREER	SC	29651
3462	LOWE'S SHIPPENSBURG PA BDC	4532 UNITED DR	SHIPPENSBURG	PA	17257
3463	LOWE'S MANTENO IL BDC	1600 N BOUDREAU BLVD	MANTENO	IL	60950
3465	LOWE'S NEW CANEY TX BDC	18777 EAST INDUSTRIAL PKWY	NEW CANEY	TX	77357
3468	LOWE'S BESSEMER AL BDC	3501 LOGISTICS DR	BESSEMER	AL	35020
3469	LOWE'S RICHMOND VA BDC	2703 COMMERCE RD	RICHMOND	VA	23234
3473	LOWE'S OF DENTON, TX FC 3473	3101 WEST OAK STREET	DENTON	TX	76201
3474	LOWE'S OF SHIPPENSBURG, PA FC 3474	201 CRAMER ROAD	SHIPPENSBURG	PA	17257
3508	LOWE'S SYRACUSE, NY XDT	738 ERIE BLVD WEST	SYRACUSE	NY	13204
3510	LOWE'S ALEXANDRIA, LA XDT	7225 HWY 1, NORTH	Boyce	LA	71409
3511	LOWE'S MESA AZ BDC	7111 S CRISMON RD SUITE117	MESA	AZ	85212
3512	LOWE'S E HARTFORD CT BDC	501 E HARTFORD BLVD N, STE B	HARTFORD	CT	6118
3513	LOWE'S RINCON GA BDC	2020 TRADE CENTER BLVD, STE 100	RINCON	GA	31326
3514	LOWE'S N LITTLE ROCK AR BDC	13101 US-70	N LITTLE ROCK	AR	72117
3531	LOWE'S NEW ORLEANS, LA XDT	149 NEW CAMELLIA BLVD	COVINGTON	LA	70443
3885	LOWE'S CHICAGO, IL XDT	10701 FRANKLIN AVE	FRANKLIN PARK	IL	60131
3887	LOWE'S ST. LOUIS, MO XDT	4690 TRADEPORT IND COURT S100	HAZELWOOD	MO	63042
3888	LOWE'S DALLAS, TX XDT	2601 E MEADOWS BLVD, SUITE 100	MESQUITE	TX	75150
3889	LOWE'S OKLAHOMA CITY, OK XDT	8501 N I-35 SERVICE RD	OKLAHOMA CITY	OK	73131
3898	LOWE'S BOSTON, MA XDT	613 MAIN ST	WILMINGTON	MA	01887-3215
3939	LOWE'S GRAND RAPIDS, MI XDT	3174 4 MILE ROAD, SUITE 300	GRAND RAPIDS	MI	49544
3956	LOWE'S LOS ANGELES NORTH, CA XDT	29040 VALLEY VIEW	VALENCIA	CA	91355
3957	LOWE'S COLUMBIA, SC XDT	842 BISTLINE DR	WEST COLUMBIA	SC	29172
3958	LOWE'S ARLINGTON, VA XDT	10245 GOLF ACADEMY DR	BRISTOW	VA	20136
3960	LOWE'S KNOXVILLE, TN XDT	1700 ELIZABETH LEE PARKWAY	LOUDON	TN	37774
3961	LOWE'S PASSAIC, NJ XDT	26 JEFFERSON ST	PASSAIC	NJ	7055



3963	LOWE'S DETROIT, MI XDT	37350 ECORSE RD, SUITE 100	ROMULUS	MI	48174
3964	LOWE'S CLEVELAND, OH XDT	8601 INDEPENDENCE PARKWAY S190	TWINSBURG	OH	44087
3965	LOWE'S ATLANTA NORTH, GA XDT	783 BROGDON ROAD	Suwanee	GA	30024
3966	LOWE'S TRACY, CA XDT	2650 NORTH MACARTHUR DRIVE	TRACY	CA	95376
3968	LOWE'S BALTIMORE, MD XDT	1600 E PATAPSCO AVE	BALTIMORE	MD	21226
3970	LOWE'S HARRISBURG, PA XDT	250 FULLING MILL RD	MIDDLETOWN	PA	17057
3971	LOWE'S SALEM, OR XDT	4668 TRUAX DRIVE	SALEM	OR	97317
3973	LOWE'S ASHEVILLE, NC XDT	342 BANNER FARM RD	MILLS RIVER	NC	28759
3974	LOWE'S OAKLEY, CA XDT	4300 WILBUR AVENUE SUITE300	OAKLEY	CA	94561
3975	LOWE'S LAS VEGAS, NV XDT	2025 W. CHEYENNE AVENUE BLDG 4	NORTH LAS VEGAS	NV	89032
3978	LOWE'S NASHVILLE, TN XDT	2832 WHITES CREEK PIKE BLDG A	Nashville	TN	37207
3979	LOWE'S LOUISVILLE, KY XDT	6008 NEW CUT ROAD	FAIRDALE	KY	40118
3980	LOWE'S MEMPHIS, TN XDT	6332 COMMERCIAL DR	OLIVE BRANCH	MS	38654
3981	LOWE'S CINCINNATI, KY XDT	1135 AVIATION BLVD	HEBRON	KY	41048
3982	LOWE'S LONG ISLAND, NY XDT	198 GRUMMAN ROAD WEST	BETHPAGE	NY	11714
3983	LOWE'S TRENTON, NJ XDT	33 THOMAS J RHODES INDUSTRIAL DR	HAMILTON TOWNSHIP	NJ	8619
3984	LOWE'S CEDAR RAPIDS, IA XDT	3350 10TH STREET SW	CEDAR RAPIDS	IA	52404
3985	LOWE'S RICHMOND, VA XDT	2601 COMMERCE ROAD	RICHMOND	VA	23234
3986	LOWE'S JACKSONVILLE, FL XDT	13225 VANTAGE WAY, BLDG 100	JACKSONVILLE	FL	32218
3987	LOWE'S DENVER, CO XDT	7450 CLAYTON STREET BLDG A S135	DENVER	CO	80229
3989	LOWE'S SEATTLE, WA XDT	4150 152ND STREET NE SUITE 103	MARYSVILLE	WA	98271
3990	LOWE'S WILMINGTON, NC XDT	3811 INTERNATIONAL BLVD, NE U200	LELAND	NC	28451
3992	LOWE'S INDIANAPOLIS, IN XDT	1784 E MAIN ST	GREENWOOD	IN	46143
3994	LOWE'S KANSAS CITY, MO XDT	14300 NE 41ST STREET, SUITE 600	KANSAS CITY	MO	64161
3995	LOWE'S JOPLIN, MO XDT	3015 SOUTH PROSPERITY AVENUE	JOPLIN	MO	64804
4065	LOWE'S OF RENO, NV DFC	1500 WALTHAM WAY	SPARKS	NV	89434
4500	LOWE'S LPS-HOUSTON, TX	6910 BRASADA DR.	HOUSTON	TX	77085
4501	LOWE'S LPS-DALLAS, TX	2525 ESTERS BLVD.	DALLAS	TX	75261
4508	LOWE'S LPS-TAMPA, FL	6445 S. FALKENBURG RD	TAMPA	FL	33578
4517	LOWE'S LPS-LAUREL/BALTIMORE, MD	13451 KONTERRA DR.	LAUREL	MD	20707
4523	LOWE'S LPS-INLAND EMPIRE, CA	15910 JURUPA AVE	FONTANA	CA	92337
4524	LOWE'S LPS-CHICAGO, IL	1035 S FRONTAGE RD	DARIEN	IL	60561
4526	LOWE'S LPS-ATLANTA, GA	680 HARTMAN RD	AUSTELL	GA	30168

3.3 Marketing and Sales

- A. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.**

Lowe's does not have a problem with our information being placed on the website for agency to review for their purchasing needs.



- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to Supplier's teams nationwide, to include, but not limited to:**
- i. **Executive Leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days.**

Lowe's will notify all store leaders, stores associates, field sales teams, executive leadership, and National Account Managers, Pro Sales Managers and Outside Sales Representatives of the awarded contract.

Lowe's and Omnia Partners, Public Sector marketing teams to send out an email blast announcing the awarded contract.

GO TO MARKET STRATEGY		
Print: <ul style="list-style-type: none"> • Co-Branded Direct Mail • Customer Handouts • Advertisements in Print Publications 	Web: <ul style="list-style-type: none"> • Dedicated OMNIA Partners, Public Sector Lowe's web portal • Summary of Contract Benefits • Links to OMNIA Partners Public Sector website • Lowes.com by E-PRO 	Networking: <ul style="list-style-type: none"> • Customer Onsite Meetings • Dedicated Customer Support Lines • Onboarding Support • Tradeshows – NIGP, NAEP and regional tradeshows

LOWE'S SALES STRATEGY		
<u>Lowe's OSRs and PSMs</u> <ul style="list-style-type: none"> • All sales support will manage some OMNIA Partners accounts 	<u>Government Sales Team</u> <ul style="list-style-type: none"> • In collaboration with OSRs and PSMs and marketing will support OMNIA Partners, Public Sector customers. • Lowe's will use marketing to OMNIA Partners, Public Sector members to utilize the Lowe's contract. 	<u>Lowe's Stores</u> <ul style="list-style-type: none"> • Training classes, playbook and videos will be developed to train our stores to facilitate OMNIA Partners, Public Sector transactions whether online or in store.



ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

- Lowe's will manage the contract by utilizing the Pro Sales Managers, Outside Sales Representatives and Strategic Account Managers.
- All contract compliance, negotiation; order processing, reporting and administrative payments will be handled by corporate personnel out of the Mooresville, NC location.
- Upon award, a corporate communication through multiple channels would be distributed to all field team associates that would include:
 - Contract terms and conditions
 - Procedure to process incoming orders and execute pre-negotiated pricing for OMNIA Partners, Public Sector members pricing files.
 - A list of all current OMNIA Partners, Public Sector members to support proactive marketing of the contract throughout all local markets across the country.
- Lowe's associates will be advised to offer OMNIA Partners, Public Sector contract to eligible state and local government agencies that are not currently members.
- OMNIA Partners, Public Sector representatives will be available for Lowe's associates to help explain the membership process to prospective members.

C. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to Supplier's teams nationwide, to include, but not limited to:

- i. Creation and distribution of a co-branded press release to trade publications.**
 - Yes
- ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days.**
 - Yes, Lowe's should have this done within the first 30 days
- iii. Design, publication and distribution of co-branded marketing materials within first 90 days.**
 - Yes, Lowe's will update our marketing flyer and collateral
- iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement.**
 - Yes, Lowe's will be attending NIGP, NAEP and regional shows
 - Lowe's will be meeting the OMNIA Marketing and Partner Development Director monthly.
- v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth Space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the**



overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

- Lowe's will be attending NIGP Annual Forum
- vi. **Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement.**
 - Lowe's Marketing Team will work with OMNIA Marketing Team on publications
- vii. **Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)**
 - Lowe's will discuss on our monthly marketing calls to make sure we capture every marketing opportunity throughout the contract term.
- viii. **Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:**
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and Pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners.
 - The Omnia Partners standard logo
 - Marketing Materials Flyer
 - Summary of Product and Pricing
 - Dedicated toll-free number and email address
 - Hotline: 1-888-310-7791
 - Email: GovernmentSupport@Lowe.com

D. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

- Lowe's will "grandfather" any agencies using the existing contract OMNIA Partners Region ESC 4 to the newly award contract with OMNIA Partners.
- Lowe's holds two other cooperative contracts: NASPO Valuepoint and E&I Cooperative Services
 - Lowe's will offer the OMNIA Partners, Public Sector as our lead cooperative contract to state and local agencies.



- E. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction as well.**
- Lowe's proprietary, indicia, trademarks, service marks, or trade names (collectively "Marks") are owned by LF, LLC, a Delaware limited liability company and an affiliate of Lowe's. In order to use such Marks, Resource Centers will enter into a separate Licensing Agreement with LF, LLC.
 - Lowe's will complete any such agreement to use the OMNIA Partners, Public Sector logo and will only be used after their marketing team has reviewed.
- F. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:**
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency**
 - ii. Best government pricing**
 - iii. No cost to participate**
 - iv. Non-Exclusive**
 - Lowe's will follow up within 24 hours of any leads from OMNIA Partners Representatives, hotline or emails.
 - OMNIA Partners, Public Sector logo will be used on all marketing materials
 - Lowe's will incorporate the above into our marketing materials.
- G. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:**
- i. Key features of Master Agreement**
 - ii. Working Knowledge of the solicitation process**
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners.**
 - iv. Knowledge of benefits of the use of cooperative contracts.**
 - Lowe's will train all Strategic Account Managers on the awarded contract as outlined above
 - The Strategic Account Managers will provide comprehensive and ongoing training to the Pro Sales Managers and Outside Sales Representatives in the field
 - The Pro Sales Managers and Outside Sales Representatives will assist the Strategic Account Managers in ongoing training of our Lowe's store associates



H. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support

Steffani McLean – Vice President of Pro Sales

Steffani.McLean@Lowe.com

Lindsey Omohundro, Director, Strategic Accounts

480-645-4053

Lindsey.D.Omohundro@Lowe.com

ii. Marketing

Leigh Wildman – Sr, Director Pro & Segment Brand Marketing

Leigh.Wildman@Lowe.com

iii. Sales

Michelle Halverson, Sr. Strategic Account Manager

843-735-8603

Michelle.M.Halverson-2@Lowe.com

Ron Manning – Strategic Account Manager, North

(CT, DE, IL, IN, ME, MD, MA, MI, NH, NJ, NY, OH, PA, RI, VT, VA, WV, WI)

774-613-1973

Ronald.Manning@Lowe.com

Jason Finch, Strategic Account Manager, South

(NC, SC, GA, FL, AL, MS, LA, TN, TX, KY)

727-247-8645

Jason.A.Finch@Lowe.com

Gary Turnage, Strategic Account Manager, West

(AK, AZ, AR, CA, CO, HI, ID, IA, KS, MN, MO, MT, NE, NV, NM, ND, OK, SD, TX, UT, WA, WY)

346-436-9185

Gary.Turnage@Lowe.com

iv. Sales Report

v. Financial Reporting

vi. Accounts Payable

GovernmentSupport@Lowe.com

vii. Contracts

Lisa Minton, Pro Compliance Manager

(Sections iv, v, and vii)

980-287-6417

Lisa.C.Minton@Lowe.com



I. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Lindsey Omohundro and Michelle Halverson will manage the sales team. Please see section H for their information. (1) Sr Director of Commerical Property Management, (4) Directors, (3) Strategic Account Managers, (9) Territory Sales Managers, (85) Outside Sales Representatives, (300) Pro Sales Managers and (3,500) Pro Specialists.

J. Explain in detail how the sale teams will work with the OMNIA Partners team to implement, grow and service the national program.

- The Strategic Account Director, Sr. Strategic Account Manager and Strategic Account Managers will work closely with the OMNIA Partner, Public Sector Regional Managers to partner in promoting the awarded contract.
- Schedule joint sales calls with key prospects when possible.
- Joint meetings, calls, email campaigns to target top 50+ target list by division.

K. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

- Lowe's Strategic Account Director and the Sr. Strategic Account Manager will work closely with the Partner Development Director and Marketing team to market the awarded contract.
- Participating Public Agency account set-up will be managed as we receive the request within 3 days
- The Pro Compliance Manager will mänge all contract administration requirements per the Master Agreement.

L. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

- Lowe's submits a monthly report for each agency purchasing under the OMNIA Partners agreement along with their sales.

Agency	Sales
SLEEP IN HEAVENLY PEACE	3,053,252.42
CHICAGO HOUSING AUTHORITY	2,465,498.44
SAMARITAN'S PURSE	2,221,743.83
GILA RIVER INDIAN COMMUNITY	1,649,202.75
BrightSpring Health Services	1,552,852.46
HFH OF CHARLOTTE REGION	1,522,395.89
Community Housing Partners	1,452,281.75
Pokagon Band of Potawatomi	1,430,625.09



Cincinnati Metro Housing	1,175,119.02
St. Bernard Project	1,065,120.03

M. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

- Lowe's on-line Lowes.com and eProcurement platforms will accept any payment tender such as: P-Cards. Lowe's Commerical Accounts and Lowe's Pro Supply Account.

N. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under th Master Agreement for the initial three years of the Master Agreement. ("Guaranteed Contract Sales").

- \$ 120,000,000.00 in year one
- \$ 125,000,000.00 in year two
- \$ 130,000,000.00 in year three

- **Lowe's is only listing projected sales but will not guarantee contract sales under the Master Agreement.**

To the exent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

O. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstanaces where Public Agencies will issue their own solicitaitons. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).**
- If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.**
- Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).**
- If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.**
 - Lowe's will always respond with Master Agreement pricing and annual rebate; however, if any other pricing is used, all sales will be reported as contract sales to OMNIA Partners, Public Sector each month.



Attribute 21 – Describe how Offeror responds to emergency orders.

For emergency orders, Lowe's will do everything possible to accommodate the urgency and product needed to take care of the agency needs.

Lowe's Strategic Account Managers, local Pro Sales Managers, Outside Sales Representatives and store Pro Specialist are always here to assist any agency with their needs.

Lowe's opens the Command Center to serve the communities when weather threatens or disaster occurs and in the recovery that follows: Lowe's Command Center and network of distribution centers allow Lowe's to respond to our customers' needs and quickly replenish store shelves with emergency products.

Lowe's has dedicated support team for your state emergency departments. Our Command Center will handle direct fulfillment request needs.

Please review our Lowe's Emergency Command Center @ [Emergency Prep & Recovery at Lowe's \(lowes.com\)](#)





Severe Weather Preparation, Cleanup & Recovery



Hurricane



Winter Weather



Flood



Wildfire



Tornado



Shop All Emergency
Prep

Disaster Preparedness & Recovery Essentials



Generators



Flashlights & Lanterns



Bottled Water



Weather Radios



First Aid Kits



Batteries

Attribute 27 – Describe Offeror’s customer service/problem resolution process. Include hours of operation, number of services, etc.

Lowe’s has a dedicated Hotline @ 888-310-7791 and email GovernmentSupport@Lowes.com that is manned from 8am to 5pm (Monday through Friday)

The Analysts will review the issue/concerns the agency is having and work with other internal teams to resolve the question.

Service/Problem Resolution may include:

1. Need to be linked to an OMNIA Contract.
2. Need help with setting up tax exempt
3. Need copies of invoices
4. Need help tracking down an Purchase Order
5. Understanding how the OMNIA contracts works
6. Product Quotes



Attribute 28 – Describe invoicing process. Include payment terms and acceptable methods of payment outlining any associated fees pertaining to credit card/p-cards.

Lowe's Credit Plans:

Lowe's is committed to offering OMNIA Partners Participating Agencies the easiest, most convenient business credit program anywhere. Our business credit offers easy-to read itemized billing, secure online account management, customized account setup, employee spending control and a dedicated account representative.

