

PARTICIPATING ADDENDUM
NASPO VALUEPOINT COOPERATIVE PURCHASING PROGRAM
Laboratory Equipment and Supplies
Administered by the State of Idaho (hereinafter "Lead State")

Nikon Instruments, Inc.
Master Agreement No: MA16000234-3
(hereinafter "Contractor")

And

State of Arkansas (SP-16-0222)
(hereinafter "Participating State")

1. Scope: This Participating Addendum (PADD) covers the Laboratory Equipment and Supplies contract led by the State of Idaho (Master Agreement No. MA16000234-3) for use by state agencies and other entities located in the Participating State of Arkansas , as provided below.

2. Participation: Use of NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities authorized by an individual state's statutes to use State of Arkansas 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. Participating State Modifications or Additions to Master Agreement:

Payments shall be submitted to the contractor at the address shown on the invoice. Payment shall be tendered to the contractor within thirty (30) days of the date of the 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 at a rate of one (1) 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 date of invoice.

Records relevant to Purchasing Entity transactions shall be subject to examination by appropriate government authorities for a period of five (5) years from the date of acceptance of the purchase order.

Reports shall be listed by state location, name of ordering entity, quantity purchased, unit price, and the total dollar amount sold.

Usage reports shall be delivered to the State of Arkansas, Office of State Procurement, 1509 West 7th Street, Little Rock, Arkansas 72201 (Attention: Judy Shirley) within thirty (30) calendar days upon completion of performance quarterly periods cited in the paragraph below. Reports may also be emailed to: Judy Shirley, Statewide Procurement Specialist, at judy.shirley@dfa.arkansas.gov.

Contract quarterly report periods shall be:

January 1 through March 31	due April 30
April 1 through June 30	due July 30
July 1 through September 30	due October 30
October 1 through December 31	due January 31

The State of Arkansas recognizes all Addendums attached to the original contract and enforced by the State of Idaho.

This agreement shall be governed by the laws of the State of Arkansas.

Notwithstanding any provisions in the Master Agreement to the contrary, the following shall apply to this PADD:

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

<u>Contractor</u>	
Name	Victoria Stolz Alex Plakes Jackie Perry
Address	1300 Walt Whitman Rd.
Telephone	631-547-8526 631-547-6838 631-547-8526
Fax	631-944-9370
E-mail	niorderscontracts@nikon.net

<u>Participating State</u>	
Name	Judy Shirley, CPPB
Address	1509 West 7 th , Suite 300, Little Rock, AR 72201
Telephone	(501) 324-9316
Fax	(501) 324-9311
E-mail	Judy.shirley@dfa.arkansas.gov

5. Price Agreement Number: All purchase orders issued by procuring agencies within the jurisdiction of the participating addendum shall include the following price agreement number: **SP-16-0222**.

6. Subcontractors: The following subcontractor(s) are authorized to perform services: **"NONE"**.



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.* All orders issued by purchasing entities within the State of Arkansas must include the Participating State contract number: **SP-16-0222** as well as the Lead State Master Agreement No. **MA16000234-3**.

* Notwithstanding anything to the contrary contained in this Agreement, all purchase orders placed by Participating Entity or Purchasing Entity (and/or by third parties Participating Entity or Purchasing Entity's behalf) for product or service shall be subject to Contractor's approval and acceptance and NIKON reserves the right to reject any purchase order, in whole or part, placed by Participating Entity or Purchasing Entity (and/or by third parties on Participating Entity or Purchasing Entity's behalf). No purchase order shall be deemed accepted by Contractor unless acknowledged by Contractor in writing or by delivery of Product in either whole or partial fulfillment thereof.

Notwithstanding anything to the contrary contained in this Agreement, Participating Entity or Purchasing Entity's (and/or any third parties' purchasing program Participating Entity or Purchasing Entity's behalf) credit shall be established in each instance with Contractor's Customer Financial Services Department. Credit Department and Contractor reserves the right to refuse to ship any accepted purchase orders if at any time, in Contractor's opinion, Program Participant's credit standing becomes impaired or unsatisfactory to Contractor.

8. Entire Agreement: This PADD and the Master Agreement No. MA16000234-3, 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. The terms and conditions of this PADD shall prevail and govern in the case of any inconsistency or conflict with the terms and conditions of the Master Agreement, as to the Participating State, and shall otherwise have no impact on the Master Agreement and its exhibits.

The parties have executed this PADD as of the date of the last signature below.

Participating State: State of Arkansas	Contractor: Nikon Instruments, Inc.
By: 	By: 
Name: Randy Wright	Name: James Hamlin
Title: Asst. Admin	Title: Vice President
Date: 4/5/16	Date: 9.7.16

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator	Tim Hay
Telephone	503-428-5705
E-mail	thay@naspovaluepoint.org

[Please email fully executed PDF copy of this document to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases]

Perry Jacquelyn L.

From: Judy Shirley <Judy.Shirley@dfa.arkansas.gov>
Sent: Friday, September 02, 2016 11:09 AM
To: Perry Jacquelyn L.
Subject: RE: PA for Arkansas - Idaho Lab Equip and Supplies
Attachments: SP-16-0222, Nikon PA 09022016 approved change.pdf

Ms. Perry;

Per legal this date, the changes as shown on the attachment are accepted by the State of Arkansas.

Thank you.

Judy Shirley, CPPB
State of Arkansas
Office of State Procurement
Main #: (501) 324-9316 Direct #: (501) 324-9314
Fax #: (501) 324-9311
Email: judy.shirley@dfa.arkansas.gov

The mission of the Office of State Procurement is to serve the citizens of Arkansas by ethically, efficiently and transparently procuring quality commodities and services for the State of Arkansas.

From: Perry Jacquelyn L. [mailto:jperry@nikon.net]
Sent: Thursday, September 01, 2016 8:09 AM
To: Judy Shirley <Judy.Shirley@dfa.arkansas.gov>
Subject: RE: PA for Arkansas - Idaho Lab Equip and Supplies

Good Morning Judy

Please find the attached markup of the Participating Addendum.

If we are going to use the attached instead of incorporating the language into a clean copy-then after review please have the document re-dated at the signature line and initialed and dated next to the additional language.

Thank you!

Jackie