

**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint**  
**Public Safety Communication Equipment 06913**  
**Lead by the State of Washington (hereinafter "Lead State")**

MASTER AGREEMENT

**Zetron, Inc.**  
(hereinafter "Contractor" or "contractor")

And

State of Arkansas  
(hereinafter "Participating State" or "State")

Page 1 of 5

1. Scope: This addendum covers the purchase of Public Safety Communication Equipment led by the State of Washington for use by Arkansas state agencies and other entities authorized by the Arkansas Office of State Procurement to utilize State contracts. The Washington NASPO ValuePoint Master Agreement (or "Master Agreement" or "contract") authorizes Zetron, Inc. to provide public safety communication equipment in the following categories:

**Category: Dispatch Consoles**

2. Participation: All eligible purchasers within the State of Arkansas, including State agencies, K-12 educational institutions, and local public procurement units (cities, counties, municipalities), are authorized to purchase products and services under the terms and conditions of the contract.
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 Washington NASPO ValuePoint Master Agreement.
  - B. Washington 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 the 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.

4. Participating State Modifications or Additions to Master Agreement:

- A. Orders and payment **shall** be submitted directly to Zetron, Inc. or its authorized resellers approved by Zetron, Inc. and the State of Arkansas. This approval **must** be provided in writing by both parties prior to inclusion on the State's WSCA/NASPO web page.
- B. Payments **shall** be tendered to Contractor or the reseller, as applicable, within thirty (30) days of the date of invoice. After the sixtieth (60) day from the date of the invoice, unless mutually agreed to, interest **shall** be paid on the unpaid balance due to the contractor or its reseller at the rate of one half of one percent per month in accordance with Arkansas Code Annotated §19-11-224. The procuring agency **shall** make a good-faith effort to pay within thirty (30) days after the date of invoice.
- C. Products and services sold through authorized resellers **shall** only be those on the Zetron, Inc. Product and Services Schedule that is approved by the lead state.
- D. Financial and accounting records **shall** be made available, upon request, to the State of Arkansas' designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.
- E. Contractor **must** submit quarterly reports to the Arkansas Office of State Procurement via email to [OSP.ITContracts@dfa.arkansas.gov](mailto:OSP.ITContracts@dfa.arkansas.gov). Reports **shall** be due on or before the last day of the month following the end of the quarter. The contractor **shall** provide an electronic usage report in Excel format which lists, but is not limited to, the following:
  - 1) Vendor Contract Number
  - 2) State
  - 3) Customer Type (State, Education, Local Government)
  - 4) Bill to Name
  - 5) Customer PO Number
  - 6) Customer Number
  - 7) Order Date
  - 8) Product/Service Description
  - 9) Retail Price
  - 10) Discount Applied
  - 11) Discount Unit Price
  - 12) Quantity
  - 13) Total Price
- F. The laws of the State of Arkansas **shall** govern this agreement. Nothing under this addendum or the Master Agreement **shall** be deemed or construed as a waiver of the State's right of sovereign immunity.
- G. In the event the State no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules, regulations, lack of funds appropriated for this purpose, or relocation of offices, the State may cancel the purchase order by giving the contractor written notice of such cancellation 30 days prior to the date of cancellation.
- H. **CONFIDENTIAL INFORMATION:** Under Arkansas law, the release of public records is governed by The Arkansas Freedom of Information Act found at Section 25-19-101 et. seq. of the Arkansas Statutes.