Lowe's offers business credit programs for our Pro business customers: Lowe's Commercial Account (LCA), and Lowe's Pro Supply (LPS). The terms and conditions are pre-established and will be between the OMNIA Partners Participating Agencies who chooses to open an account with either Synchrony Bank or Lowe's Pro Supply.

Please visit <https://www.lowes.com/l/Credit> to learn more about the credit programs.

Lowe's does accept major credit cards as a form of tender on Lowes.com or in any Lowe's store.



Lowe's does require a form of tender when presenting an purchase order at time of purchase.

1 CHOOSE YOUR WAY TO PAY Find the card below that best fits your payment needs.	2 APPLY TODAY Use the Apply Now link below for the card you'd like.	3 USE YOUR ACCOUNT Start using your account immediately upon approval.
---	---	--

Want the Flexibility to Pay and Earn Rewards?	Want to Pay in Full With Extended Bimonthly Terms?	Want to Prepay and Control Spending?
--	---	---



Lowe's Business Rewards Card

- Use at Lowe's and everywhere American Express cards are accepted.
- Earn cash back for every eligible purchase made on the card.
- Earn 5% cash back on purchases at Lowe's for the first 6 months. 2% cash back after. New accounts only.
- Approved card accounts are automatically saved to your Lowe's Pro Business Account Wallet to make it even easier to earn.

*Cash back is received in the form of Lowe's Business Rewards points that can be redeemed for statement credits or select gift cards.

\$0 Annual Fee



Lowe's Commercial Account

- Save 5% instantly in store and on Lowes.com with eligible purchases.
- Includes itemized transactions, SKU-level details, PO/job name and authorized buyer information.
- Includes billing upon delivery.
- Opt in for invoice PDFs delivered by email plus Net Payment Terms.
- Approved accounts are automatically saved to your MVPs Pro Wallet for even more ways to earn.

Plus Extended Terms***

Receive two billing cycles to pay for new purchases.



PreLoad Plus Mastercard

- No credit check⁸ and no monthly fees.
- Shop at Lowe's and anywhere Mastercard[®] is accepted.
- Automatic rebates on fuel, dining and travel through Mastercard[®] Easy Savings.
- Immediate funding available from your business checking account.

NEED A LOWE'S PRO SUPPLY ACCOUNT?

Get started now and click the link below to access the Online Application. There are two applications available:

- Government
- Non-government

[Click To Apply](#)

[Request Account Increase](#)

[Account Self-Service Tips](#)

[Terms & Conditions](#)



For additional questions, contact Account Services at 866-630-6747

At time of purchase, the agency making the purchase will receive an receipt with retail, promotional or volume savings program pricing depending on, if they walk in store or make the purchase on Lowes.com.



Fast and Easy Ordering

Order in person with your dedicated representative, on the phone, on your desktop, or on a mobile. No matter where you are or what you're doing, ordering with Lowe's Pro Supply is lightning-fast and ultra-easy.



Extensive Assortment

With fully stocked MRO warehouses in 29 national markets and more supplies available from over 1,700 Lowe's stores, we have more of what you need. We have job-lot quantities of hard to find items, and a 98.6% fill rate, meaning you don't have to wait for "the shipment to get in" to get your job done.



At Your Service

Our dedicated account representatives visit your location in person, getting to understand your unique renovation and maintenance needs. Free renovation planning service, in-unit delivery, and complimentary takeoff service, are just a few ways we go the extra mile for our clients.

At time of purchase, the agency making the purchase will receive an receipt with retail, promotional or volume savings program pricing depending on, if they walk in store or make the purchase on Lowes.com.



Attribute 30 – Describe the financial condition of Offeror.

Please visit [Investors | Lowe's Corporate \(lowes.com\)](https://investors.lowes.com) to review more details.

10-YEAR FINANCIAL INFORMATION



Fiscal Year Ended On:	February 2, 2024	February 3, 2023 ¹	January 28, 2022	January 29, 2021	January 31, 2020	February 1, 2019	February 2, 2018	February 3, 2017 ¹	January 29, 2016	January 30, 2015
Stores and people										
Number of stores ¹	1,746	1,738	2,197	2,205	2,214	2,246	2,304	2,346	1,857	1,840
Selling square feet (in millions)	195	195	208	208	208	209	215	215	202	201
Number of employees (in thousands)	284	307	335	340	335	298	311	291	272	265
Total customer transactions (in millions)	835	932	1,002	1,046	921	941	953	945	878	857
Average ticket	\$13.51	\$10.64	\$9.09	\$8.57	\$7.56	\$7.79	\$7.00	\$6.85	\$67.26	\$66.51
Comparative income statements										
Net sales (in millions) ²	\$86,377	\$97,059	\$96,250	\$89,597	\$72,145	\$71,309	\$68,619	\$66,017	\$69,074	\$56,223
Gross margin ^{1,3,4}	33.35%	33.23%	33.30%	33.01%	31.80%	32.12%	32.69%	33.34%	34.82%	34.70%
Selling, general & administrative (% to sales) ^{2,3,5}	18.02%	20.94%	19.01%	20.68%	21.30%	20.41%	21.04%	22.12%	25.88%	23.60%
Depreciation and amortization (% to sales) ^{1,4}	1.99%	1.80%	1.73%	1.56%	1.75%	2.03%	2.05%	2.23%	2.53%	2.66%
Operating margin ^{2,4,5}	13.36%	10.47%	12.56%	10.77%	8.75%	5.64%	9.60%	8.99%	8.41%	8.53%
Interest - net (% to sales)	1.60%	1.16%	0.92%	0.95%	0.96%	0.68%	0.92%	0.99%	0.93%	0.92%
Net earnings (% to sales) ^{4,6}	8.95%	6.63%	8.77%	8.61%	6.93%	3.24%	5.02%	4.76%	4.31%	4.80%
Weighted-average shares, assuming dilution (in millions)	584	631	699	750	778	812	840	881	929	990
Diluted earnings per common share ^{4,6}	\$15.20	\$10.17	\$12.04	\$11.75	\$8.49	\$3.84	\$6.09	\$5.47	\$4.73	\$4.71
Adjusted diluted earnings per common share ⁷	\$13.09	\$13.81	N/A	\$8.86	\$5.74	\$5.11	\$4.39	\$3.99	\$3.29	N/A
Cash dividends per share	\$4.30	\$3.70	\$2.80	\$2.30	\$2.15	\$1.85	\$1.58	\$1.33	\$1.07	\$0.87
Comparative balance sheets (in millions)										
Cash and short-term investments	\$1,225	\$1,732	\$1,404	\$5,196	\$875	\$729	\$690	\$658	\$712	\$691
Merchandise inventory - net	16,894	18,532	17,605	16,193	13,179	12,561	11,593	10,458	9,458	8,911
Total current assets	17,071	21,442	20,080	22,326	15,318	14,228	12,772	12,000	10,561	9,851
Property, less accumulated depreciation ⁸	17,653	17,567	19,071	19,185	18,669	18,452	19,221	19,949	19,577	20,034
Total assets ⁸	41,795	43,708	44,560	46,735	39,671	34,508	35,291	34,608	31,266	31,721
Accounts payable	8,704	10,524	11,354	10,884	7,659	8,279	6,590	6,651	5,633	5,124
Total current liabilities ⁹	15,548	17,511	19,668	16,730	15,182	14,497	12,095	11,974	10,492	9,348
Total debt ⁹	35,921	33,980	24,727	21,780	19,306	16,225	16,995	16,699	12,649	11,568
Total liabilities ⁹	56,845	57,492	49,456	45,298	37,499	30,864	29,418	27,974	25,612	21,755
Shareholders' (deficit)/equity	\$ (10,053)	\$ (14,254)	\$ (4,816)	\$ 14,371	\$ 1,972	\$ 3,644	\$ 5,873	\$ 6,434	\$ 7,654	\$ 9,968
Shares outstanding, year-end	574	601	670	731	763	801	830	886	910	960
Cash flows (in millions)										
Net cash provided by operating activities	\$8,140	\$8,589	\$10,113	\$11,049	\$4,295	\$6,193	\$5,055	\$5,617	\$4,784	\$4,929
Capital expenditures	1,964	1,829	1,853	1,791	1,484	1,174	1,123	1,167	1,197	880
Cash dividend payments	2,331	2,370	1,584	1,704	1,618	1,455	1,288	1,121	957	822
Repurchases of common stock	\$6,158	\$4,124	\$45,012	\$4,971	\$4,315	\$3,057	\$3,192	\$3,995	\$3,928	\$3,905
Financial metrics										
Comparable sales (decline)/growth ¹⁰	(4.7%)	(1.9%)	6.9%	26.1%	2.6%	3.2%	4.0%	4.2%	4.8%	4.3%
Sales per average selling square foot ¹¹	\$444	\$482	\$463	\$421	\$346	\$336	\$320	\$313	\$293	\$280
Inventory turnover ¹²	5.20	5.39	5.72	4.13	3.61	3.94	3.90	4.05	3.92	3.85



Attribute 31 - Describe Offeror's ordering capabilities for Participating Public Agencies.

Please visit [Lowe'sForPros - eProcurement](#) to read more about ePro.



Level Up Your Business With Lowe's E-Procurement Integration

See how Lowe's helps Pros use spend-management platforms by integrating with select e-procurement platforms and providing dedicated support, custom catalogs and more.

Connect With Lowe's Today

Whether you have an eProcurement or an Enterprise Resource Planning (ERP) system, our team will partner with you to help achieve your cost reduction and order efficiency goals.



