

**PARTICIPATING ADDENDUM**  
**NASPO VALUEPOINT COOPERATIVE PURCHASING PROGRAM**  
**Online Surplus Auction Services**  
**Administered by the State of New Mexico (hereinafter "Lead State")**

**MASTER AGREEMENT**

Gov Deals, Inc  
Master Agreement No: 40-000-14-00059  
(hereinafter "Contractor")

And

State of Arkansas  
[Contract # 4600038189]  
(hereinafter "Participating State/Entity")

1. Scope: This addendum covers the *Online Auction Services contract* led by the State of New Mexico for use by state agencies and other entities located in the State of Arkansas authorized by that state's statutes to utilize State of Arkansas contracts with the prior approval of the state's chief procurement official.
2. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state/entity contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Order of Precedence:
  - A. Arkansas's Participating Addendum (PA); Arkansas's Participating Addendum **shall not** diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contractor under the Terms of New Mexico NASPO ValuePoint Master Agreement.
  - B. New Mexico NASPO ValuePoint Master Agreement (includes negotiated Terms & Conditions)
  - C. The Solicitation including all Addendums; and
  - D. Contractor's response to the solicitation.

These documents **shall** be read to be consistent and complementary. Any conflict among these documents **shall** be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and **must** be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions **shall** apply, including terms and conditions listed in the Contractor's response to the Solicitation, or terms listed or references on the Contractor's website, in the Contractor's quotation/sales order or in similar documents subsequently provided by the Contractor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

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4. Participating State Modifications or Additions to Master Agreement:

A. The laws of the State of Arkansas **shall** govern this agreement. Nothing under this agreement or the Master Agreement shall be deemed or construed as a waiver of the State's right of sovereign immunity.

B. All claims and controversies between GovDeals Inc. and the State of Arkansas **shall** be brought forth only in courts in Pulaski County, Arkansas.

C. **INDEMNIFICATION** - The Contractor **shall** defend indemnify and hold harmless the State of Arkansas along with their officers, agencies, and employees (the "State"), as well as any person or entity for which they may be liable, from and against employees as well as any person or entity for which they may be liable from and against third-party claims, damages or causes of action including reasonable attorneys' fees incurred by the State for any death, injury, or damage to tangible property arising from gross negligence or willful misconduct of the Contractor, its employees, subcontractors, agents, or volunteers, at any tier, in the performance of its obligations under the Master Agreement and this Participating Addendum. This section is not subject to any limitations of liability in the Master Agreement or in any other document executed in conjunction with the Master Agreement. This clause shall not be construed to bar any legal remedies the Contractor may have with the State's failure to fulfill its obligations pursuant to the Master Agreement.

**Per Ark. Const. art. XII, § 12:**

*Except as herein otherwise provided, the State shall never assume, or pay the debt or liability of any county, town, city or other corporation whatever; or any part thereof; unless such debt or liability shall have been created to repel invasion, suppress insurrection, or to provide for the public welfare and defense. Nor shall the indebtedness of any corporation to the State, ever be released, or in any manner discharged, save by payment into the public treasury.*

D. Payments **shall** be submitted to the contractor at the address shown on the invoice. Payments should be tendered to the contractor within thirty (30) days of the date of invoice. After the sixtieth (60) day from the date of invoice unless mutually agreed to, interest shall be paid on the unpaid balance due to the contractor at the rate of one half (1/2) of one (1) percent per month in accordance with Arkansas Code Annotated §19-11-

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224. The procuring agency will make a good-faith effort to pay within thirty (30) days after the date of invoice.

- E. Financial and accounting records relevant to State of Arkansas transactions **shall** be subject to examination by appropriate Arkansas government authorities for a period of five (5) years from the expiration date and final payment on the contract or extension thereof, provided, however, that such government authorities **shall** provide thirty (30) days written notice to the contractor of its intent to conduct such examination contemplated by this section.
- F. **CONFIDENTIAL INFORMATION shall** only be considered confidential by Arkansas State law (Reference the Arkansas Freedom of Information Act, Ark Code Ann. § 25-19-105).

5. Lease Agreements: Leasing **shall not** be authorized under this Participating Addendum.

6. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name	Roger Gravley
Address	100 Capitol Commerce Blvd, Ste 100, Montgomery, AL 36117
Telephone	800-613-0156
Fax	1-334-387-0519
E-mail	vendor@govdeals.com

Participating Entity

Name	Shane Phillips
Address	1509 West 7 <sup>th</sup> Street, 3 <sup>rd</sup> Floor, Little Rock, Arkansas 72201
Telephone	501-324-9322
Fax	501-324-9311
E-mail	Jordan.Phillips@dfa.arkansas.gov

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7. Orders: Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

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

Participating State:	Contractor:
By: <i>Bandy Wright</i>	By: <i>Roger Grayley</i>
Name: <i>Bandy Wright</i>	Name: <i>Roger Grayley</i>
Title: <i>Asst. Admin</i>	Title: <i>President</i>
Date: <i>8/5/16</i>	Date: <i>8-5-16</i>

[Additional signatures as required by Participating State]

For questions on executing a participating addendum, please contact:

NASPO ValuePoint	
Cooperative Development Coordinator	Tim Hay
Telephone	503-428-5705

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E-mail	<a href="mailto:thay@naspovaluepoint.org">thay@naspovaluepoint.org</a>
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