- I. The following indemnification clause replaces in its entirety the Indemnification clause specified in the Master Agreement 06913 (pg. 37, item 14). The contractor **shall** defend indemnify and hold harmless the other party along with their officers, agencies, and employees 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 attorney's fees and related costs for any death, injury, or damage to tangible property arising from gross negligence or willful misconduct of the indemnifying party, its employees, subcontractors, or volunteers, at any tier, relating to the performance of its obligations under the Master Agreement. 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; provided, however, Contractor **shall not** be liable for, regardless of the form of action, consequential, incidental, indirect, or special damages except a claim related to bodily injury or death.
  - J. **Performance Standards:** Under Arkansas law, all state agencies, boards, commissions, and institutions of higher education must include performance standards when purchasing services. Performance standards shall be mutually agreed upon by the parties hereto for any services purchased.
5. **Lease Agreements:** Leasing **shall not** be permissible under this addendum.
  6. **Subcontractors:** The following contractor dealers and resellers are authorized by the State of Arkansas, as shown on the dedicated Contractor (cooperative contract) website, and approved to provide sales and service support to participants in the NASPO- ValuePoint (formerly WSCA-NASPO) Master Agreement. The Contractor reseller's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement. Subject to the minimum discounts and not-to-exceed pricing set forth in the Master Agreement, Purchasing Entity acknowledges that Contractor cannot dictate or control a reseller's pricing to Purchasing Entity, and that such pricing **shall** be separately negotiated and agreed between Purchasing Entity and the applicable authorized reseller:
    - a. DCS Radio Communications, Inc.
    - b. Smith Two-Way Radio, Inc.
    - c. GeoConex
  7. **Purchase Orders:** All purchase orders issued by Purchasing Entities within the jurisdiction of this Participating Addendum **shall** include the following:
    - A. NASPO ValuePoint Contract number 06913
    - B. State contract number SP-16-0128
    - C. Agency Name, Address, Contact, and Phone-Number
    - D. IT procurement and/or other applicable approvals
    - E. Orders **shall** be made out to the reseller

8. **Individual Customer:** Each State agency and political subdivision, as a Purchasing Entity, that purchases products/services **shall** be treated as if they were individual customers. Except to the extent modified by this Participating Addendum, each agency and political subdivision **shall** be responsible to follow the terms and conditions of the Master Agreement; and they **shall** have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision **shall** be responsible for their own charges, fees, and liabilities. Each agency and political subdivision **shall** have the same rights to any indemnity as provided in this addendum or to recover any costs allowed in the contract for their purchases. The Contractor **shall** apply the charges to each Purchasing Entity individually.

9. **Primary Contacts**

<b>Lead State</b>	Name	Neva Peckham
	Address	1500 SE Jefferson Street
	City, State Zip	Olympia, WA 98504
	Telephone	360-407-9411
	E-mail	<a href="mailto:neva.peckham@des.wa.gov">neva.peckham@des.wa.gov</a>

<b>NASPO ValuePoint</b>	Name	Tim Hay
	Address	201 East Main St, Suite 1405
	City, State Zip	Lexington, KY 40607
	Telephone	503-428-5705
	E-mail	<a href="mailto:thay@wsca-naspo.org">thay@wsca-naspo.org</a>



<b>Contractor</b>	Name	Diane Harris
	Address	12034 134 <sup>th</sup> CT NE
	City, State Zip	Redmond, WA 98052
	Telephone	425-820-6363
	E-mail	<a href="mailto:zusstatecontracts@zetron.com">zusstatecontracts@zetron.com</a>

<b>State of Arkansas</b>	Name	Stephanie Cellers
	Address	1509 W 7th St 3rd Floor
	City, State Zip	Little Rock, AR 72201
	Telephone	501-371-6065
	E-mail	<a href="mailto:Stephanie.Cellers@dfa.arkansas.gov">Stephanie.Cellers@dfa.arkansas.gov</a>

The contacts listed above can be changed by the parties from time to time in writing. Such updates do not require an amendment to this addendum.

This Participating Addendum and the Master Agreement 06913, together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary to or in addition to the terms and conditions of this addendum and the Master Agreement 06913, together with its exhibits, will not be added to or incorporated into this addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this addendum and the Master Agreement 06913 and its exhibits will prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

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

Participating State: State of Arkansas	Contractor:
By: 	By: 
Name: Randy Wright	Name: Ken Mentzos
Title: Asst. Admin	Title: Director of Finance
Date: 8/17/16	Date: August 17, 2016

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator	Paul Stembler
Telephone	651-206-3858
E-mail	PStembler@NASPOValuePoint.org