Catalog

cXML, PunchOut



Purchase Orders

cXML, EDI 850, Flat File, Email



Invoices

cXML, 810, CSV, TXT



Communication Methods

Value Added Network (VAN), AS2, FTP, HTTPS



Why Lowe's?



Expanded Online Catalog

Access over 500,000 SKUs online.



Purchase History

View order status including past orders.



Custom Catalog

Assign specific products based on unique factors to individual users on PunchOut.



Multiple Fulfillment Options

Choose from truck delivery, free standard parcel shipping or buy online and pick up in store.



Government and State Contracts

Access specific contract details and pricing, which are always displayed.



Specialized Support

Get help from a dedicated eProcurement sales team member who'll assist you every step of the way.

How to Get Started



Discovery

We'll gather the requirements and specifications of your eProcurement project and let you know how we can help.



Integration

Once approved, we'll provide credentials to complete end-to-end testing and ensure all elements are correctly mapped.



Training

We'll assist with internal communication and provide user training to help raise awareness for the new connection.



Go Live

Our store, sales and eProcurement teams will provide post-production support and help you drive adoption once the connection is live.

Supported Platforms

These are just some of Lowe's supported platforms. Contact the eProcurement team to find out if your platform is supported.



Get Started Today

For more information, contact epro_integrations@lowes.com.



Attribute 32 – Describe the Offeror's Safety Record

Lowe's Safe Review Program

Establishing a safety-first mindset and reinforcing safe behaviors are central to our incident reduction strategy, which directly helps reduce the number of injuries at our stores.

We employ the Lowe's Safe Review (LSR) program, a daily electronic safety inspection that is completed using handheld mobile devices. In addition to identifying hazards and tracking their correction, the LSR platform enables us to review analytics and data regarding the daily condition of stores and the steps taken to address issues. As part of our LSR program, Lowe's uses a root-cause analysis to help leaders take charge of safety at their stores. Our store managers create their own store-specific action plan with support from leadership, including simple, coachable steps to make their operations as safe as possible.

In addition, the LSR is available to district managers and senior asset protection officers so they can provide documented feedback and support relating to safety. The program is part of a larger management system that delivers daily questions to keep associates updated on safety practices. The system captures participation and behavioral data to assess the effectiveness of our safety program.

Safety Management Programs

Our LTIR decreased from 2.21 in 2021 to 1.78 in 2022, and our OSHA Recordable Rate decreased from 5.15 to 4.3 over the same period. Although both metrics are lower than the retail average, we recognize that there is still room to improve. This continued downward trend illustrates the success of our safety management programs and helps us expand our focus to prevent much rarer but more serious accidents.

Safety Training, Emergency Response

In 2022, we trained nearly 7,000 associates in first aid and CPR, a two-year certification provided to five associates per location. In addition, we recognized 130 associates with Angel Awards for responses ranging from administering CPR to using Automated External Defibrillators (AEDs) while wearing their Lowe's red vests.



Attribute 33 – Describe Offeror's green or environmental initiatives or policies.

Please review our [2022 Corporate Responsibility Report \(lowes.com\)](https://www.lowes.com/2022-Corporate-Responsibility-Report) for more information.

Our mission – together, deliver the right home improvement products, with the best service and value, across every channel and community we serve – guides us and is carried out by our sustainability strategy and vision statements.

Today, we're proud to share Lowe's 20th annual corporate responsibility report, outlining our approach to sustainability and highlighting our goals, performance and progress to date. Our sustainability strategy focuses on three pillars: Our People & Our Communities, Product Sustainability and Operational Excellence.

MANAGEMENT APPROACH

We aim to ensure that workers who manufacture the products we purchase are operating under safe conditions, are being treated fairly and are paid in accordance with local laws, at minimum.

Supplier Compliance We audit factories for Lowe's private brand suppliers and products where we are the importer of record to verify compliance with our Vendor Code of Conduct. Our audits focus on areas such as forced labor, labor contracts, working hours, compensation and benefits, employment practices, environmental compliance and worker health and safety. Lowe's Vendor Code of Conduct and our Human Rights Policy are the foundation of the audit and our Responsible Sourcing program. This program is carried out by conducting a Retail Ethical Sourcing Assessment (RESA) at each applicable factory by third-party audit firms to support impartial reviews.



Diverting and Recycling Waste

We partner with suppliers to improve recycling and waste diversion, develop regional management processes, measure waste streams and conduct waste audits. Store waste streams, including cardboard and scrap wood, as well as plastic in our DCs, are recycled through regional and national partnerships where possible. We also operate in-store recycling centers for customers to recycle items, including compact fluorescent lamps, rechargeable batteries, plastic planter pots and cell phones.

Board Oversight

Our board of directors and its five standing committees, each of which is composed of solely independent directors, are responsible for overseeing corporate strategy and risk management processes. In addition to oversight by the full board of directors, the board has also delegated primary responsibility for more frequent and in-depth oversight of the company's environmental and social strategy to its sustainability committee. The board also coordinates with its other committees to provide active board- and committee-level oversight of the company's management of environmental- and social related risks across the relevant committees.

The following is a nonexclusive list of topics regularly reviewed by the board or its committees:

- Responsible sourcing and supply chain management
- Sustainable consumer products
- Environmental performance
- GHG emissions and climate-change risks
- Human capital strategy
- Diversity and inclusion
- Associate safety
- Cybersecurity and data privacy
- Political contributions and government affairs activities
- Ethics and compliance

Attribute 34 – Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement.

At Lowe's, we recognize the importance of strengthening our bonds with the diverse communities we serve. To advance these efforts, Lowe's gives back to our communities and partners with community leaders to deliver value to our customers.

We dedicated more than \$150 million to support our communities in fiscal year 2020, including more than \$100 million in pandemic-related relief. The COVID-19 support includes \$55 million in grants to deliver much-needed financial assistance to rural, minority-owned and women-owned small



businesses. Lowe's also donated essential protective products to help small and minority businesses reopen and keep medical professionals on the frontlines safe and healthy.

Lowe's has established meaningful and thoughtful partnerships with local communities. We continually strive to better understand the needs and concerns of our team members and the communities where we live, work and play.

Our Supplier Diversity program is uniquely positioned to provide positive economic impact to small and diverse-owned businesses. We are committed to delivering economic benefits by ensuring the inclusion of diverse suppliers. We know small and diverse businesses play an integral role in stimulating their local economies. These relationships are symbiotic because both the suppliers and Lowe's will reap the benefits of diversity. As a result of the COVID-19 pandemic, many small businesses faced unprecedented hardship. Through Making It... With Lowe's, an initiative focused on new product development from minority, women, veteran, service-disabled veteran, disability, and LGBTQowned businesses, and our small business grants, we have been able to provide much-needed support to our communities during these challenging times. Small and diverse businesses are vital to the survival of local economies, and local economies are important to the economic empowerment of people of all backgrounds.

Lowe's partners with accredited organizations and agencies to forge mutually beneficial relationships across industries and within communities. Our partnership framework is tied to our core pillars of building talent, fostering an inclusive culture, and driving business results.

We continue to remain proactive in identifying and driving new partnerships with organizations that align with the overall Lowe's culture and mission. These partnerships allow us to better support our associates in creating learning opportunities and furthering our mission of inclusion.

Attribute 35 – Provide a brief history of the Offeror, including year it was established and corporate office location.

Founded in 1946 and based in Mooresville, NC., Lowe's supports the communities it serves through programs focused on creating safe, affordable housing and helping to develop the next generation of skilled trade experts.

For nearly 100 years, we've served customers by remembering we do so much more than sell products. Lowe's stock tens of thousands of unique products and have thousands more available by Special Order. We help people achieve the dreams they have for their homes and communities. From our humble small-town hardware beginnings to a FORTUNE® 100 company, that commitment to the bigger picture has never wavered.



As a purpose-driven company, The Lowe's mission is "together, deliver the right home improvement products, with the best service and value, across every channel and community we serve," and for us to achieve our mission.

Lowe's 20th annual corporate responsibility report, outlining our approach to sustainability and highlighting our goals, performance and progress to date. Our sustainability strategy focuses on three pillars: Our People & Our Communities, Product Sustainability and Operational Excellence. Lowe's is an active member of the Retail Industry Leaders Association (RILA), Business Roundtable and the National Retail Federation (NRF). We also collaborate with the (GC3), World Wildlife Fund (WWF) and the United States EPA's SmartWay, ENERGY STAR® and WaterSense® programs.

Members of Lowe's executive leadership team and the board of the Lowe's Foundation, an independent 501(c)(3), review and approve community grants for the Lowe's Hometowns and Lowe's Foundation programs, respectively. Nonprofit partnerships are also reviewed and approved by members of Lowe's executive leadership team.

Lowe's supports communities in a variety of ways, including financial grants, product donations, associate volunteerism and partnerships with nonprofits. Our approach includes engaging locally and listening and responding to communities in the ways that are needed most, such as preparing them for natural disasters and helping them recover. We have a special focus on our nation's veterans and active military community, first responders and under-resourced communities. The Lowe's Foundation, an independent 501(c)(3), is focused on closing the skilled trades labor gap through the delivery of the Gable Grants program.

Education is at the heart of Lowe's call to improve the communities we serve. By helping schools and students in need, we're investing in the long-term success of our communities. We believe education is the cornerstone to building stronger and more sustainable communities and Lowe's is committed to providing the resources our schools and children need to succeed.

Please take time to review 2022 Corporate Responsibility Report at [2022 Corporate Responsibility Report \(lowes.com\)](https://www.lowes.com/corporate-responsibility-report)



Attribute 42 – References

Agency	Sales	Name	Title	Phone	Email	City	State	Years
SLEEP IN HEAVENLY PEAC	3,053,252.42	JP Wilson	Sr. Director of Chapter Operatic	310-291-4353	jp.wilson@shpbeds.org	Pocatello	ID	5+
CHICAGO HOUSING AUTH	2,465,498.44	Chris Stinson	Asst Procurement Director		cstinson@thecha.org	Chicago	IL	5+
SAMARITAN'S PURSE	2,221,743.83	Michael Lyons	Internal Auditor	828-279-1252	mlyons@samaritan.org	Boone	NC	5+
GILA RIVER INDIAN COMI	1,649,202.75	Gary Mix	Treasurer	520-562-9627	gary.mix@gric.nsn.us	Sacaton	AZ	5+
BrightSpring Health Serv	1,552,852.46	Zachary Keller	Sr. Procurement Analyst	502-630-7257	zachary.keller@brightspringhealth.org	Louisville	KY	5+
HFH OF CHARLOTTE REGI	1,522,395.89	Cher Buchler	Construction Procurement Mgr	704-714-1509	Cbuchler@habitatcltregion.org	Charlotte	NC	5+
Community Housing Part	1,452,281.75	Kris Anderson		540-382-2002	kris.anderson.chp@gmail.com	Christiansburg	VA	5+
Pokagon Band of Potawa	1,430,625.09	Michelle Barco	Primary Admin	800-517-0777	Michelle.Barco@pokagonband-n	Dowagiac	MI	5+
Cincinnati Metro Housing	1,175,119.02	William McCabe	Purchasing Mgr	513-977-5685	william.mccabe@cintimha.com	Cincinnati	OH	5+
St. Bernard Project	1,065,120.03	Veronica Llorella	Staff Accountant	504-914-4892	vllorella@sbpusa.org	New Orleans	LA	5+



7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 1

Solicitation Number 24-08

Request for Proposal ("RFP")
by Region 4 Education Service Center ("ESC")
for Maintenance, Repair and Operations (MRO) Supplies, Equipment, and
Related Products and Services

This Addendum No. 1 amends the Request for Proposals (RFP) for Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services ("**Addendum**"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("**Region 4 ESC**") requests proposals from qualified suppliers with the intent to enter into a Contract for Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services. Addendum No. 1 is hereby issued as follows:

CHANGES TO THE RFP TO UPDATE THE SUBMITTAL DEADLINE

1. REMOVE APPENDIX E AND REPLACE WITH THE ATTACHED PRICING DOCUMENT. OFFER'S SHOULD USE THIS REVISED APPENDIX E, PROVIDED IN THIS ADDENDUM, AS PART OF THEIR RESPONSE.

ALL OTHER ITEMS IN THE RFP SHALL REMAIN.

ATTACHMENTS INCLUDED IN THIS ADDENDUM 1: APPENDIX E

[illegible]

[illegible]

[illegible]

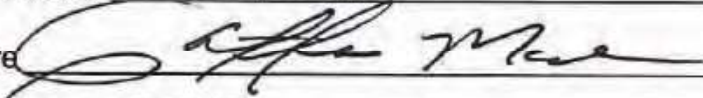
[illegible]

RECEIPT OF ADDENDUM NO. -- ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Lowe's Home Centers, LLC

Contact Person Steffani McLean

Signature 

Date June 26, 2024

Crystal Wallace
Region 4 Education Service Center
Procurement Contract Specialist



7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 2

Solicitation Number 24-08

Request for Proposal ("RFP")
by Region 4 Education Service Center ("ESC")
for Maintenance, Repair and Operations (MRO) Supplies, Equipment, and
Related Products and Services

This Addendum No. 2 amends the Request for Proposals (RFP) for Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services ("**Addendum**"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("**Region 4 ESC**") requests proposals from qualified suppliers with the intent to enter into a Contract for Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services. Addendum No. 2 is hereby issued as follows:

CHANGES TO THE RFP

1. REMOVE APPENDIX E AND REPLACE WITH THE ATTACHED PRICING DOCUMENT. OFFEROR'S SHOULD USE THIS REVISED APPENDIX E, PROVIDED IN THIS ADDENDUM, AS PART OF THEIR RESPONSE.

ALL OTHER ITEMS IN THE RFP SHALL REMAIN.

CLARIFICATION OF CHANGES

1. APPENDIX E IS BEING REPLACED THROUGH THIS ADDENDUM 2 TO UPDATE PREVIOUSLY LOCKED CELLS.

ATTACHMENTS INCLUDED IN THIS ADDENDUM 2: APPENDIX E

BIOGRAPHICAL DATA												
NAME	DATE OF BIRTH	PLACE OF BIRTH	EDUCATION	CAREER	AWARDS	MEMBERSHIPS	REFERENCES	NOTES	STATUS	REMARKS	DATE	BY
JOHN F. KELLY	1915	NEW YORK	B.S. COLUMBIA	1937-1940: U.S. NAVY 1940-1945: U.S. AIR FORCE 1945-1950: U.S. MARINE CORPS 1950-1955: U.S. ARMY 1955-1960: U.S. NAVY 1960-1965: U.S. AIR FORCE 1965-1970: U.S. MARINE CORPS 1970-1975: U.S. ARMY 1975-1980: U.S. NAVY 1980-1985: U.S. AIR FORCE 1985-1990: U.S. MARINE CORPS 1990-1995: U.S. ARMY 1995-2000: U.S. NAVY 2000-2005: U.S. AIR FORCE 2005-2010: U.S. MARINE CORPS 2010-2015: U.S. ARMY 2015-2020: U.S. NAVY 2020-2025: U.S. AIR FORCE 2025-2030: U.S. MARINE CORPS 2030-2035: U.S. ARMY 2035-2040: U.S. NAVY 2040-2045: U.S. AIR FORCE 2045-2050: U.S. MARINE CORPS 2050-2055: U.S. ARMY 2055-2060: U.S. NAVY 2060-2065: U.S. AIR FORCE 2065-2070: U.S. MARINE CORPS 2070-2075: U.S. ARMY 2075-2080: U.S. NAVY 2080-2085: U.S. AIR FORCE 2085-2090: U.S. MARINE CORPS 2090-2095: U.S. ARMY 2095-2100: U.S. NAVY 2100-2105: U.S. AIR FORCE 2105-2110: U.S. MARINE CORPS 2110-2115: U.S. ARMY 2115-2120: U.S. NAVY 2120-2125: U.S. AIR FORCE 2125-2130: U.S. MARINE CORPS 2130-2135: U.S. ARMY 2135-2140: U.S. NAVY 2140-2145: U.S. AIR FORCE 2145-2150: U.S. MARINE CORPS 2150-2155: U.S. ARMY 2155-2160: U.S. NAVY 2160-2165: U.S. AIR FORCE 2165-2170: U.S. MARINE CORPS 2170-2175: U.S. ARMY 2175-2180: U.S. NAVY 2180-2185: U.S. AIR FORCE 2185-2190: U.S. MARINE CORPS 2190-2195: U.S. ARMY 2195-2200: U.S. NAVY 2200-2205: U.S. AIR FORCE 2205-2210: U.S. MARINE CORPS 2210-2215: U.S. ARMY 2215-2220: U.S. NAVY 2220-2225: U.S. AIR FORCE 2225-2230: U.S. MARINE CORPS 2230-2235: U.S. ARMY 2235-2240: U.S. NAVY 2240-2245: U.S. AIR FORCE 2245-2250: U.S. MARINE CORPS 2250-2255: U.S. ARMY 2255-2260: U.S. NAVY 2260-2265: U.S. AIR FORCE 2265-2270: U.S. MARINE CORPS 2270-2275: U.S. ARMY 2275-2280: U.S. NAVY 2280-2285: U.S. AIR FORCE 2285-2290: U.S. MARINE CORPS 2290-2295: U.S. ARMY 2295-2300: U.S. NAVY 2300-2305: U.S. AIR FORCE 2305-2310: U.S. MARINE CORPS 2310-2315: U.S. ARMY 2315-2320: U.S. NAVY 2320-2325: U.S. AIR FORCE 2325-2330: U.S. MARINE CORPS 2330-2335: U.S. ARMY 2335-2340: U.S. NAVY 2340-2345: U.S. AIR FORCE 2345-2350: U.S. MARINE CORPS 2350-2355: U.S. ARMY 2355-2360: U.S. NAVY 2360-2365: U.S. AIR FORCE 2365-2370: U.S. MARINE CORPS 2370-2375: U.S. ARMY 2375-2380: U.S. NAVY 2380-2385: U.S. AIR FORCE 2385-2390: U.S. MARINE CORPS 2390-2395: U.S. ARMY 2395-2400: U.S. NAVY 2400-2405: U.S. AIR FORCE 2405-2410: U.S. MARINE CORPS 2410-2415: U.S. ARMY 2415-2420: U.S. NAVY 2420-2425: U.S. AIR FORCE 2425-2430: U.S. MARINE CORPS 2430-2435: U.S. ARMY 2435-2440: U.S. NAVY 2440-2445: U.S. AIR FORCE 2445-2450: U.S. MARINE CORPS 2450-2455: U.S. ARMY 2455-2460: U.S. NAVY 2460-2465: U.S. AIR FORCE 2465-2470: U.S. MARINE CORPS 2470-2475: U.S. ARMY 2475-2480: U.S. NAVY 2480-2485: U.S. AIR FORCE 2485-2490: U.S. MARINE CORPS 2490-2495: U.S. ARMY 2495-2500: U.S. NAVY 2500-2505: U.S. AIR FORCE 2505-2510: U.S. MARINE CORPS 2510-2515: U.S. ARMY 2515-2520: U.S. NAVY 2520-2525: U.S. AIR FORCE 2525-2530: U.S. MARINE CORPS 2530-2535: U.S. ARMY 2535-2540: U.S. NAVY 2540-2545: U.S. AIR FORCE 2545-2550: U.S. MARINE CORPS 2550-2555: U.S. ARMY 2555-2560: U.S. NAVY 2560-2565: U.S. AIR FORCE 2565-2570: U.S. MARINE CORPS 2570-2575: U.S. ARMY 2575-2580: U.S. NAVY 2580-2585: U.S. AIR FORCE 2585-2590: U.S. MARINE CORPS 2590-2595: U.S. ARMY 2595-2600: U.S. NAVY 2600-2605: U.S. AIR FORCE 2605-2610: U.S. MARINE CORPS 2610-2615: U.S. ARMY 2615-2620: U.S. NAVY 2620-2625: U.S. AIR FORCE 2625-2630: U.S. MARINE CORPS 2630-2635: U.S. ARMY 2635-2640: U.S. NAVY 2640-2645: U.S. AIR FORCE 2645-2650: U.S. MARINE CORPS 2650-2655: U.S. ARMY 2655-2660: U.S. NAVY 2660-2665: U.S. AIR FORCE 2665-2670: U.S. MARINE CORPS 2670-2675: U.S. ARMY 2675-2680: U.S. NAVY 2680-2685: U.S. AIR FORCE 2685-2690: U.S. MARINE CORPS 2690-2695: U.S. ARMY 2695-2700: U.S. NAVY 2700-2705: U.S. AIR FORCE 2705-2710: U.S. MARINE CORPS 2710-2715: U.S. ARMY 2715-2720: U.S. NAVY 2720-2725: U.S. AIR FORCE 2725-2730: U.S. MARINE CORPS 2730-2735: U.S. ARMY 2735-2740: U.S. NAVY 2740-2745: U.S. AIR FORCE 2745-2750: U.S. MARINE CORPS 2750-2755: U.S. ARMY 2755-2760: U.S. NAVY 2760-2765: U.S. AIR FORCE 2765-2770: U.S. MARINE CORPS 2770-2775: U.S. ARMY 2775-2780: U.S. NAVY 2780-2785: U.S. AIR FORCE 2785-2790: U.S. MARINE CORPS 2790-2795: U.S. ARMY 2795-2800: U.S. NAVY 2800-2805: U.S. AIR FORCE 2805-2810: U.S. MARINE CORPS 2810-2815: U.S. ARMY 2815-2820: U.S. NAVY 2820-2825: U.S. AIR FORCE 2825-2830: U.S. MARINE CORPS 2830-2835: U.S. ARMY 2835-2840: U.S. NAVY 2840-2845: U.S. AIR FORCE 2845-2850: U.S. MARINE CORPS 2850-2855: U.S. ARMY 2855-2860: U.S. NAVY 2860-2865: U.S. AIR FORCE 2865-2870: U.S. MARINE CORPS 2870-2875: U.S. ARMY 2875-2880: U.S. NAVY 2880-2885: U.S. AIR FORCE 2885-2890: U.S. MARINE CORPS 2890-2895: U.S. ARMY 2895-2900: U.S. NAVY 2900-2905: U.S. AIR FORCE 2905-2910: U.S. MARINE CORPS 2910-2915: U.S. ARMY 2915-2920: U.S. NAVY 2920-2925: U.S. AIR FORCE 2925-2930: U.S. MARINE CORPS 2930-2935: U.S. ARMY 2935-2940: U.S. NAVY 2940-2945: U.S. AIR FORCE 2945-2950: U.S. MARINE CORPS 2950-2955: U.S. ARMY 2955-2960: U.S. NAVY 2960-2965: U.S. AIR FORCE 2965-2970: U.S. MARINE CORPS 2970-2975: U.S. ARMY 2975-2980: U.S. NAVY 2980-2985: U.S. AIR FORCE 2985-2990: U.S. MARINE CORPS 2990-2995: U.S. ARMY 2995-3000: U.S. NAVY 3000-3005: U.S. AIR FORCE 3005-3010: U.S. MARINE CORPS 3010-3015: U.S. ARMY 3015-3020: U.S. NAVY 3020-3025: U.S. AIR FORCE 3025-3030: U.S. MARINE CORPS 3030-3035: U.S. ARMY 3035-3040: U.S. NAVY 3040-3045: U.S. AIR FORCE 3045-3050: U.S.								

[illegible]

[illegible]

[illegible]

RFP #24-08

Additional Items to include in a National Market Basket

[illegible]

RECEIPT OF ADDENDUM NO. 2 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Lowe's Home Centers, LLC

Contact Person Steffani McLean

Signature 

Date June 26, 2024

Crystal Wallace
Region 4 Education Service Center
Procurement Contract Specialist

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- ☐ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- ☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

 VP Pro Sales
Authorized Signature & Title

June 26, 2024
Date

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

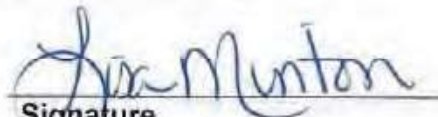
I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company

Lowe's Home Centers, LLC

Contact



Signature

Lisa Minton

Printed Name

Pro Compliance Manager

Position with Company

Address

1000 Lowe's Blvd

Mooresville, NC 28117

**Official
Authorizing
Proposal**



Signature

Steffani McLean

Printed Name

VP Pro Sales

Position with Company

Phone

980-287-6417

Fax

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Lowe's Home Centers, LLC
Mooresville, NC United States

Certificate Number:
2024-1180975

Date Filed:
06/26/2024

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Region 4 Education Service Center

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

24-08
Maintenance, Repair and Operations (MRO) Supplies & Related Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Lowe's Home Centers, LLC, and my date of birth is N/A

My address is 1000 Lowe's Blvd, Mooresville, NC, 28117, USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Iredell County, State of NC on the 26 day of June, 202024
(month) (year)

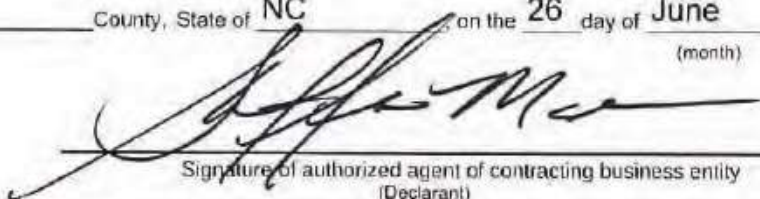

Signature of authorized agent of contracting business entity
(Declarant)

Exhibit F Federal Funds Certifications

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302–6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications—Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Version March 19, 2024

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☒ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☒ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions. As used in this clause—*

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing—

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;
- or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES SM _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES SM _____ Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES SM _____ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work

Version March 19, 2024

Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES SM _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES SM _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES SM _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES SM _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES SM _____ Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Does offeror agree? YES SM _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES SM

Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES SM

Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

- (1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.
- (2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF ROLLING STOCK**

CERTIFICATE OF COMPLIANCE
(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES: ☒

OR

Version March 19, 2024

Certificate of Non-Compliance with 49 USC §5323(j)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.

Check for YES: ☐

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS**

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Check for YES: ☐

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Check for YES: ☐

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Offeror's Name: _____
Address, City, State, and Zip Code: _____
Phone Number: _____
Fax Number: _____

Printed Name and Title of Authorized Representative: Steffani McLean VP Pro Sales
Email Address: ProCompliance@Lowes.com
Signature of Authorized Representative: _____
Date: June 26, 2024

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES SM _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES SM _____ Initials of Authorized Representative of offeror

Version March 19, 2024

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES SM _____ Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name:

Lowes Home Centers, LLC

Address, City, State, and Zip Code:

1000 Lowe's Blvd, Mooresville, NC 28117

Phone Number: 980-287-6417

Fax Number: _____

Printed Name and Title of Authorized Representative:

Steffani McLean VP Pro Sales

Email Address:

ProCompliance@Lowes.com

Signature of Authorized Representative: _____

Date: June 26, 2024

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

- 1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

- 2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- 3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018,⁴ must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

- a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).
- b. Key Definitions.
 - i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit

of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

- ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's

commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the

Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- a. Standard. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.
- c. Requirements. If applicable, the non-federal entity must do the following:
 - i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
 - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
 - iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

- a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any

subcontractor or lower tier subcontractor with all of these contract clauses.

- c. **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.”

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. **Standard.** Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. **Applicability.** This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. **Suggested Language.** The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of

\$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. Standard. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b. Applicability. This requirement applies to "funding agreements," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."
- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the

Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

- b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

- a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements

- i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.
 - ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.
 - iii. Specifically, a covered transaction includes the following contracts for goods or services:
 1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 2. The contract requires the approval of FEMA, regardless of amount.
 3. The contract is for federally-required audit services.
 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

- (3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

- a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

- d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. Applicability. This requirement applies to all contracts awarded by a non-federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. Suggested Language.
 - i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2. Meeting contract performance requirements; or
 - 3. At a reasonable price.
 - ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

- i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."
- d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA

under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

FEDERAL TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may be asked to provide products and services to agencies following Federal Transit Administration and/or Department of Transportation requirements. By submitting a response, the Supplier is accepting these FTA and DOT Special Conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

(1) The Participating Public Agency and contractor/vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the purchaser, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

(1) The contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the Federal Government deems appropriate.

(2) The contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. § 5323(l) on the contractor, to the extent the Federal Government deems appropriate.

(3) The contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

(1) Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

(2) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract

Version March 19, 2024

for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

(3) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

(4) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

FEDERAL CHANGES

(1) Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (a)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

The Participating Public Agency is an Equal Opportunity Employer. As such, the Participating Public Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Participating Public Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

(1) Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 20000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:

- (a) **Race, Color, Creed, National Origin, Sex**. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include,

but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) **Age** - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities** - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The contractor also agrees to include these requirements in each subcontract financed whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

INCORPORATION OF FTA 4220.1F TERMS

(1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.

(2) Flow Down – The incorporation of FTA terms has unlimited flow down.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).
- 5) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).
- 6) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage

payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of Participating Public Agency.

- 7) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 et seq. and 41 CFR Part 301-10.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

- 1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.
- 2) Flow Down – The incorporation of FTA terms has unlimited flow down.

SUSPENSION AND DEBARMENT

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to

suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

CARGO PREFERENCE REQUIREMENTS

Use of United States-Flag Vessels. The contractor agrees:

- 1) To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.
- 2) To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington D.C. 20590 and the FTA recipient (through the contractor in the case of a subcontractor's bill-of lading).
- 3) To include these requirements in all subcontracts issued pursuant to the contract when the subcontract may involve the transport of equipment, materials, or commodities by ocean vessel.

FLY AMERICA

Fly America Requirements:

- 1) Definitions. As used in this clause- "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. "United States" means the 50 States, the District of Columbia, and outlying areas. "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- 2) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- 3) If available, the contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

- 4) In the event that the contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the contractor shall include a statement on vouchers involving such transportation essentially as follows:

<p style="text-align: center;">Statement of Unavailability of U.S.-Flag Air Carriers</p> <p>International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403.</p> <p>Stated Reason(s): _____</p> <p>_____</p> <p>_____</p>
--

- 5) The contractor shall include the substance of this clause, including this paragraph, in each subcontract or purchase under this contract that may involve international air transportation.

RECYCLED PRODUCTS

- 1) The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

When applicable:

- 1) Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

ADA ACCESS

- 1) In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

SAFE OPERATION OF MOTOR VEHICLES

- 1) *Seat Belt Use* - The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Participating Public Agency.
- 2) *Distracted Driver* - The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

PROMPT PAYMENT

- 1) The Prime Contractor shall pay any Subcontractor for work that has been satisfactorily performed no later than thirty (30) days from the date of the Prime Contractor's receipt of each payment made by the Participating Public Agency. Additionally, within thirty (30) days of satisfactory completion of all work required of the Subcontractor, the Prime Contractor shall release any retainage payments withheld to the Subcontractor.

FTA PROTEST NOTIFICATION

A protestant must exhaust all Participating Public Agency Procurement administrative procedures and remedies before pursuing a protest with the FTA.

- 1) Any and all protests shall be in writing and shall be filed with the Purchasing Manager with the Participating Public Agency. A protest relating to the process for determining the most responsive and responsible contractor shall be filed within five (5) business days after the protestor knows or should have known the basis of the determination. The Contract Officer shall respond to a protest within fourteen (14) calendar days after the receipt of the protest. The Purchasing Manager may grant the Contract Officer an extension for the response if warranted. A request for reconsideration of any and all determinations by the Contract Officer shall be filed with the Purchasing Manager within seven (7) calendar days after the receipt of the determination.
- 2) A protest shall include:
 - a. The name, address, and telephone number, including FAX number if available, of the protestor;
 - b. The signature of the protestor or authorized representative;
 - c. Identification of the contract/solicitation;
 - d. A detailed statement of the legal and/or factual grounds of protest including copies and/or citations of relevant documents, and;
 - e. The form of relief requested.
- 3) If any of the above information is omitted or incomplete, then the Protestor shall be notified, in writing, within two (2) calendar days after that determination, and the Protestor shall have two (2) calendar days in which to remedy the specified problem.
- 4) The Participating Public Agency will not make award prior to the resolution of a protest, or open bids prior to resolution of a protest filed before bid opening unless the Purchasing Manager determines in writing that it is in the best interests of the Participating Public Agency or in keeping with Item 7 of this procedure to do otherwise. Potential contractors will be advised of a pending protest if the protest is filed before award.
- 5) The Purchasing Manager may allow for an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties include all bidding contractors, and may also include a subcontractor or supplier provided they have a substantial economic interest in a portion of the IFB or RFP.
- 6) The Purchasing Manager shall respond "in writing", in detail, to each substantial issue raised in the protest. The Purchasing Manager has the sole authority to make determinations for the Participating Public Agency, and a determination shall be considered final when it is labeled as such. A request for reconsideration will be allowed by the Purchasing Manager if he determines that data has become available that was not previously known, or that there has been an error of law or regulation.
- 7) The Participating Public Agency may proceed with procurement when a protest is pending if the Participating Public Agency determines that:

- a. The items to be procured are urgently required;
- b. Delivery or performance will be unduly delayed by failure to make the award promptly; or
- c. Failure to make award will otherwise cause undue harm to the grantee for the Federal Government.

8) FTA will only entertain a protest that alleges:

- a. The Participating Public Agency failed to have or to adhere to its protest procedures, or failed to review a complaint or protest; or
- b. Violations of Federal law or regulation.

9) A protest to FTA must be filed in accordance with FTA Circular 4220.1F, available from the Contract Officer. Specifically, protestors shall file a protest with FTA Region 9 or FTA Headquarters Office no later than five (5) days after a final decision is rendered under the Participating Public Agency's protest procedure. In instances where the protestor alleges that the Participating Public Agency failed to make a final determination on the protest, protestors shall file a protest with FTA not later than five (5) calendar days after the protester knew or should have known of the grantee's failure to render a final determination on the protest.

A protest filed with FTA shall:

- a. Include the name and address of the protestor.
- b. Identify the grantee, project number, and the number of the contract solicitation.
- c. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to have or adhere to protest procedures, failure to review a complaint or protest; or Violation of Federal law or regulation.

Include a copy of the local protest filed with the grantee and a copy of the grantee's decision, if any.

Offeror agrees to comply with all terms and conditions outlined in the FEMA and Additional Federal Funding Special Conditions section of this solicitation. See Further Information in Addendum A - Exhibit F Federal Funds Certifications.

Offeror's Name: _____

Address, City, State, and Zip Code:

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative:

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

Exhibit G
New Jersey Business Compliance

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran
DOC #7	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
DOC #8	New Jersey Business Registration Certificate
DOC #9	EEOAA Evidence
DOC #10	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE**N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)**

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Lowe's Home Centers, LLC

Organization Address: 1000 Lowe's Blvd, Mooresville, NC 28117

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
☐ For-Profit Corporation (any type) ☒ Limited Liability Company (LLC)
☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
☐ Other (be specific): _____

Part II

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☒ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

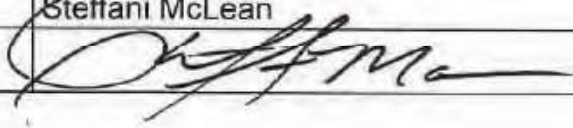
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Steffani McLean	Title:	VP Pro Sales
Signature:		Date:	June 26, 2024

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	NON-COLLUSION AFFIDAVIT
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of ~~New Jersey~~ North Carolina
County of Iredell

SS:

I, Steffani McLean residing in Mooreville
(name of affiant) (name of municipality)
in the County of Iredell and State of North Carolina of full age,
being duly sworn according to law on my oath depose and say that:

I am VP Pro Sales of the firm of Lowe's Home Centers, LLC
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled 24-08 Maintenance, Repair and Operations, and that I executed the said proposal with
(title of bid proposal)

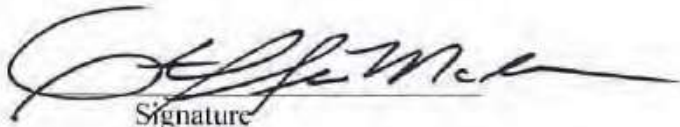
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Region 4 ESC relies upon
(name of contracting unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Lowe's Home Centers, LLC.

Subscribed and sworn to

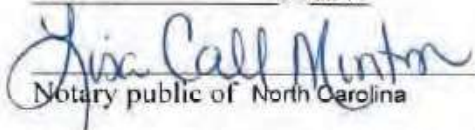
before me this day


Signature

June 26, 2024

Steffani McLean

(Type or print name of affiant under signature)


Notary public of North Carolina

My Commission expires July 22, 2025

(Seal)



**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: Lowe's Home Centers, LLC

Street: 1000 Lowe's Blvd

City, State, Zip Code: Mooresville, NC 28117

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

- ☒ 2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over \$50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

June 26, 2024

Date

 **VP Pro Sales**
Authorized Signature and Title

**P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.


The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).


Signature of Procurement Agent
Steffani McLean VP Pro Sales



State of New Jersey

PHILIP D. MURPHY
Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
CONTRACT COMPLIANCE & AUDIT UNIT
EEO MONITORING PROGRAM
33 WEST STATE STREET
P. O. BOX 206
TRENTON, NEW JERSEY 08625-0206

ELIZABETH MAHER MUOIO
Acting State Treasurer

SHEILA Y. OLIVER
Lt. Governor

MAURICE A. GRIFFIN
Acting Director

ISSUANCE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Enclosed is your Certificate of Employee information Report (hereinafter referred to as the "Certificate" and issued based on the Employee Information Report (AA-302) form completed by a representative of your company or firm. Immediately upon receipt, this certificate should be forwarded to the person in your company or firm responsible for ensuring equal employment opportunity and/or overseeing the company or firm's contracts with public agencies. Typically, this person may be your company or firm's Human Resources Manager, Equal Employment Opportunity Officer or Contract Administrator. If you do not know to whom the certificate should be forward, kindly forward it to the head of your company or firm. Copies of the certificate should also be distributed to all facilities of your company or firm who engage in bidding on public contracts in New Jersey and who use the same federal identification number and company name. The certificate should be retained in your records until the date it expires. This is very important since a request for a duplicate/replacement certificate will result in a \$75.00 fee.

On future successful bids on public contracts, your company or firm must present a photocopy of the certificate to the public agency awarding the contract after notification of the award but prior to execution of a goods and services or professional services contract. Failure to present the certificate within the time limits prescribed may result in the awarded contract being rescinded in accordance with N.J.A.C. 17:27-4.3b.

Please be advised that this certificate has been approved only for the time periods stated on the certificate. As early as ninety (90) days prior to its expiration, the Division will forward a renewal notification. To expedite the process, all vendors are encouraged to complete and file renewal documents electronically on our new online system at www.state.nj.us/treasury/contract_compliance. Upon the Division's receipt of a properly completed renewal application and \$150.00 application fee, it will issue a renewal certificate. In addition, representatives from the Division may conduct periodic visits and/or request additional information to monitor and evaluate the continued equal employment opportunity compliance of your company or firm. Moreover, the Division may provide your company or firm with technical assistance, as required. Please be sure to notify the Division immediately if your company's federal identification number, name or address changes.

If you have any questions, please call (609) 292-5473 and a representative will be available to assist you.

Rev. 3/22

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-JUL-2022 to 15-JUL-2025

LOWE'S HOME CENTERS, LLC
1000 LOWES BLVD
MOORESVILLE

NC 28117



Elizabeth Maher Muoio

ELIZABETH MAHER MUOIO
State Treasurer

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dea/divisions/dlgs/resources/lfnr_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor** and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at <http://www.nj.gov/dea/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used "as-is", subject to edits as described herein.
 - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dea/divisions/dlgs/resources/lfnr_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity," [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.**

Part I – Vendor Information

Vendor Name:	Lowe's Home Centers, LLC		
Address:	1000 Lowe's Blvd		
City:	Mooresville	State: NC	Zip: 28117

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.



Steffani McLean

VP Pro Sales

Signature

Printed Name

Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
None			\$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A
COUNTY-BASED, CUSTOMIZABLE FORM.**

STOCKHOLDER DISCLOSURE CERTIFICATION**Name of Business:**

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☒ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

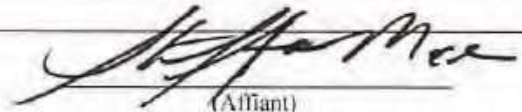
Check the box that represents the type of business organization:☐ Partnership☐ Corporation☐ Sole Proprietorship☐ Limited Partnership☒ Limited Liability Corporation☐ Limited Liability Partnership☐ Subchapter S Corporation**Sign and notarize the form below, and, if necessary, complete the stockholder list below.****Stockholders:** * See attached language

Name: Lowe's Companies, Inc	Name:
Home Address: 1000 Lowe's Blvd Mooresville, NC 28117	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 26 day of June,
2024

(Notary Public)

My Commission expires: June 26, 2024



(Affiant)

Steffani McLean VP Pro Sales
(Print name & title of affiant)

(Corporate Seal)





Stockholder Disclosure Certification

Lowe's Home Centers, LLC is a fully owned subsidiary of Lowe's Companies, Inc. ("Lowe's"), a publicly traded company. Lowe's discloses the beneficial ownership of its common stock in its annual Definitive Proxy Statement (Schedule 14A), the most recent of which may be accessed through the U.S. Securities and Exchange Commission's website at: <https://www.sec.gov/>



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: 24-08 Maintenance, Repair and Operations

VENDOR NAME: Lowe's Home Centers, LLC

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☐ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☒ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities

Duration of Engagement
Anticipated Cessation Date
**Attach Additional Sheets if Necessary*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.


Signature

June 26, 2024
Date

Steffani McLean VP Pro Sales
Print Name and Title



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022 c. 3](#)) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

☒ A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

☐ B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

☐ C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary)



Signature of Vendor's Authorized Representative

Steffani McLean

Print Name and Title of Vendor's Authorized Representative

Lowe's Home Centers, LLC

Vendor's Name

1000 Lowe's Blvd

Vendor's Address (Street Address)

Mooresville, NC 28117

Vendor's Address (City/State/Zip Code)

June 26, 2024

Date

56-0748358

Vendor's FEIN

980-287-6417

Vendor's Phone Number

Vendor's Fax Number

ProCompliance@Lowe's.com

Vendor's Email Address

¹ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024
Version March 19, 2024

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	LOWE'S HOME CENTERS, LLC
Trade Name:	
Address:	1000 LOWES BLVD MOORESVILLE, NC 28117-8520
Certificate Number:	1851711
Effective Date:	February 10, 2014
Date of Issuance:	June 06, 2024

For Office Use Only:
20240606154715061

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- ✕ • Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:

https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Steffani McLean Title: VP Pro Sales

Signature:  Date: June 26, 2024



DOC #10
MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE
AND PROPERTY 33 WEST STATE STREET, P.O. BOX 230 TRENTON,
NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: 24-08 Maintenance, Repair and Operations

VENDOR NAME: Lowe's Home Centers, LLC

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/ Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX



The Vendor/Bidder has no business operations in Northern Ireland; or

OR



The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.


Signature

June 26, 2024

Date

Steffani McLean VP Pro Sales

Print Name and Title

DPP Rev. 12-13-2021

EXHIBIT II
HUD FORM 5370-C

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/01/2014)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$100,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$100,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$100,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$100,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

proposal submitted before final payment of the contract.

- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
 - (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

- (a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

- (b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

**Clarifying Information Addendum (“Addendum”)
to the
Lowe’s Home Centers, LLC (“Lowe’s”)
Chicago Housing Authority (“Agency”)
Participation Agreement - Contract No. 13274 (“Agreement”)**

By accepting product from Lowe’s Home Centers, LLC (“Lowe’s”), Chicago Housing Authority (“Agency”) accepts the clarifications in this Addendum, which satisfy Agency’s requirements, and that any such references in the Agreement are stricken and superseded by this Addendum.

Product Only

Agency acknowledges that Lowe’s will supply product only under this Agreement. Any terms, provisions, or other references within the Agreement related to services or labor performed by Lowe’s are understood to refer only to Lowe’s delivery of product and does not include construction or other licensed activity (including repairs).

Further Information: Product Composition and Characteristics (environmental, recycled, country of origin and prohibition on certain telecommunication and surveillance services or equipment)

Lowe’s Home Centers, LLC cannot guarantee that any product or purchase has any particular environmental or other characteristics, including, energy, and/or environmental or other characteristics, including recycled or recovered content, efficiency, county of origin or manufacturer, or the that components parts have any particular characteristics such as the absence of Huawei, ZTE or other listed company components before purchase. Lowe’s agrees to provide reasonable commercial assistance to any purchaser in identifying products to meet the purchaser’s state or local requirements on a per purchase basis.

Further Information: Termination

Lowe’s has the right to terminate this Agreement for convenience with sixty (60) days prior written notice to Agency.

Further Information: Section 3 HUD

This is a product only Agreement and Lowe’s Home Centers, LLC (Lowe’s) anticipates that its current workforce (i.e. regular, permanent employees) is sufficient to carry out its supply obligations under this Agreement. Lowe’s will therefore not need to hire any subcontractors or additional labor. Agency agrees HUD Section 3 requirements do not apply to Lowe’s.

Further Information: Subcontractors

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 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.

Further Information: Tracking of Purchases

Lowe’s offers self-service purchase tracking for Agency (1) complete the Lowes.com registration requirements, and (2) that utilize an acceptable form of tender that Agency has registered under Agency specific profile on the Lowes.com website (“Registered Tender”). Lowe’s cannot track walk-in purchasing or other sales and makes no representation as to the longevity of such sales records, except as identified on lowes.com. Agency will be responsible for tracking any maximum spend or other limitations of these purchases.

Lowe's Companies, Inc. is Approved

From certificates <certificates@thecha.org>

Date Fri 5/2/2025 8:54 AM

To contractmgmt <contractmgmt@thecha.org>

Cc certificates <certificates@thecha.org>

****EXTERNAL EMAIL**** This email originated outside of CHA. ****NEVER CLICK or OPEN**** unexpected links or attachments. ****NEVER**** provide User ID or Password. If this email seems suspicious, contact CHA Tech Support at 312-786-4000.

Dear Property and Asset Management,

CHA Risk Management has **Approved** the insurance for **Lowe's Companies, Inc.** for Property and Asset Management; Contract 12445.

CERTIFICATE OF INSURANCE EXPIRES: 04/01/2026

Compliant Policies:

compliant policies

- General Liability - *Self Insured See below*
- Automobile Liability - AS2651294595105
- Workers Compensation & Employers' Liability - WA565D294595015 (AOS)

Compliant Documents:

compliant documents

- [ACORD Form - Lowe's Companies, Inc. COI 20250502](#) - Originally titled - **cert_ATL_Chicago Housing Authority_4963699_21.pdf**

NOTE: These document links are for reference and will expire in 7 days (after 2025-05-09). If expired, please contact the certificate holder to request another email.

We have automated our insurance certificate tracking using PINS Advantage. Please allow this email to serve as the COI approval.

Thank you,

CHA Risk Management

certificates@thecha.org

